

**BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT**
501 Crescent Way, P.O. Box 3520
Anaheim, California 92803-3520
www.auhsd.us

NOTICE OF SPECIAL MEETING

Date: June 10, 2011

To: Jordan Brandman, P.O. Box 3520, Anaheim, CA 92803-3520
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Jan Harp Domene, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630
Excelsior, 523 N. Grand Avenue, Santa Ana, CA 92701

You are hereby notified that a special meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Monday, 13th day of June 2011, at 5:00 p.m.

in the District Board Room, 501 Crescent Way, Anaheim, California

**Public Hearing, Disclosure of Collective Bargaining
Agreement with ASTA**

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Secondary Teachers Association for 2011-12, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Adoption of the 2011-12 Collective Bargaining Agreement with ASTA

The Board of Trustees is requested to adopt the 2011-12 collective bargaining agreement with the Anaheim Secondary Teachers Association.

Public Hearing, Disclosure of Collective Bargaining Agreement with APGA

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Personnel and Guidance Association for 2011-12, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Adoption of the 2011-12 Collective Bargaining Agreement with APGA

The Board of Trustees is requested to adopt the 2011-12 collective bargaining agreement with the Anaheim Personnel and Guidance Association.

Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association for 2011-14, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Adoption of the 2011-14 Collective Bargaining Agreement with CSEA

The Board of Trustees is requested to adopt the 2011-14 collective bargaining agreement with the California School Employees Association.

Memorandum of Understanding, CSEA

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with California School Employees Association (CSEA) regarding the effects of layoffs for 2011-12.

Memorandum of Understanding, AFSCME

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME) regarding the 2011-12 Salary Schedule, contingency language, and reduction in force positions.

Memorandum of Understanding, AFSCME

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME) regarding the effects of layoffs for 2011-12.

Resolution No. 2010/11-HR-08, 2011-12 Salary/Notice of Potential Reduction of Work Year (Furlough) for Board of Trustees, Superintendent, Assistant Superintendents, Administration/Management, and Confidential Employees (Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2010/11-HR-08 due to the uncertainty of the 2011-12 state budget and the potential impact on the District budget. The resolution states that the Board of Trustees, superintendent, assistant superintendents, administration/management, and confidential employees may have furlough days, which will correspond to a reduction in salary for the upcoming 2011-12 fiscal year. Furlough days for these employees will be implemented based on the same formula negotiated with the collective bargaining employee groups of the District. This potential reduction for management employees would be in addition to the elimination of mileage stipends, which took effect in 2009-10.

Resolution 2010/11-HR-09, Concerning the Reinstatement of Classified Positions from the 2010-11 Reduction in Force (Roll Call Vote)

The Board of Trustees took action on April 21, 2011, and March 5, 2009, to reduce particular kinds of services provided by classified employees. These actions were necessitated by the state-wide budget crisis and significant reductions in District revenues.

The Board of Trustees is requested to adopt Resolution No. 2010/11-HR-09 to reinstate 50 positions from the April 21, 2011, Board action and one position from the March 5, 2009, Board action, effective July 1, 2011. The reinstatement process will be in accordance with the requirements of the Education Code and offered to employees by seniority.

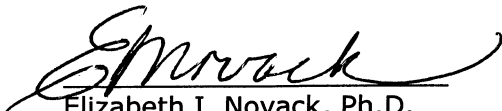
Resolution 2010/11-HR-10, Concerning the Reinstatement of Certificated Management and Non-Management Positions from the March 8, 2011, Reduction in Force (Roll Call Vote)

The Board of Trustees took action on March 8, 2011, to reduce particular kinds of services provided by certificated management and non-management employees for the 2011-12 year. These actions were necessitated by the state-wide budget crisis and significant reductions in District revenues.

The Board of Trustees is requested to adopt Resolution No. 2010/11-HR-10 to reinstate 71 positions from the March 8, 2011, Board action, effective July 1, 2011, for the 2011-12 year. The reinstatement process will be in accordance with the requirements of the Education Code. The reinstatement includes classroom teachers, library services, curriculum specialists, counselors, and management positions and services.

Board Policy 6605, Leaves and Absences-Management Employees First Reading, Revised

The Board of Trustees is requested to review and/or approve the first reading of revised Board Policy 6605, Leaves and Absences-Management Employees. The revision is necessitated to create alignment between management employees and employees represented by collective bargaining groups. The proposed revision of policy would allow the suspension of two personal necessity days not charged against an employee's accumulated sick days to be suspended for the 2011-12 year. The revision would also allow a management employee to use up to ten personal necessity days within a work year.


Elizabeth I. Novack, Ph.D.
Superintendent

BOARD OF TRUSTEES
Special Meeting Agenda
Monday, June 13, 2011
5:00 p.m.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 Crescent Way in Anaheim, California. The office is open from 7:30 a.m. to 5:00 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District web site, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

Meetings are recorded for use in the official minutes.

1. **CALL TO ORDER—ROLL CALL** ***ACTION ITEM***

2. **ADOPTION OF AGENDA** ***ACTION ITEM***

3. **PLEDGE OF ALLEGIANCE**

Board President Jordan Brandman will lead the Pledge of Allegiance to the Flag of the United States of America.

4. **PUBLIC COMMENTS, OPEN SESSION ITEMS** ***INFORMATION ITEM***

Opportunities for public comments occur at the beginning of each agenda item. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

5. **ITEMS OF BUSINESS**

5.1 **Public Hearing, Disclosure of Collective Bargaining Agreement with ASTA** ***INFORMATION ITEM***

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Secondary Teachers Association for 2011-12, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Recommendation:

Although this is an information item only, requiring no formal action by the Board, it is recommended that the Board of Trustees formally open the public hearing to provide the public an opportunity to speak on the proposed agreement.

5.2 **Adoption of the 2011-12 Collective Bargaining Agreement with ASTA** **ACTION ITEM**

The Board of Trustees is requested to adopt the 2011-12 collective bargaining agreement with the Anaheim Secondary Teachers Association. **[EXHIBIT A]**

Recommendation:

It is recommended that the Board of Trustees adopt the 2011-12 collective bargaining agreement with the Anaheim Secondary Teachers Association.

5.3 **Public Hearing, Disclosure of Collective Bargaining Agreement with APGA** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Personnel and Guidance Association for 2011-12, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Recommendation:

Although this is an information item only, requiring no formal action by the Board, it is recommended that the Board of Trustees formally open the public hearing to provide the public an opportunity to speak on the proposed agreement.

5.4 **Adoption of the 2011-12 Collective Bargaining Agreement with APGA** **ACTION ITEM**

The Board of Trustees is requested to adopt the 2011-12 collective bargaining agreement with the Anaheim Personnel and Guidance Association. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees adopt the 2011-12 collective bargaining agreement with the Anaheim Personnel and Guidance Association.

5.5 **Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association for 2011-14, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Recommendation:

Although this is an information item only, requiring no formal action by the Board, it is recommended that the Board of Trustees formally open the public hearing to provide the public an opportunity to speak on the proposed agreement.

5.6 **Adoption of the 2011-14 Collective Bargaining Agreement with CSEA** **ACTION ITEM**

The Board of Trustees is requested to adopt the 2011-14 collective bargaining agreement with the California School Employees Association. **[EXHIBIT C]**

Recommendation:

It is recommended that the Board of Trustees adopt the 2011-14 collective bargaining agreement with the California School Employees Association.

5.7 **Memorandum of Understanding, CSEA** **ACTION ITEM**

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with California School Employees Association (CSEA) regarding the effects of layoffs for 2011-12. **[EXHIBIT D]**

Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding.

5.8 **Memorandum of Understanding, AFSCME** **ACTION ITEM**

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME) regarding the 2011-12 Salary Schedule, contingency language, and reduction in force positions. **[EXHIBIT E]**

Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding.

5.9 **Memorandum of Understanding, AFSCME** **ACTION ITEM**

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with the American Federation of State, County and Municipal Employees (AFSCME) regarding the effects of layoffs for 2011-12. **[EXHIBIT F]**

Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding.

5.10 **Resolution No. 2010/11-HR-08, 2011-12 Salary/Notice of Potential Reduction of Work Year (Furlough) for Board of Trustees, Superintendent, Assistant Superintendents, Administration/Management, and Confidential Employees (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2010/11-HR-08 due to the uncertainty of the 2011-12 state budget and the potential impact on the District budget. The resolution states that the Board of Trustees, superintendent, assistant superintendents, administration/management, and confidential employees may have furlough days, which will correspond to a reduction in salary for the upcoming 2011-12 fiscal year. Furlough days for these employees will be implemented based on the same formula negotiated with the collective bargaining employee groups of the District. This potential reduction for management employees would be in addition to the elimination of mileage stipends, which took effect in 2009-10. **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2010/11-HR-08, by a roll call vote.

5.11 **Resolution 2010/11-HR-09, Concerning the Reinstatement of Classified Positions from the 2010-11 Reduction in Force (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees took action on April 21, 2011, and March 5, 2009, to reduce particular kinds of services provided by classified employees. These actions were necessitated by the state-wide budget crisis and significant reductions in District revenues.

The Board of Trustees is requested to adopt Resolution No. 2010/11-HR-09 to reinstate 50 positions from the April 21, 2011, Board action and one position from the March 5, 2009, Board action, effective July 1, 2011. The reinstatement process will be in accordance with the requirements of the Education Code and offered to employees by seniority. **[EXHIBIT H]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2010/11-HR-09, by a roll call vote.

5.12 **Resolution 2010/11-HR-10, Concerning the Reinstatement of Certificated Management and Non-Management Positions from the March 8, 2011, Reduction in Force (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees took action on March 8, 2011, to reduce particular kinds of services provided by certificated management and non-management employees for the 2011-12 year. These actions were necessitated by the state-wide budget crisis and significant reductions in District revenues.

The Board of Trustees is requested to adopt Resolution No. 2010/11-HR-10 to reinstate 71 positions from the March 8, 2011, Board action, effective July 1, 2011, for the 2011-12 year. The reinstatement process will be in accordance with the requirements of the Education Code. The reinstatement includes classroom teachers, library services, curriculum specialists, counselors, and management positions and services. **[EXHIBIT I]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2010/11-HR-10, by a roll call vote.

5.13 **Board Policy 6605, Leaves and Absences-Management Employees First Reading, Revised** **ACTION ITEM**

The Board of Trustees is requested to review and/or approve the first reading of revised Board Policy 6605, Leaves and Absences-Management Employees. The revision is necessitated to create alignment between management employees and employees represented by collective bargaining groups. The proposed revision of policy would allow the suspension of two personal necessity days not charged against an employee's accumulated sick days to be suspended for the 2011-12 year. The revision would also allow a management employee to use up to ten personal necessity days within a work year. **[EXHIBIT J]**

Recommendation:

It is recommended that the Board of Trustees review and/or approve the revised policy.

6. **ADJOURNMENT** **ACTION ITEM**

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the Board of Trustees at (714) 999-3503 by noon on June 13, 2011.

AGREEMENT

between the

***ANAHEIM UNION HIGH SCHOOL
DISTRICT***

and the

***ANAHEIM SECONDARY TEACHERS
ASSOCIATION***

for the period

September 4, 2011

through

August 23, 2012

ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into this 4th day of September, ~~2010~~2011 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520, hereinafter referred to as the "District" or "Board," and the Anaheim Secondary Teachers Association, CTA/NEA, hereinafter referred to as the "Association," whose address is 910 S. Brookhurst Street, Suite 204, Anaheim, California 92804.

1.2 Separability and Savings

If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

1.3 Disagreement on Scope

At the request of either party, the District and the Association shall, within forty-five (45) days of an unappealed decision of the hearing officer, or by PERB, or courts, if appealed to the courts, that an item(s) claimed by either party to be outside of scope and thus not covered by this Agreement is within the scope of negotiations, meet and negotiate on the item in an attempt to reach a mutually acceptable amendment to this Agreement.

1.4 Entire Agreement

The parties agree that the terms and conditions expressly set forth in this Agreement represent the full and complete Agreement and commitment between the parties thereto.

The parties agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment as specified in Section 3453.2 of Chapter 10.7, Division 4, Title I of the Government Code of the State of California, and that during the term of the Agreement neither the District nor the Association, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

1.5 Waivers to Contract

Waivers to this contract granted for the purpose of individual site projects, school improvement plans and the like shall not serve as precedents for future action by the District, which would negate the bargaining process.

1.6 Publication of Agreement

As soon as possible after the ratification of this Agreement by the District and the Association, the District shall have copies of the Agreement prepared and shall supply one (1) copy of the Agreement to each present and future member of the bargaining unit and fifty (50) copies to the Association.

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 Definitions

- 7.1.1 A "grievance" is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.
- 7.1.2 A "grievant" is any unit member in the bargaining unit and thus covered by the terms of this Agreement who claims there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.
- 7.1.3 A "grievance representative" is any person designated by the Association to process grievances and to represent unit members in grievance meetings.
- 7.1.4 An "administrative representative" is the administrator having jurisdiction over the matter which gave rise to the grievance.
- 7.1.5 A "day" is a day when the District Office is open for business, ~~excluding Winter and Spring breaks~~ designated by a teacher workday on the Student/Teacher Calendar.

7.2 General Procedures

7.2.1 Grievance Adjustments

This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution to a problem.

Adjustments to grievances shall be consistent with the terms of this Agreement.

If a unit member is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance, shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond in writing to the proposed adjustment.

7.2.2 Right to Representation

The grievant shall have the right to be represented by the Association in all discussions concerning a grievance.

7.2.3 Grievance Format

A grievance which proceeds to Step 2 shall be in writing on Form #363 and shall be a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at Step 1 and the specific remedy sought.

7.2.4 Disposition of Grievance

The ultimate disposition shall be rendered by one (1) of the following:

7.2.4.1 Grievance and remedy sustained

7.2.4.2 Grievance conditionally sustained with alternative remedy and its rationale

7.2.4.3 Grievance denied with written rationale

7.2.4.4 Grievance denied in part with written rationale

Written rationale provided the grievant by the administrative representative at Step 1 and Step 2 shall not be admitted as evidence by the grievant at arbitration.

7.2.5 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits for appeal shall begin to run the day following the receipt of the written decision by the grievant.

Time limits hereunder may be lengthened or shortened in any particular case only by written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1.

7.2.6 Release of Witnesses

Witnesses shall be released from assigned responsibilities without loss of compensation when participating in grievance meetings held during the school day. The Association shall notify the District of the names of all witnesses requiring substitute coverage forty-eight (48) hours prior to such meetings.

In the event substitutes are not available to release witnesses for grievance processing, proceedings will be continued until school is dismissed on the day of the hearing.

7.2.7 Copies of Grievance

Copies of grievances shall not be placed in the District personnel file or local site folder of the grievant.

7.2.8 Format for Meetings

Grievance meetings shall be conducted at each step of the grievance procedure. The District representative is the chairperson of the grievance meeting. The standard format for a grievance meeting shall be as follows:

7.2.8.1 Presentation of grievant's case (including the calling of witnesses)

7.2.8.2 Presentation of respondent's case (including the calling of witnesses)

7.2.8.3 Grievant's rebuttal

7.2.8.4 Respondent's rebuttal

7.2.8.5 Discussion

7.2.9 When a matter which is, or may be, the subject of a grievance becomes the subject of an Administrative Procedure Act hearing (e.g., dismissal, non-renewal or reduction in force of permanent or probationary employees), any pending grievance on the matter shall be abated until the disposition of the APA hearing.

7.2.10 Service of Documents

Service of the District response to the grievant at any step shall be complete when either of the following has been accomplished:

7.2.10.1 A copy of the document(s) has been personally given to the grievant, or the representative (if represented by the Association or attorney), or

7.2.10.2 A copy of the document(s) has been placed in the United States mail, postage prepaid, certified mail, and addressed to the grievant, or the representative (if represented by the Association or attorney) at the grievant's last known address

7.3 Grievance Procedures

7.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.

- 7.3.2 Step 2: The grievant shall present the grievance in writing to the appropriate administrative representative of the Board.

Such grievance must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence. Within five (5) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within five (5) days after the Step 2 meeting.

- 7.3.3 Step 3: In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within five (5) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal. Step 3 hearings shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing and such a decision will terminate Step 3.

7.3.4 Arbitration

7.3.4.1 Submission to Arbitration

If the Association is not satisfied with the decision at Step 3, the grievance may be submitted, by the Association, to arbitration, provided that notification of submission to arbitration is given to the Superintendent within ten (10) days of the Association's receipt of the Step 3 decision.

7.3.4.2 Selection of Arbitrator

The Association and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules.

7.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 7.3.4.2 above shall conduct a hearing promptly, and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the issues presented, and shall tender a decision promptly, but in no event later than thirty (30) days from the date of the hearing or thirty (30) days from the deadline for filing post-hearings briefs, whichever occurs later.

7.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Association.

7.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issues(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, timelines, etc., the arbitrator shall be empowered to rule on such disputes.

7.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other collective bargaining agreement for the laws in the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award applying the language of the Agreement in force at the time of the alleged misinterpretation, misapplication, or violation.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expedient and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

7.3.4.7 Rules of Procedure

Upon agreement of the parties, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Association, the District and the grievant.

7.4 No Reprisals

No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

ARTICLE 8: LEAVES

A leave of absence is an authorization for a unit member to be absent from duty generally for a specific period of time and for an approved purpose.

Upon expiration of a leave of absence, unit members shall be returned to the same school from which the leave was taken. Such unit members will not be guaranteed the same teaching assignment. Similar to active unit members, unit members returning from leave are subject to layoff and surplus from their original school site. Thereafter, returning unit members shall be subject to Article 9, Transfer.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Part-time regular unit members shall be entitled to leaves of absence from their part-time assignments.

8.1 Personal Leaves of Absence Without Pay

Unit members may, upon request, be granted up to one (1) year of absence without pay for the following reasons:

8.1.1 Health

8.1.2 Maternity, paternity and adoption

8.1.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.

8.1.4 Child care

8.1.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may be, upon request, extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state or federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.2 Application for Leave

8.2.1 Leaves Other Than Sabbatical

A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. At the discretion of the Director, Human Resources the afore mentioned time deadline may be waived.

8.3 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to returns from leaves of absence and/or requests for extensions of leaves:

8.3.1 District Notification

On or before February 1 (October 15 for first semester leaves) of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.3.2 Unit Member Response

On or before March 1 (November 15 for first semester leaves) the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave. In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position.

8.3.3 Return Before Expiration

A unit member who wishes to return from leave prior to the agreed upon expiration of the leave shall be entitled to fill the next available vacancy for which the unit member is certified and qualified.

At the end of the school year, the unit member will be subject to other terms and conditions of the contract as though assigned to that school for the entire year.

8.4 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.5 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse or dependent child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.6 Maternity Leave

Upon request, pregnant unit members shall be granted maternity leave. Said leave shall be unpaid unless unit members have accumulated sick leave (under 8.11.1) which may be utilized. Maternity leave will be provided in accordance with existing law.

8.7 Industrial Accident and Industrial Illness Leave

8.7.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 44984 and this rule.

8.7.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.7.2.1 The employee has probationary or permanent status.

8.7.2.2 The Superintendent/designee has determined that the illness or injury was directly related to the performance of duties while in the employment of the Anaheim Union High School District.

8.7.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

8.7.4 Industrial accident and industrial illness leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified in writing by the State Compensation Insurance Fund to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.

- 8.7.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until he returns to duty, or until illness credits have been used up, whichever is sooner.
- 8.7.6 During any period a unit member is receiving his regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the unit member's leave balances shall be as follows:
- 8.7.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
- 8.7.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of a work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his full salary during the period of his absence. (See Section 44043 of the Education Code.)
- 8.7.7 A unit member, while receiving industrial accident or industrial illness leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 8.7.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

8.8 Personal Necessity Leave of Absence

~~During the 2010-2011 and 2011-2012 school years, u~~Unit members may use up to ten (10) days of accumulated sick leave without stating a reason for personal necessity provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use

- 8.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply

with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

8.8.1.1 Accident or serious illness involving his/her personal property or person or property of his/her immediate family.

8.8.1.2 Court appearance as a litigant or as a witness under order.

8.8.1.3 Religious observances

8.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

8.8.1.5 Becoming a parent by adoption, surrogate, or paternity.

8.8.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

8.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

8.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.

8.8.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave. (This section will be suspended for the ~~2009-10 and 2010-11~~ 2011-12 school years.)

8.9 Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it believes a unit member to be abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.10 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupil thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

- 8.10.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leaves of absence, while not counted as a "year of service," do not constitute a break in consecutive years of service.
- 8.10.2 A leave may be granted for the following reasons:
- 8.10.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
 - 8.10.2.2 Travel - Engage in foreign or domestic travel during each semester.
 - 8.10.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.
 - 8.10.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.10.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District Office location in which service was rendered at the time of making application for leave, subject to Article 9.
- 8.10.4 A "sabbatical leave committee" composed of certificated employees of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this committee shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purposes of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.
- 8.10.5 The total number of sabbatical leaves granted during any school year shall not exceed one percent (1%) of the total number of unit members employed by the District.
- 8.10.6 The applicant must provide a surety bond.
- 8.10.7 The applicant shall agree to serve twice the period of the leave following return to the District.

8.10.8 Return From Leave

The unit member shall, within ninety (90) days following return to active service in the District, submit a comprehensive report to the sabbatical leave committee certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

8.10.8.1 Formal Study Leave - An official transcript showing courses completed and/or degree earned and a copy of all pertinent materials developed during the leave.

8.10.8.2 Travel Leave - A written report including a complete travel itinerary and a complete file of all pertinent materials collected and/or developed during the leave.

8.10.8.3 A recommendation for use within the District of all of the materials collected or developed.

If a vacant position exists in which the unit member is certified and qualified, unit members returning from sabbatical leave shall be placed in an assignment which corresponds to the purpose of the sabbatical leave, subject to other terms and conditions of the contract.

8.10.9 Failure to Return or Observe the Sabbatical Leave Plan

If a unit member fails to return or observe the sabbatical leave plan, the Board of Trustees may take action to enforce the sabbatical leave plan.

8.10.10 Sabbatical Leave Timeline

Should sabbatical leaves be offered, the following timeline will be in effect:

Notices will be sent to all unit members by mid-October.

Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

8.11 Sick Leave, Personal Illness and Injury

8.11.1 Annual Sick Leave and Accumulation

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the unit member's total accumulated days of sick leave. These accumulated days shall include the entitlement of sick leave days granted on July 1 each year. Members of the bargaining unit employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days employment per week bears to five (5). Unused sick leave shall be accumulated from year-to-year.

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

8.11.2 Procedures for Taking Sick Leave

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

~~A unit member returning from absence must contact the school or site by 2:00 p.m. of the day preceding the day of intended return. If s/he is unable to make a determination before 2:00 p.m., the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute teacher for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.~~

Sub Caller Procedure:

Consult your "Employee's Quick Reference Guide" appended to this contract as Appendix D.

8.11.3 Half-Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave. If the absence exceeds one-half

(1/2) day, a full day shall be deducted. If the absence is for one (1) period or less, there shall be no deduction from the accumulated sick leave.

8.11.4 Verification of Absence

The Board may require satisfactory proof of the nature, extent, and duration of the illness if it believes a unit member to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the extent and duration of the disability, or the unit member's ability to return to work, the Board may require the unit member to submit to an examination by a physician selected by the unit member and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the unit member and the District.

The District shall pay for the medical examination. The unit member will be given a copy of the physician's report. Such medical reports shall be submitted to the Director, Human Resources, who shall maintain the confidentiality of such reports.

8.12 Short-Term Personal Leaves Without Pay

An excused absence without pay for a unit member may be approved for five (5) days by the principal or administrative supervisor. Upon the recommendation of the principal or administrative supervisor, the superintendent or designee, may authorize an excused absence without pay for unit members up to ten (10) days.

8.13 Court Appearance

A unit member shall be granted, not to exceed three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.14 Jury Leave

The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating

that they donated their fee to the county. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives a jury duty notice during the school year and requests a postponement of jury duty until the end of the school year in June and before the commencement of the next school year in August will receive the substitute daily rate for each day the unit member is on jury duty during the summer months. This summer postponement provision applies to laid off unit members on the re-employment list and employees who retired at the end of the previous school year. It is understood that there is no jury leave during summer school. In order to receive the regular daily substitute pay, the unit member shall file the required documentation with the District. The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

8.15 Bereavement

The District agrees to grant necessary leave of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) days if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Unit members exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence. The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member is abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.16 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay may participate in the District's health and dental and life insurance benefit program at the unit member's own expense, provided that the carrier allows and provided that an irrevocable notification is

submitted of the intent to participate prior to the commencement of the leave and provided further, the advance payment of premiums is made in accordance with a schedule developed by the Business Office.

8.17 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Board of Trustees upon evidence that the cause for granting it was misrepresented or has ceased to exist.

8.18 Employment While on Leave

Leave of absence will not be granted for the purpose of obtaining employment in another school district, educational institution, or another occupation or profession without the prior approval of the Board of Trustees. Unit members granted leaves who accept employment in violation of this section shall be notified of the termination of their leaves of absence.

8.19 Absence From Work Without Leave/Failure to Return to Work After Leave

Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

8.20 Extended Illness Leave

Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the difference between the unit member's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in Section 8.15 of this Agreement and "serious health" is any illness, injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve (12) weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

8.23 Catastrophic Leave

Unit members are permitted to irrevocably donate accrued sick leave credits for an employee who experiences a catastrophic personal illness or accident. Donations made under this catastrophic leave program shall be strictly voluntary.

Definitions

- 8.23.1 Catastrophic illness/accident means illness or non-work related injuries due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.
- 8.23.2 Eligible leave credits mean sick leave days accrued to the donating unit member.
- 8.23.3 The Sick Leave Bank represents donated eligible leave credits.
- 8.23.4 The Open Enrollment period is established as the month of October, each year.
- 8.23.5 The Board means the District Board of Trustees, Superintendent, or designee.
- 8.23.6 The Sick Leave Bank Committee shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME) and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

General Provisions

- 8.23.7 Participation in the Catastrophic Leave Program shall be voluntary, but permitted, for all qualified permanent employees.
- 8.23.8 To establish enrollment, a permanent employee must initially donate one (1) sick leave day. Employees must then donate one (1) sick leave day per year during the Open Enrollment period to maintain eligibility.

- 8.23.9 From implementation of this program through October 1998, any permanent employee who is absent due to a catastrophic illness and has exhausted all eligible leave credits may participate in the Catastrophic Leave Program without a donation.
- 8.23.10 This Program will not be operational until the total sick leave days reaches 100.
- 8.23.11 The Sick Leave Bank is available to all participating permanent employees for use during their work year. Twelve month employees may apply to use the Sick Leave Bank year around. All other employees are eligible according to their regular work year.
- 8.23.12 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, have a waiting period of sixty (60) duty days after they enroll before becoming eligible to withdraw from the Bank.
- 8.23.13 The Sick Leave Bank ~~must~~ cannot be used concurrently with the extended illness leave benefit.
- 8.23.14 The maximum amount of time for which donated sick leave credits may be used is ~~50-half-25~~ 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of ~~100-half-50~~ 50 days.
- 8.23.15 This Catastrophic Leave Program may not be used if the employee applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100% of the employee's basic salary. Employees having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
- 8.23.16 The receipt of a donated sick leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
- 8.23.17 An employee who receives donated sick leave credits shall use any leave credits, including vacation, that he or she continues to accrue on a monthly basis prior to receiving/using additional donated sick leave credits from the Sick Leave Bank.
- 8.23.18 Requests for Sick Leave Bank credits must be made in increments of ~~ten (10)~~ half-five (5) days.
- 8.23.19 If more than one applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between

and among the applicants. In this instance, additional donations of eligible leave credits may be accepted.

- 8.23.20 Member employees may make additional donations to a specific employee who has a catastrophic illness. These donations may be made at any time during the year. Any unused donations beyond those authorized by the committee will be returned to the Bank.
- 8.23.21 Any fraudulent or inappropriate use of donated days will result in the return of all donated days to the Bank. The employee will be held responsible for returning any resulting overpayment of wages.
- 8.23.22 Any unused donation will be returned to the Bank, including donations to specific employees as stated in 8.23.20.
- 8.23.23 The employee must waive any and all claims against the Board, District and its officers and employees, arising from the administration of the Sick Leave Bank Program.
- 8.23.24 The Sick Leave Bank Committee will issue a report to all employees of the status of the Bank each semester.

Donating to the Sick Leave Bank

- 8.23.25 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) sick leave day.
- 8.23.26 All transfers of eligible leave credits are irrevocable.
- 8.23.27 Employees may donate up to three (3) full days of eligible leave credits per school year. Employees must have at least ten (10) days of accrued sick leave remaining after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent.
- 8.23.28 Donations to the Bank are general donations and cannot be donated to a specific employee with the exception of 8.23.20.
- 8.23.29 When and if the donated sick leave credits reach a total of 2,000 actual days, the committee may suspend donations for one (1) year for all current members. New members, however, may donate.

Withdrawing from the Sick Leave Bank

Eligible leave credits may be requested, in writing, from the Sick Leave Bank for a catastrophic illness or accident if all of the following requirements are met.

- 8.23.30 The employee must be a member of the Sick Leave Bank before requesting sick leave credits.
- 8.23.31 The employee who is suffering from a catastrophic illness or accident provides verification of catastrophic illness as required by the Superintendent.
- 8.23.32 The verification of catastrophic illness must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or accident.
- 8.23.33 The Superintendent may require verification of the need for sick leave days beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.34 The Sick Leave Bank Committee determines that the employee is unable to work due to the employee's catastrophic illness or accident.
- 8.23.35 The employee has exhausted all accrued paid leave credits with the exception of extended illness leave.
- 8.23.36 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the employee's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Not Covered

- 8.23.37 Conditions, illnesses, or accidents resulting from commission of a felony, elective cosmetic surgery, or stress. Also not included are illnesses or accidents which may be covered under the Workers' Compensation Program.

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

A transfer is defined as the relocation of unit members between schools or between a school and a district office department. Transfers fall into two (2) categories: (1) voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

9.1.2 Seniority

For the purposes of the transfer Article, the term "seniority" shall mean the unit member's total continuous service to the District in a certificated position, beginning with the first (1st) day of paid service as a probationary employee. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the "order of employment list" required by Education Code Section 44845. This list shall be sent to the Association by November 1 of each school year and shall be posted at each site.

Every probationary or permanent employee employed after June 30, 1947 shall be deemed to have been employed on the date upon which s/he first rendered paid service in a probationary position.

9.1.3 Reassignment

For purposes of this section, a reassignment occurs when a unit member is required to teach in a department in which s/he was not teaching the previous year.

9.1.4 Opening

An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or a temporary.

~~9.1.5 Involuntary Transfer for Special Education & Itinerant Unit Members~~

~~The District and ASTA acknowledge that unit members providing mandated services to students receiving special education must have credentials, training and experiences that are unique and essential in meeting the needs of students. Specialized services provided by itinerant assignments are limited to APE, Speech/Language Pathologists, Visually Impaired and Orthopedic Services or, in exceptional circumstances, RSP teachers at more than two (2) sites. An Itinerant teacher offers services in one of the above categories at more than one site. All Itinerant teachers will be assigned to the SYS for purpose of being departmentalized for Section 9.5 (Involuntary Transfer). If a change to a unit member's assignment will result in a change of work location~~

~~(adding, eliminating or switching one or more school site) prior to or during the school year, the following process will occur:~~

- ~~1. The District will communicate and/or meet with the unit member to discuss the reason for the change of work location(s), before the change is implemented.~~
- ~~2. If the unit member agrees to the change in work location(s), the change is implemented.~~
- ~~3. If the unit member does not agree to the change of work location(s), other options will be explored and considered, including seeking volunteers.~~
- ~~4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in Appendix G will be utilized and will be applied to the employee and any other staff members who may be affected.~~

9.2 Posting of Openings

- 9.2.1 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher workyear begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to the Association Office.
- 9.2.2 An opening, for posting purposes, is not created when a permanent or probationary unit member is on a paid or unpaid leave of absence, a one (1) semester opening exists, or when a surplus unit member is available with an appropriate teaching major or minor.
- 9.2.3 Posting errors shall not be subject to grievance. The error shall be corrected prior to filling the opening.
- 9.2.4 A unit member who requests transfer to an available position and is denied may be provided a written statement, if so requested by the unit member.
- 9.2.5 The filing of a request for transfer is without prejudice. It does not jeopardize an unit member's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.

9.3 Voluntary Transfer

Any unit member may apply for a voluntary transfer by submitting a "Request for Transfer" form to Human Resources prior to the closing date of the vacancy for which they are applying. The Human Resources office will notify the principal of the school where the vacancy exists and such unit member shall be offered an opportunity to interview. The Human Resources office will also notify the principal of the teacher's current school.

9.4 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one (1) school year, providing there is agreement with the involved principal and exchange unit members. If, at the conclusion of the school year, all parties agree, the exchange of assignment shall become permanent.

9.5 Involuntary Transfer-Surplus

9.5.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curricular needs.

When a school principal is notified by the District of the school's allocation of teaching staff, the administrator, at an all-faculty meeting, shall notify the faculty of the possibility of surplus and ask for volunteers for transfer. Consideration will be given to these volunteers if it contributes to the resolution of the surplus issue as determined by the site administrator.

In determining the department from which unit members are to be surplusd, the principal will provide the department with a rationale for his/her decision. The rationale will be provided in writing upon request. The principal's decision may be appealed to the Superintendent or his/her designee. No department shall be selected for surplus, nor any unit member transferred arbitrarily or capriciously.

~~In designating the transferee, the District shall establish, in consultation with the Association, a scoring system (see Appendix G) using the following criteria:~~

~~9.5.1.1 — Credentialing~~

~~9.5.1.2 — Extra service pay assignments~~

~~9.5.1.3 — Department leadership (Department Chairperson — In the event of co-chairs, only one point shall be awarded. In no event will a point be split between two unit members. The designation of the recipient of the point shall be made at the time of hiring of the chairperson)~~

~~9.5.1.4 — Seniority~~

~~The local administrator, utilizing the established system, shall make the transfer accordingly. The District may exempt a limited number of key unit members from involuntary transfer. It is understood that in order to apply the exemption, the District will demonstrate that such exempted unit members hold a key assignment (curricular or extracurricular) within the school. The maximum number of unit members who may be exempted in each school shall be two (2). (see Appendix J)~~

9.5.2 ~~In determining the department from which unit members are to be surplused, the principal will be guided by the best interests of the school. Where it is practicable, the principal will make reasonable effort to retain those teachers who have previously been designated as members of each department in question. No department shall be selected for surplus nor unit member transferred arbitrarily or capriciously.~~Surplus Criteria Point System

In order to make the process consistent, the Association and the District agree to a scoring system to be utilized whenever a surplus situation exists. Please note that the scoring system is designed to consistently determine who will be transferred and is not designed to prevent involuntary transfers.

There are four (4) criteria that shall be used in determining who is to be surplused. Listed below are the criteria and points to be awarded.

1. Credentials: Each teacher properly credentialed to teach the subject shall be given one (1) point. Please note that CLAD is a certificate and not a credential.
2. Extra-Service Pay (ESP): Any teacher who is serving, during the current school year, in an extra-service pay position will receive one (1) point (maximum). The department chair is not given a point for extra-service pay. Only one (1) extra-service pay point is given regardless of the number of extra-service pay positions the unit member holds. The point will be determined after the Spring/4th quarter sports season begins unless the unit member has already completed an assignment. The assignment must be fulfilled by the unit member in order to maintain the point. If the assignment is not fulfilled, the point will be rescinded and the surplus process will be adjusted.
3. Department Leadership: The teacher(s) serving, during the current school year, as department chair shall receive one (1) point. No additional point is given for ESP unless the ESP position is in a different category. In cases of co-chairs, the principal must make the determination at the beginning of the year, or when the co-chair assignment is made, as to which teacher shall receive the point for this category. Half points may not be awarded.
4. Seniority: One (1) point shall be granted to each teacher in the department determined to be in a surplus situation except for those teachers corresponding to the number of transferees who have the least district seniority as listed in the Certificated Employees' Seniority Book. For example, if the department has seven (7) members and will be reduced to five (5), the five (5) most senior members get a point.

Each teacher's points from that department are totaled and, in the absence of volunteers, the teacher(s) with the lowest points will be surplused.

9.5.3 Tie Breaker for Surplus

If a tie exists after all of the steps above have been taken, the teacher with the least district seniority shall be surplusd. In the event that a tie still exists, the following criteria will be applied in the priority indicated to determine the employee that is involuntarily transferred:

- a) Persons with clear single-subject credential / Level 2 Special Education Credential (from Appendix K)
- b) Persons with preliminary single-subject credential / Level 1 Special Education Credential (from Appendix K)
- c) Persons with multiple subjects clear credential AND single subject authorization
- d) Persons with multiple subjects preliminary credential AND single subject authorization
- e) Persons with single subject internship credential
- f) Persons with clear multiple subjects credential
- g) Persons with preliminary multiple subjects credential
- h) Persons with certification authorizing instruction to EL students
- i) Persons with specialized training who are highly qualified in math, science, or special education according to NCLB requirements
- j) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair
- k) Persons with two or more single subject credentials
- l) Persons serving in three or more areas with extra service pay
- m) Persons serving in two areas with extra service pay
- o) Experience as defined by initial salary placement schedule
- p) Persons who are National Board Certified Teachers (NBCT)
- q) Persons with a Doctoral Degree
- r) Persons with a Master's Degree
- s) Persons with additional service to the district in a certificated non-teaching position
- t) Persons with additional service to the district in a non-certificated, paid position

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

9.5.4 Exemptions for Surplus

The Principal may exempt a limited number of key unit members from involuntary transfer. It is understood that in order to apply the exemption, the Principal will demonstrate that such exempted unit members hold a "key assignment" within the school. The Principal has discretion to exempt a

maximum of two unit members within a school site considering certain factors listed below.

The Principal may consider the following into the decision to exempt a unit member:

- Coordinator/Director/Advisor of a unique, special event or activity that occurs at the school site.
- Coordinator/Director/High School Head Coach of a high profile or unique program.
- A teacher who is qualified and interested to teach an existing high-level or specialized course that no other teacher at the site is qualified and interested to teach.

The Principal may not consider the following into the decision to exempt a unit member:

- Use of a particular instructional methodology.
- Committee participation or chairmanship.
- Partnership with another teacher (i.e. inclusion, team teaching, job-sharing, etc.)
- Specialized training that does not lead to one of the considerations listed above.
- Assignments that can be filled with other qualified and interested personnel at the site.

The intent of this section is to allow the principal to sustain courses, programs, events and activities at the school site and to avoid its elimination due to the loss of key personnel.

9.5.35 Transferees whose credentials and preparation do not fit existing openings will be assigned to a contract teacher substitute pool until vacancies commensurate with their qualifications occur.

9.5.46 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised of the reasons for recommending such transfer. In the event that an administrator cannot meet with the transferee due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the transferee at his/her last known address.

9.6 Involuntary Transfer for Special Education & Itinerant Unit Members

The District and ASTA acknowledge that unit members providing mandated services to students receiving special education must have credentials, training and experiences that are unique and essential in meeting the needs of students. Specialized services provided by itinerant assignments are limited to APE, Speech/Language Pathologists, Visually

Impaired and Orthopedic Services or, in exceptional circumstances, RSP teachers at more than two (2) sites. An Itinerant teacher offers services in one of the above categories at more than one site. All Itinerant teachers will be assigned to the SYS for purpose of being departmentalized for Section 9.5 (Involuntary Transfer). If a change to a unit member's assignment will result in a change of work location (adding, eliminating or switching one or more school site) prior to or during the school year, the following process will occur:

1. The District will communicate and/or meet with the unit member to discuss the reason for the change of work location(s), before the change is implemented.

2. If the unit member agrees to the change in work location(s), the change is implemented.

3. If the unit member does not agree to the change of work location(s), other options will be explored and considered, including seeking volunteers.

4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in Appendix G will be utilized and will be applied to the employee and any other staff members who may be affected.

9.67 Reassignment Within a School

Reassignments within a school are the responsibility of the principal. The principal shall take into consideration the staffing needs, the curriculum of the school and the credential authorization of the unit members. Prior to making a reassignment, the principal shall discuss the reassignment with the unit member. In the event that an administrator cannot meet with the reassigned unit member due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the unit member at his/her last known address.

No unit member shall be reassigned arbitrarily or capriciously.

Unit members whose assignments will remain the same the following year may, at their discretion, consult with the principal concerning this continuing assignment.

9.78 Superintendent's Transfer

In situations not provided for herein, such power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.89 Transfer - School Closures

Involuntary transfers made during years that schools are closed shall be made as follows:

9.89.1 All unit members subject to involuntary transfer shall be provided with a list of all vacancies in the District.

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

9.89.3 The District shall attempt to place all unit members in one of their top three (3) choices. In event of a tie, the decision shall be made at the principal's discretion.

9.910 Rights of First Return

Involuntary transferees shall have the right to return, in the event of a vacancy, to the school from which s/he was transferred within one and one quarter (1-1/4) years. This right includes vacancies which are less than full-time. Unit members who wish to return will be required to initiate a request to return when the vacancy is posted.

9.1011 Preparation Day

Whenever a unit member is to be transferred during any period of time other than the first (1st) day of the work year, said unit member shall be given a minimum of one (1) day without pupils in order to adequately relocate and prepare. In cases where unit members are moving from one site to another, upon request, the District shall assist them in moving materials.

9.1112 Notification of Transfer and/or Reassignment

Whenever practicable, the District shall:

9.1112.1 Minimize involuntary transfers and/or reassignments during times other than in the spring of a school year, to be effective at the commencement of the next school year.

9.1112.2 Notify unit members of reassignment or transfer no later than June 1 of each year.

9.1213 Layoff and Tie-Breaking Criteria

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

9.1213.1 The following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same seniority date are not

terminated. These criteria meet the particular needs of the District at the present time:

- a) Persons with clear single-subject credential / Level 2 Special Education Credential (from Appendix K)
- b) Persons with preliminary single-subject credential / Level 1 Special Education Credential (from Appendix K)
- c) Persons with multiple subjects clear credential AND single subject authorization
- d) Persons with multiple subjects preliminary credential AND single subject authorization
- e) Persons with single subject internship credential
- f) Persons with clear multiple subjects credential
- g) Persons with preliminary multiple subjects credential
- h) Persons with certification authorizing instruction to EL students
- i) Persons with specialized training who are highly qualified in math, science, or special education according to NCLB requirements
- j) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair
- k) Persons with two or more single subject credentials
- l) Persons serving in three or more areas with extra service pay
- m) Persons serving in two areas with extra service pay
- n) Persons serving in one area with extra service pay
- o) Experience as defined by initial salary placement schedule
- p) Persons who are National Board Certified Teachers (NBCT)
- q) Persons with a Doctoral Degree
- r) Persons with a Master's Degree
- s) Persons with additional service to the district in a certificated non-teaching position
- s)t) Persons with additional service to the district in a non-certificated paid position
- t)u) Persons currently serving at a Program Improvement and/or at a Quality Education Investment Act School

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

~~9.12.1.3 Persons with specialized training/experience who are Highly Qualified in math, science or special education according to NCLB requirements.~~

~~9.12.1.4 Persons who are currently assigned, as of March 15, to one of the following specialized assignments listed as follows, not listed in priority order:~~

~~A. Activities Director~~

~~B. Athletic/Intramural Sports Director~~

~~C. Department Chair~~

~~9.12.1.5 Persons with one or more of the following credentials, certificated and/or graduate degrees, priority listed as follows:~~

~~A. Majors in a core academic teaching subject: Math, science, social science, or English language arts, possessing more than two (2) teaching credentials.~~

~~B. Majors in an academic teaching subject: Math, science, social science, or English language arts, possessing two (2) teaching credentials.~~

~~C. Two (2) or more teaching credentials.~~

~~D. Standard Secondary or Single Subject Credential.~~

~~E. Standard Elementary or Multiple Subject Credential.~~

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Work Year

The ~~2010-2011~~2011-2012 work year will be reduced by six (6) days from the ~~2009-2010~~ work year. The year shall be set forth in the calendar which is incorporated herein as Appendix A. The 2011-2012 work year may change, subject to the agreement regarding furlough days in Article 14.1.

~~(See attached Student/Teacher Calendar for 2010-2011.)~~

10.1.1 Staff Development Days

The work year for ~~2010-2011~~ for certificated employees shall be ~~179-185~~ days. ~~Of those days, 176 will be instructional days and three (3) will be non-instructional days.~~ Three (3) days are devoted to staff development activities. Unit members at each site shall be actively involved in planning the staff development activities. In those sites where there is an existing staff development committee, the committee and the site administrator shall be involved in planning the staff development activities.

10.1.2 Classroom Preparation

Unit members shall be entitled to a minimum of one-half (1/2) day to prepare their classrooms prior to the start of the student school year.

10.2 Workday

The workday for unit members shall begin at least thirty (30) minutes before the beginning of the students' normal instructional day and continue for a reasonable length of time after the close of the students' regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs. These modifications may not be of a permanent and/or continuing nature.

10.3 Adjunct Duties

Unit members are required to remain a sufficient amount of time after their last assignment to fulfill necessary adjunct duties such as caring for student academic needs, attending parent or administrative conferences and meetings, and participating in other activities related to the assignment.

Unit members who are required by an administrator to attend an IEP meeting more than one and a half hours beyond the student day shall be paid at the hourly rate for any time beyond the one and a half hours.

10.4 Supervision Duties

Unit members may be assigned supervision duties during the regular instructional year such as campus supervision and performances, school tutoring programs, athletic events, dances, and detention that occur outside of the regular instructional day. The District shall assign such duties equitably among site unit members based upon choices indicated by the unit members. In no case shall unit members be assigned more than ~~three events~~ or six hours of supervision duty annually. Each duty shall be a minimum of 15 minutes in duration.

The preliminary supervision duty categories shall be determined and posted at the site before the end of the preceding instructional year. Sign-ups will occur at the beginning of the teacher work year.

10.5 Preparation Time

The District shall schedule one (1) daily conference period for each full-time classroom unit member. Unit members shall not be required by principal or designee to give up their preparation and planning time more than two (2) times per year to cover for other teachers without compensation at the hourly rate of pay in cases of unplanned, unforeseen or unscheduled events or circumstance. Class coverage less than the full period shall count as full class coverage for purposes of counting the number of class coverage periods.

~~10.5.1 Class coverage by unit members during their daily conference period will only be utilized in cases of unplanned, unforeseen or unscheduled events or circumstance.~~

10.5.21 Records of class coverage which include the teacher's signature shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site.

10.5.32 Day-to-day substitutes will be used for class coverage prior to requiring a teacher to provide class coverage.

10.5.43 Class coverage for a teacher who is attending a conference, in-service or workshop shall not be considered an "unplanned, unforeseen or unscheduled event".

~~10.5.4~~ After the first two class coverage periods, bargaining unit members shall be compensated one hour's pay for each class coverage, or portion thereof as follows: less than 15 minutes will be compensated as ¼ hour at the hourly pay rate, 15 minutes to half of the class period as ½ hour at the hourly pay rate and more than half the period as one hour at the hourly rate of pay.

~~10.5.5~~ Bargaining unit members may agree to class coverage for planned reasons for the hourly rate of pay. This coverage will not count as either of the required coverage periods from article 10.5.

10.5.6 Class coverage for any bargaining unit member shall not be required for two consecutive days without the bargaining unit members' consent.

10.6 Lunch Period

Each unit member shall receive a daily duty free lunch period of at least thirty (30) minutes exclusive of a five (5) minute passing period.

10.7 Teacher Assignments

In the preparation of teaching assignments, the District agrees to the following:

10.7.1 Administrators shall consult with department chairpersons prior to initiating the development of the master schedule. Teachers shall make their teaching preferences known to the administrator through the department chairperson prior to the development of the master schedule. A unit member shall retain the right to consult with the administrator regarding his/her assignment.

10.7.2 Three (3) working days prior to the close of the school year the principal or designee shall notify all staff members of their tentative assignments by class periods for the ensuing school year. Changes made subsequent to this notification may be made after the principal/designee has directly consulted by phone or given the unit member five (5) days notice by certified mail to the last known address of the unit member, of the unit member's opportunity to consult regarding the proposed changes. If inclusion becomes part of an assignment or is removed as part of an assignment, it shall be considered a change and shall require such notice. Failure to respond to the mailed notice shall be deemed a waiver, by the unit member, of such consultation rights.

10.8 Substitute Coverage

Except in an emergency, when substitutes are available they will be hired to replace any teacher when it is known in advance that s/he will be absent from his/her assignment for more than two (2) periods.

10.9 Course Preparation

~~The District will attempt to limit the number of course preparations assigned to each teacher in the master schedule. In the event that more than two (2) preparations must be assigned, the District shall first consult with the unit member involved.~~

Both parties recognize that the additional workload created by three or more course preparations may reduce the effectiveness of a teacher. It is therefore agreed that the administration will make a reasonable attempt to limit the number of course preparations assigned to each teacher to two (2) course preparations per semester. The administration will consider all reasonable alternatives to ensure that the number of course preparations is equitable throughout each department and throughout the school.

10.9.1 A course preparation is defined as any situation in which the teacher must specifically prepare lessons, tests, or other activities for any class or block having a different course title, course number, or having different identified ability levels within a course title. "Different identified ability levels" does not refer to the normal diversity of academic abilities found in a regular classroom but rather to an individual or group that is designated by the school as requiring special accommodations. RSP teachers who are assigned to inclusion classes for the purpose of planning for and participating in instruction with more than one regular education teacher shall be recognized as having one course preparation for each teacher to which they are assigned.

10.9.2 In the case that a teacher may need to be assigned more than two (2) course preparations, the school administration will consider all reasonable alternatives to alleviate the additional responsibility being placed on the teacher and make a reasonable attempt to remedy any departmental inequities that may be created by the assignment of an additional course preparation.

10.9.3 If it has been determined that, in the best interest of the school, it is necessary to assign a teacher more than two course preparations, the teacher may request a meeting with the administrator no later than two (2) workdays from receipt of verifiable notice of the assignment. At this meeting the administrator will consider the teacher's input and provide written rationale for the assignment.

10.9.4 Unit members may request a meeting with the administration during the summer if they are notified after the end of the school year that their teaching schedule will contain more than two course preparations. It is understood that requesting a meeting during the summer is optional for the unit member. If the unit member chooses not to schedule a meeting, the timeline for the request begins the first workday of the new school year.

10.9.5 If the teacher is not satisfied that all options have been fully explored at the school site, the teacher may file an appeal with the Superintendent's designee no later than two (2) workdays from the receipt of the written rationale or two (2) workdays from the first day of the work year for changes that may have occurred over the summer. The Superintendent's designee will respond to the appeal within five (5) workdays.

10.10 Instructional Day

If the number of instructional minutes for a particular school allows, and upon request of a principal and a majority of the faculty, the District shall grant an additional minimum day at the end of each semester for testing, grading, and other record keeping purposes.

~~10.11 Academic Freedom~~

~~Academic freedom shall be guaranteed to teachers in order to create an atmosphere of freedom in the classroom which does the following: permits teachers to select the~~

~~methodology they use in teaching the standards, as long as they continue to receive satisfactory evaluations, permits students and teachers to raise questions dealing with critical issues of the time, and maintains an atmosphere conducive to the study, investigation, presentation, and interpretation of facts.~~

10.4211 Professional Attire

Certificated staff is requested to be professionally dressed while on duty. Therefore, the Association and the District agree to the following guidelines:

10.12.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

10.12.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

10.12.3 Physical Education teachers or unit members assigned to teach in classrooms without air conditioning may be permitted to wear shorts while on duty.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

10.4312 Minimum Day

The District shall schedule one (1) student minimum day to be held on the same day that either an Open House or Back-to-School Night event is held at each site designated as a junior high. The minimum day shall be determined by the site administrator with input from the site unit members.

10.4413 Traveling Teachers

Unit members required to travel to different classrooms during the school day will be provided an adequate workspace during the conference/prep period.

10.4514 Loss of Classroom

An attempt shall be made to accommodate room assignments so that a unit member does not lose the use of their assigned classroom during their conference period for more than two (2) consecutive school years.

ARTICLE 12: EVALUATION PROCEDURES (see Appendix H)

The District and the Association agree that an effective evaluation system recognizes the complexities of teaching and student learning, while focusing on continuous improvement of the evaluatee's teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

Procedures

12.1 Evaluator

The principal or designated administrative representative shall conduct the evaluation. However, the unit member shall have the right to request an alternate evaluator. Such request shall be made in writing to the principal or immediate supervisor. Should the request be denied, the rationale shall also be submitted in writing to the unit member. All evaluators must have appropriate training and regular calibration in all evaluation procedures and instruments.

12.2 Tiered Evaluation

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Accordingly, the evaluation process shall be comprised of the three following tiers:

Tier One – The Tier One Teacher is a unit member who has completed less than ten (10) years certificated service serving in a position established by Article 2.1.1 in the District, or less than eight (8) years in permanent status in the District, and has had satisfactory evaluations. The frequency of evaluation shall be as follows: (1) Non-permanent unit members shall be evaluated every year; and (2) Permanent unit members shall be evaluated every other year until they achieve Tier Two Teacher status as defined below.

Tier Two – The Tier Two Teacher has received satisfactory evaluations for the past two evaluation periods, is a permanent teacher and has completed 10 (ten) years or more certificated service serving in a position established by Article 2.1.1 in the District, is NCLB compliant (if applicable), and holds an appropriate credential. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other unit members.

Improving Teacher – The Improving Teacher has received an unsatisfactory evaluation in the previous year based on the Tier One or Tier Two evaluation process, has been referred to Peer Assistance Review (PAR), and has developed a remediation plan with the evaluator and the PAR consulting teacher. has a remediation plan in effect, and has been referred to PAR. An Improving Teacher shall have a minimum of three observations during the evaluation/remediation period conducted by their evaluator.

12.3 Goals and Objectives

The following Goals and Objectives shall be the basis of all evaluations regardless of the tier or level used in each individual evaluation.

12.3.1 Engaging and Supporting Students in Learning

Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

12.3.2 Creating and Maintaining Effective Environments for Student Learning.

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. They use instructional time to optimize learning.

12.3.3 Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide equitable access to the content.

12.3.4 Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

12.3.5 Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

12.3.6 Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator will not see all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

12.4 Frequency of Evaluation

All non-permanent Tier One unit members shall be evaluated every year. Permanent unit members shall be evaluated every other year until reaching Tier Two status. As provided herein, Tier Two Teachers shall be evaluated every five years if they meet the requirements of state and federal laws.

Should the evaluator determine that, because of observed and documented deficiencies in meeting the District's Goals and Objectives outlined herein, a Tier One or Two Teacher requires a more formal evaluation; the evaluator shall notify the teacher at least two weeks before the end of the school year. Or, if the teacher is being evaluated, the evaluator shall give an unsatisfactory evaluation which will bring about an Improving Teacher evaluation in the subsequent year. Such deficiencies shall only be related to the Goals and Objectives found in this article.

In the event an evaluatee believes the above administrative decision is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the evaluatee may appeal the final evaluation, by providing specific information and data to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

12.5 Preliminary Evaluation Conference

The evaluator shall conduct a Preliminary Evaluation Conference with each evaluatee prior to the commencement of the formal evaluation. The purpose of the Preliminary Evaluation Conference is to allow both the evaluator and unit member to review the evaluation process, including the Goals and Objectives, and discuss examples of expected performance. The goal of this process is to reach an understanding regarding the expectations for the observation.

12.6 Scheduling of the Observation

The evaluator and the evaluatee will meet no less than 10 days prior to the [first] observation to schedule the date and time that the initial observation is to occur. This meeting may also serve as an opportunity to allow both the evaluator and the unit member to review the evaluation process, including the Goals and Objectives, and to discuss the different kinds of evidence which may be used to measure the achievement of those expectations.

12.7 Pre-Observation Conference

A pre-observation conference shall be held between the evaluator and the evaluatee within 10 days of the first scheduled observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time.

12.8 Observations

The unit member to be evaluated shall be observed in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and objective. The time limit may be extended by mutual agreement of the evaluator and evaluatee.

12.9 Evaluation Forms

All evaluation/observation forms are appended to this agreement. The administration at individual school sites shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

12.10 Evaluation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and cannot be altered or extended with the exception of what is noted in section 1.8.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system, processes and forms shall be explained to the unit members scheduled to be evaluated.

Observation is Scheduled

At Least Five Work Days Before the Classroom Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. At this time the Pre-Observation Conference Form will be discussed with the evaluatee.

Prior to December 1 – At least one observation report shall be completed for all probationary unit members.

Prior to the End of the Third Quarter – A Second Observation report shall be completed for all probationary unit members, and in addition, all further observation reports must be completed for all other unit members being evaluated.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the unit member evaluatee.

12.11 Constraints

If in the opinion of the site administrator a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher shall not be utilized in any evaluation or subsequent disciplinary action.

No final evaluation shall be based on the results of any standardized test information.

Although unit members may be observed in multiple disciplines, no unit member shall be evaluated in more than one (1) discipline unless the evaluator and evaluatee agree otherwise.

All information and data used in the evaluation process shall be utilized with the complete knowledge and disclosure to the evaluatee. Student comments or interviews shall not be included in any evaluation.

The use of any electronic listening or recording device in any classroom without the prior consent of the unit member and principal of the school is strictly prohibited.

12.12 Academic Freedom

Academic freedom shall be guaranteed to unit members in order to create an atmosphere of freedom in the classroom which does the following: (1) permits unit members to select the methodology they use in teaching the standards (as long as they continue to receive satisfactory evaluations); (2) permits students and teachers to raise questions dealing with critical issues of the day; and (3) maintains a classroom atmosphere conducive to the study, investigation, presentation and interpretation of facts.

12.13 Appeal Process

In the event a unit member believes the content of the final evaluation is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal the final evaluation, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

~~12.4 — Alternative Evaluation~~

~~12.4.1 — The California Standards for the Teaching Profession (CSTP) adopted by the State Board of Education will be available to unit members who meet all of the following conditions, participated in the BTSA program as a new teacher, or as a support provider:~~

~~12.4.1.1 — Is assigned to an evaluator who is a CSTP trained administrator.~~

~~12.4.1.2 — Has mutual agreement with the local site administrator.~~

~~12.4.1.3 — Has participated in a minimum of three (3) hours of training in the Standards.~~

~~Unit members on a remediation plan as specified in Section 12.1.11 shall remain with the same evaluation form.~~

~~12.4.2 — Permanent teachers who are not on a remediation plan may volunteer for an alternative evaluation program. The teacher and the site administrator will meet to establish the form and the timelines of the alternative evaluation. Examples of evaluation options may include collaborative groups, portfolios, peer coaching, or a curricular project. By mutual agreement, the evaluator may agree to other alternative options. The timelines for the establishment of the alternative evaluation plan and for the final evaluation shall be the same as Section 12.1.12 of this Agreement.~~

~~12.5 — Peer Assistance and Review~~

~~The Association and the District agree that the Peer Assistance Review (PAR) program shall only be implemented if the District receives funding for the program from the State. The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred or volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.~~

~~12.5.1 Joint Committee~~

~~The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee.~~

~~The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, the teacher members of the Joint Committee shall receive a stipend of \$4,000 per year.~~

~~The Joint Committee shall be responsible for the following:~~

~~12.5.1.1 Providing annual training for the Joint Committee members.~~

~~12.5.1.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.~~

~~12.5.1.3 Selecting the panel of Consulting Teachers.~~

~~12.5.1.4 Selecting trainers and/or training providers.~~

~~12.5.1.5 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.~~

~~12.5.1.6 Notifying participation in the Peer Assistance and Review program by written notification to the referred PAR Participating Teacher, the Consulting Teacher and the site Principal.~~

~~12.5.1.7 Making available the list of the panel of Consulting Teachers to the PAR Participating Teacher.~~

~~12.5.1.8 Adopting Rules and Procedures for effectuating the provisions of this Article. Said Rules and Procedures will be consistent with the~~

provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.

~~12.5.1.9~~ Distributing, annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

~~12.5.1.10~~ Establishing a procedure for application as a Consulting Teacher.

~~12.5.1.11~~ Determining the number of Consulting Teachers in any school year, based upon participation in the Peer Assistance and Review program, the available budget and other relevant considerations.

~~12.5.1.12~~ Reviewing the report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the referred PAR Participating Teacher's progress in the Peer Assistance and Review program.

~~12.5.1.13~~ Evaluating, annually, the impact of the Peer Assistance and Review program in order to improve the program.

~~12.5.2~~ Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

~~12.5.3~~ Hold Harmless

This District agrees to indemnify and hold harmless and provide a defense to any Association selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in Peer Assistance and Peer Review. The Association retains the right to participate in the litigation. The District will pay legal costs and fees in such actions.

~~12.5.4~~ PAR Participating Teachers

~~12.5.4.1~~ A PAR Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/ or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

~~12.5.4.2~~ A PAR Participating Teacher will be assigned to a Consulting Teacher from a panel of teachers. The Referred PAR Participating Teacher may petition the Joint Committee for a different Consulting Teacher.

~~12.5.4.3 The Referred Participating Teacher has the right to be represented at any Joint Committee meeting or any meeting with administrators throughout these procedures by the Association representative of his or her choice.~~

~~12.5.4.4 A Volunteer PAR Participating Teacher is an experienced teacher with permanent status who volunteers to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. The Volunteer PAR Participating Teacher may elect to exit the program at any time. All materials and documents related to the peer assistance shall be strictly confidential.~~

~~Therefore, such materials and documents shall not be placed in the unit member's personnel file and shall not be distributed to anyone except the Consulting Teacher and Volunteer PAR Participating Teacher.~~

~~12.5.4.5 The Joint Panel shall have the right to extend the period of participation for a Referred PAR Participating Teacher for a period of up to one (1) additional year.~~

~~12.5.5 Consulting Teachers~~

~~12.5.5.1 A Consulting Teacher is a teacher who provides assistance to a PAR Participating Teacher pursuant to the Peer Assistance and Review program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:~~

~~12.5.5.1.1 A credentialed classroom teacher working at least 60% of the time in direct student instruction with permanent status.~~

~~12.5.5.1.2 At least nine (9) years of teaching experience with five (5) most recent years as a teacher in classroom instruction in the District.~~

~~12.5.5.1.3 Shall demonstrate exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.~~

~~12.5.5.2 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:~~

~~12.5.5.2.1 A reference from a building principal or immediate supervisor.~~

~~12.5.5.2.2 A reference from an Association representative.~~

~~12.5.5.2.3 A reference from another classroom teacher.~~

~~All applications and references shall be treated with confidentiality.~~

~~12.5.5.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee after candidates have had classroom observations by the Joint Committee members.~~

~~12.5.5.4 A Consulting Teacher shall be released from all regular classroom teaching duties. The term of the Consulting Teacher shall be two (2) years with an option to apply for a second two (2) year term. A teacher may not serve in the position for more than two (2) consecutive terms. A teacher may not be appointed to an administrative position in the district while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.~~

~~12.5.5.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a stipend of \$4,000, per year, for all work necessary to complete the assignment.~~

~~12.5.5.6 Upon completion of his or her service as a full time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with Article 9, Transfer Procedures, of this Agreement. The Joint Committee shall include a statement on the application specifying the return rights of a Consulting Teacher.~~

~~12.5.6 Procedure~~

~~The number of PAR Participating Teachers assigned to each Consulting Teacher shall be determined by the Joint Committee. Consulting Teachers shall assist PAR Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the PAR Participating Teacher.~~

~~12.5.7 Performance Goals~~

~~The Consulting Teacher and the Site Administrator shall meet with the PAR Participating Teacher to discuss the Peer Assistance and Review program, to establish mutually agreed upon performance goals.~~

~~12.5.8 Assistance Plan~~

~~The Consulting Teacher and the Referred PAR Participating Teacher shall develop the assistance plan and develop a process for determining successful completion of the Peer Assistance and Review program.~~

~~12.5.9 Observations~~

~~The Consulting Teacher shall conduct multiple observations of the PAR Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.~~

~~12.5.10 Progress~~

~~The Consulting Teacher shall monitor the progress of the Referred PAR Participating Teacher and shall submit to and discuss with the Referred PAR Participating Teacher periodic written reports.~~

~~12.5.11 Reporting~~

~~Consulting Teachers shall report their activities on a regular basis to the Joint Committee.~~

~~12.5.12 Limitations~~

~~The Consulting Teacher shall continue to provide assistance not to exceed one (1) school year to the Referred PAR Participating Teacher until he or she concludes that the teaching performance of the PAR Participating Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may authorize additional assistance beyond the one year period. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred PAR Participating Teacher to receive his or her signature before it is submitted to the Joint Committee. The Referred PAR Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.~~

~~The Consulting Teacher shall submit a final report to the Joint Committee. The Referred PAR Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred PAR Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.~~

~~12.5.13 Results~~

~~The results of the Referred PAR Participating Teacher's participation in the Peer Assistance and Review program shall be made available for placement in his or~~

~~her personnel file, and may be used in the evaluation of the Referred PAR Participating Teacher.~~

~~12.5.14 Unresolved Issues~~

~~Any unresolved issues shall be referred to the Joint Committee for final resolution.~~

~~(The parties agree that this Article will remain open for possible revisions through the term of the Agreement. The revisions will be proposed solely as a result of findings of the 2007-08 evaluation procedures pilot outlined in the August 2007 Memorandum of Understanding.)~~

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Teachers

The 2011-2012 salary schedule shall be the schedule in effect in 2009-2010, hereby incorporated in Appendix B. The salary schedule may change, subject to the following agreements.

If the 2011-12 Funded Base Revenue Limit per ADA (BRL/ADA) falls below \$5988, the 2011-12 work year and the equivalent percentage on the salary schedule will be reduced as follows:

<u>BRL/ADA between \$5988 and \$5939</u>	<u>Work year remains at 185 days</u>
<u>BRL/ADA between \$5938 and \$5907</u>	<u>Work year reduced by one budget-cut day</u>
<u>BRL/ADA between \$5906 and \$5875</u>	<u>Work year reduced by two budget-cut days</u>
<u>BRL/ADA between \$5874 and \$5843</u>	<u>Work year reduced by three budget-cut days</u>
<u>BRL/ADA between \$5842 and \$5811</u>	<u>Work year reduced by four budget-cut days</u>
<u>BRL/ADA less than \$5810 and \$5779</u>	<u>Work year reduced by five budget-cut days</u>
<u>BRL/ADA lower than \$5779</u>	<u>Work year reduced by six budget-cut days</u>

For purposes of implementing this language, the Funded Base Revenue Limit per ADA will be rounded up or down to the nearest dollar.

In addition, the parties agree to reopen salary, work year, and/or class size if any of the following occurs:

- The 2011-12 State Budget has not passed by October 15, 2011.
- The 2011-12 State Budget has passed with mid-year cuts.
- The other employee groups have entered into an agreement that is not an equivalent or comparable reduction.

~~The District and ASTA agree that six (6) furlough days will be applied to the 2010-2011 school calendar reducing the teacher's work year from 185 days to 179 days. The 2009-2010 Teacher Salary Schedule will be reduced by an amount equivalent to the reduction in the work year and will result in the 2010-2011 Salary Schedule and is hereby incorporated into this Agreement as Appendix B-1. The 2009-2010 Salary Schedule is included as Appendix B-2.~~

~~The District may reopen negotiations for 2010-2011 if any changes negatively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's 2009-2010 base revenue limit of \$5,729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.~~

~~ASTA may reopen negotiations for 2010-2011 to reduce the furlough days if any changes which positively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's base revenue limit,~~

~~category funding and applicable category flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.~~

14.2 Salary - Extra-Service Pay

Extra-Service Pay is hereby incorporated as Appendix C of this Agreement.

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the 2009-2010 Teachers Salary Schedule (Appendix B-2) and the amount will increase as the Teachers Salary Schedule (Appendix B-1) increases.

14.2.1 Department Chairpersons, BTSA Support Providers, Peer Assistance and Review Consulting Teachers and Peer Assistance and Review Committee Members will be paid monthly with their contract pay. Duties assigned are within the scope of the school day.

14.2.2 Effective with the 2002-2003 school year, the number of Special Education Department Chairpersons at each site shall be reduced by attrition to:

One (1) RSP Special Education Department Chairperson,

One (1) Mild to Moderate Special Education Department Chairperson, and

One (1) Moderate to Severe Special Education Department Chairperson.

Unit members who serve as Special Education Department Chairpersons during the 2001-2002 school year shall continue in their current extra service pay position until the unit member voluntarily resigns or is removed from the position in compliance with Article 17.2.4 of this Agreement.

14.2.3 An attempt shall be made to hire unit members for Extra-Service Pay positions before non-bargaining unit members.

14.3 Salary Schedule Placement, Advancement and Structure

14.3.1 Salary Schedule

Certificated Unit Members

Unit members who hold or qualify for the Special Secondary, Junior High, General Secondary, Standard Secondary, or Ryan credentials will be placed on and advanced on the salary schedule as follows:

1 Col. I Bachelor's Degree

2 Col. II Bachelor's Degree plus 30 semester hours

3 Col. III Bachelor's Degree plus 45 semester hours or Master's Degree

4 Col. IV Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Director, Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching service outside the District shall be allowed at the rate of one (1) step for one (1) year of comparable service, but in no case shall placement be made above Step 7. A unit member shall be credited with a year of credentialed public school teaching experience whenever he/she was in a paid status for at least seventy-five (75%) percent of the work days designated for the affected position. Credit for credentialed experience in a WASC accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

- 14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA) or Association of American Education.
- 14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's degree.
- 14.3.5 Any unit member with fifteen (15) complete years of continuous service in the District shall be placed on Step 16 of the salary schedule.
- 14.3.6 Any unit member with twenty (20) complete years of continuous service in the District shall be placed on Step 21 of the salary schedule.
- 14.3.7 Any unit member with twenty-five (25) complete years of continuous service in the District shall be placed on Step 26 of the salary schedule.
- 14.3.8 An additional annual stipend of \$2000 will be paid for an earned doctoral degree from an accredited university.

For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of \$2000.

14.3.9 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step. Regular full-time unit members who, in any one school year, are in paid status for a least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.10 Horizontal Movement

A unit member shall be placed on the appropriate column after written proof of semester units completed or degree earned has been submitted to the Human Resources Office and approved by the Board of Trustees.

Course credit for salary placement and movement shall be given only for lower division, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission.

14.3.10.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement:

14.3.10.1.1 Lower division, upper division, or graduate courses that meet any of the five (5) criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three (3) weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two (2) weeks.

14.3.10.2 Criteria for courses accepted for salary schedule advancement:

14.3.10.2.1 A subject directly related to the current or proposed teaching assignment.

14.3.10.2.2 A subject directly related to a unit member's teaching major or teaching minor.

14.3.10.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.10.2.4 A subject required by a California credential, evaluation, or renewal.

14.3.10.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.10.3 Evidence of successful completion of course work or degrees prior to the start of the school year, submitted to Human Resources by November 1, shall be retroactive to September. Evidence of successful completion of course work or degrees prior to February 1, submitted to Human Resources by March 1, shall be retroactive to February 1.

14.3.10.4 The burden of proof of training experience, possession of credentials, and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of a unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.11 Salary Schedule Credit

Full salary schedule credit shall be granted for Peace Corps teaching and VISTA teaching.

Credit for one (1) year's service for teacher salary schedule placement purposes shall be granted substitute teachers for each 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.

Beginning July 1, 2007, full salary schedule credit up to six (6) years shall be granted to all unit members newly employed in the District for regular teaching experience gained prior to employment in the Anaheim Union High School District.

The Superintendent or his/her designee may recommend salary schedule credit for experience gained which is related to teaching.

14.4 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at a rate equal to previous years IRS allowable rate per mile, and if two (2) or more unit members ride in the same car, the reimbursement rate of two cents more than the allowable IRS allowable rate will be paid on a daily round trip basis. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the standard IRS business mileage rate in effect. Use of personal automobiles must have prior approval of supervisor and comply with Board policies.

14.5 Daily Rate of Pay

Daily rate of pay shall be determined by dividing the unit member's annual salary by the number of days of required service as indicated in the school calendar.

14.6 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

14.7 Golden Handshake

The District shall make available the provisions commonly referred to as the "Golden Handshake" to all eligible employees provided the State authorizes it and the District will save money.

14.8 Extra Teaching Periods

Upon mutual agreement of the District, the unit member and the Association, a unit member may agree to teach six (6) periods at the high school or seven (7) periods at the junior high school. The unit member shall be compensated at a rate equal to 1/6th (16.7%) of his/her daily rate of pay. It is understood that such periods are in the Key to Learning and the school's master schedule. It is also understood that the extra teaching periods are during the regular school day during the regular school year.

ARTICLE 16: PART-TIME EMPLOYMENT/JOB SHARING

16.1 Part-Time Employment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time unit member subject to the following conditions:

- 16.1.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.
- 16.1.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment, and currently earning a salary equivalent to Column II, Step 7, or more.
- 16.1.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half (1/2) the days required for the individual's position classification.
- 16.1.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.
- 16.1.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.
- 16.1.6 The request for part-time employment must be exercised at the request of the unit member and formalized by a written agreement prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making application and reaching agreement. The agreement can be revoked only with the mutual consent of the unit member and the District.
- 16.1.7 The unit member who elects a reduced workload in accordance with the conditions of this policy shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

16.1.8 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.

16.1.9 No unit member shall be entitled to receive retirement credit for more than ten (10) years of service under this policy.

16.2 Job Sharing

16.2.1 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing. The minimum job sharing employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment. The term "one-half" (1/2) means full-time for one-half (1/2) of days required for the individual's position classification. The unit member receives fringe benefits under Article 15 during the term of his/her employment. The District reserves the right to deny the granting of job sharing if doing so would create a legal/staffing problem, as determined by the District.

16.2.2 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two (2) unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. An application for job-sharing must include a proposal specifying how the employee will fulfill the responsibilities and duties of the position. The total number of positions shared by unit members participating in a job share shall not exceed 1% of the bargaining unit. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. Notwithstanding other provisions of this Agreement, job sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.

16.2.2.1 Upon request of the two (2) unit members and approval of the principal, a job sharing assignment may be renewed provided the two (2) unit members notify the District prior to March 1.

16.2.2.2 If a unit member on a regular contract is in a job sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to her/his original school if a position for which the unit member is certificated is available.

16.2.2.3 If a unit member on a regular contract is in a job sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which the unit member is certificated.

16.2.2.4 In order to advance on the salary schedule, the bargaining unit members in the job share must work a minimum of 75% of the 185 work days, which is a total of 139 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

ARTICLE 17: DISCIPLINE

17.1 Files

17.1.1 District Personnel File

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review or, with the unit member's written consent, may conduct the review. Each unit member's personnel file shall contain only materials and documents as provided by law including the following:

17.1.1.1 Pre-employment information

17.1.1.2 Medical reports

17.1.1.3 Copies of annual contracts and supplemental contracts

17.1.1.4 Transcripts

17.1.1.5 Certification material

17.1.1.6 Letters of commendation

17.1.1.7 Copies of official personnel action

17.1.1.8 Written evaluations

17.1.1.9 Other materials, as agreed between the unit member and the Director, Human Resources.

17.1.2 Materials placed in the unit member's district personnel file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her district personnel file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her district personnel file within a reasonable period of time following the date of the complaint. Any material shall be removed from the district personnel file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.1.3 Local Site Folders

17.1.3.1 In addition to copies of materials found in 17.1.1, the local site folder may contain only the following:

17.1.3.1.1 Emergency Information Card

17.1.3.1.2 Principal/Supervisor copies of official personnel actions

17.1.3.1.3 Principal/supervisor documentation of actions which may lead to official personnel actions

17.1.3.1.4 Personal Data Sheet

17.1.3.1.5 Copies of forms which are prohibited by this Agreement from placement in the district personnel file

17.1.3.1.6 Items in the local site folders shall be destroyed whenever a unit member transfers to another site or terminates employment with the District with the exception of items that could lead to disciplinary actions and items mutually agreed upon by the unit member and principal.

17.1.3.2 Materials placed in the local site folder as described in 17.1.3.1 with the exception of item 3 are generally materials known to the unit member. Written "documentation of actions which may lead to official personnel action" will be made known to the unit member prior to use in any official personnel action. Twelve months after the receipt of a verbal warning document, the unit member may request the site administrator remove any record of said verbal warning from the local site file. If the request is denied, the unit member may appeal the decision to the Asst. Supt. of Human Resources.

17.2 Discipline

17.2.1 Process - Normally, the district shall utilize a "progressive discipline" procedure which utilizes the following steps:

17.2.1.1 Verbal warning(s)

17.2.1.2 ~~Conference with written memorandum of summary~~ Written warning

17.2.1.3 Written Reprimand(s)

17.2.1.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to not require stringent adherence to the steps outlined. It is further agreed, however, that no

unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause.

In order to progress from one step to the next there must have been reoccurrence of like or related action that brought about the previous step or steps.

17.2.2 Notice of Progressive Discipline - In the administration of the overall discipline program of the district, it will be clearly noted on any written notice stating if the discipline represents a:

17.2.2.1 ~~Notice of Conference Memorandum~~ Written warning, or

17.2.2.2 Written Reprimand

17.2.3 Right to Representation - A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, any conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.2.4 Extra-Service Pay Assignments

17.2.4.1 Removal of Unit Member For Extra-Service Pay

The District may remove unit members from extra-service pay positions (Appendix C) subject to due process. For purposes of this section, due process means:

17.2.4.1.1 Verbal warning

17.2.4.1.2 ~~Conference with written memorandum~~ Written warning

17.2.4.1.3 Written reprimand

17.2.4.1.4 Removal

It is understood that any written material or documents related to the removal of a unit member from an extra-service pay position shall not be placed in the unit member's district personnel file but may be placed in the local site folder.

17.2.4.2 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed that the District shall not be obligated to follow the

principle of just cause in the removal of unit members from extra-service pay positions.

17.3 Complaints Against Unit Members

17.3.1 If in the opinion of the site administrator or his/her designee, a serious complaint has been lodged against an individual teacher by an employee or non employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher under this section shall not be utilized in any evaluation or subsequent disciplinary action.

17.3.2 If the complainant wishes to pursue the matter further, the principal will convene a conference between the teacher, the person making the complaint, and the principal or designee for the purpose of resolving the complaint.

17.3.3 Complaints that are not resolved at the school level should be directed to the District Superintendent.

17.3.4 If after the District Superintendent has responded to the complaint, the complainant is still not satisfied with the answer, further complaint may be made in writing to the Board of Trustees for its investigation and necessary action. All such complaints shall be discussed in closed session. During the discussion of charges at all levels, both the complainant and the unit member shall be present.

ARTICLE 18: SUMMER SCHOOL

18.1 Summer School Selection Procedures

18.1.1 Summer school positions shall be announced at the earliest time feasible prior to the commencement of the term. Such announcements shall be in the form of notices sent to all certificated personnel.

18.1.2 Written notice of initial summer school assignment shall be given at the earliest time feasible prior to the commencement of the term. Employment may be terminated anytime the class size drops below an enrollment figure established by the District. Unit members who are offered employment shall be guaranteed a minimum of ten (10) hours pay.

18.1.3 Application procedures for summer school teaching positions will be announced each year. Unit members will be recommended for summer school employment by the summer school principals, and approved by the Director, Human Resources, who will send a written offer of employment to the unit member. The unit member who is offered summer school employment shall sign and return the offer within five (5) days of notification or be deemed to have declined the offer. Preference shall be given to personnel who during the regular school year are ASTA bargaining unit members in the Anaheim Union High School District, hold an appropriate teaching credential, are permanent teachers, probationary or temporary teachers who have been offered and accepted employment for the next school year and are currently teaching or have taught in the subject area in the past at any level.

18.1.3.1 In order to accomplish rotation of summer school teaching positions among currently employed teaching staff, the Board agrees to first hire those employees who were members of the ASTA bargaining unit during the preceding year and who were not employed during the previous summer school session. Any grievance arising from the enforcement of this provision must be initiated within five (5) days of the commencement of the summer session for which the unit member has applied.

The District will provide the Association with a listing of all applicants and all hires for summer school and in addition, will provide copies of all application forms specifically requested by the Association within two (2) days of the Association's request.

18.1.3.2 The District will make all reasonable efforts to ensure that equipment is safeguarded in all summer school lab and/or shop classes when the teacher in the classroom during the regular year is not teaching summer school.

18.2 Working Hours

Unit members must be on duty at least fifteen (15) minutes before the beginning of the class day and remain on duty until the close of the student's regular school day. Each unit member shall receive a daily break of ten (10) minutes between the first period and the second period if the unit member is assigned to teach both periods. Such time shall be compensated at the unit member's hourly rate of pay.

Attendance at any required summer school meetings held outside regular school hours will be paid at the summer school rate of pay.

The Superintendent or his/her designee shall meet with the ASTA President no later than March 1 of each school year to discuss the summer school schedule.

18.3 Cancelled Class Procedures

Teachers whose classes are canceled due to insufficient enrollment shall be entitled to fill any vacant summer school positions for which they are certified at other summer school sites, before such positions are offered to other personnel.

18.4 Evaluation Procedures

Any summer school teacher who is regularly employed by the District shall not be subject to evaluation during summer session.

Any other employee may be evaluated at the principal's discretion.

18.5 Wages and Benefits

18.5.1 Summer School Hourly Rate

Summer school teachers will be paid an hourly wage determined by the current miscellaneous rate of pay.

18.5.2 Summer school teachers will not be accorded health and welfare benefits as an incident of summer school employment.

18.6 Sick Leave, Personal Illness and Injury

18.6.1 Annual Sick Leave and Accumulation

Members of the bargaining unit shall be entitled to ~~one (1) day of sick leave for each complete summer school session they are scheduled to work~~ sick leave credit equivalent to the total daily hours for the summer session worked. The summer program must be a minimum of 19 days and the employee must work at least 75% of the summer work days to qualify for the sick leave credit. Summer school unused sick leave and regular contract sick leave shall be accumulated from year to year. If a unit member has used his/her ~~day of sick~~

leave earned during the summer school session, and requires additional sick leave, such sick leave shall be deducted from the unit member's regular accumulated sick leave or the unit member shall take short term leave without pay. (Article 8, section 8.12)

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the days(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

18.6.2 Procedures for Taking Sick Leave

Members of the bargaining unit must notify the principals of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 12:00 noon of the day preceding the day of intended return. If s/he is unable to make a determination before 12:00 noon, the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute teacher for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

18.7 Release Time

18.7.1 Release Time - Grievance Processing

Unit members, not to exceed a maximum of the grievant, the grievant's representative and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

18.7.2 Release Time - Association Business

Upon twenty-four (24) hours prior notice of the District and authorization by the President of the Association, the Association shall be provided a maximum of three (3) days each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day. Payment for the substitute(s) replacing the absent unit member(s) shall be reimbursed to the District Business Office by the Association within thirty (30) days.

ARTICLE 21: PEER ASSISTANCE AND REVIEW

The Association and the District agree that the Peer Assistance Review (PAR) program shall only be implemented if the District receives funding for the program from the State. The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred or volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

21.1 Joint Committee

The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee.

The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, the teacher members of the Joint Committee shall receive a stipend of \$4,000 per year.

The Joint Committee shall be responsible for the following:

- 21.1.1 Providing annual training for the Joint Committee members.
- 21.1.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.
- 21.1.3 Selecting the panel of Consulting Teachers.
- 21.1.4 Selecting trainers and/or training providers.
- 21.1.5 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- 21.1.6 Notifying participation in the Peer Assistance and Review program by written notification to the referred PAR Participating Teacher, the Consulting Teacher and the site Principal.
- 21.1.7 Making available the list of the panel of Consulting Teachers to the PAR Participating Teacher.
- 21.1.8 Adopting Rules and Procedures for effectuating the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the

Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.

21.1.9 Distributing, annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

21.1.10 Establishing a procedure for application as a Consulting Teacher.

21.1.11 Determining the number of Consulting Teachers in any school year, based upon participation in the Peer Assistance and Review program, the available budget and other relevant considerations.

21.1.12 Reviewing the report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the referred PAR Participating Teacher's progress in the Peer Assistance and Review program.

21.1.13 Evaluating, annually, the impact of the Peer Assistance and Review program in order to improve the program.

21.2 Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

21.3 Hold Harmless

This District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in Peer Assistance and Peer Review. The Association retains the right to participate in the litigation. The District will pay legal costs and fees in such actions.

21.4 PAR Participating Teachers

21.4.1 A PAR Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/ or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

21.4.2 A PAR Participating Teacher will be assigned to a Consulting Teacher from a panel of teachers. The Referred PAR Participating Teacher may petition the Joint Committee for a different Consulting Teacher.

21.4.3 The Referred Participating Teacher has the right to be represented at any Joint Committee meeting or any meeting with administrators throughout these procedures by the Association representative of his or her choice.

21.4.4 A Volunteer PAR Participating Teacher is an experienced teacher with permanent status who volunteers to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. The Volunteer PAR Participating Teacher may elect to exit the program at any time. All materials and documents related to the peer assistance shall be strictly confidential.

Therefore, such materials and documents shall not be placed in the unit member's personnel file and shall not be distributed to anyone except the Consulting Teacher and Volunteer PAR Participating Teacher.

21.4.5 The Joint Panel shall have the right to extend the period of participation for a Referred PAR Participating Teacher for a period of up to one (1) additional year.

21.5 Consulting Teachers

21.5.1 A Consulting Teacher is a teacher who provides assistance to a PAR Participating Teacher pursuant to the Peer Assistance and Review program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

21.5.1.1 A credentialed classroom teacher working at least 60% of the time in direct student instruction with permanent status.

21.5.1.2 At least nine (9) years of teaching experience with five (5) most recent years as a teacher in classroom instruction in the District.

21.5.1.3 Shall demonstrate exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

21.5.2 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:

21.5.2.1 A reference from a building principal or immediate supervisor.

21.5.2.2 A reference from an Association representative.

21.5.2.3 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

21.5.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee after candidates have had classroom observations by the Joint Committee members.

21.5.4 A Consulting Teacher shall be released from all regular classroom teaching duties. The term of the Consulting Teacher shall be two (2) years with an option to apply for a second two (2) year term. A teacher may not serve in the position for more than two (2) consecutive terms. A teacher may not be appointed to an administrative position in the district while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.

21.5.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a stipend of \$4,000, per year, for all work necessary to complete the assignment.

21.5.6 Upon completion of his or her service as a full-time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with Article 9, Transfer Procedures, of this Agreement. The Joint Committee shall include a statement on the application specifying the return rights of a Consulting Teacher.

21.6 Procedure

The number of PAR Participating Teachers assigned to each Consulting Teacher shall be determined by the Joint Committee. Consulting Teachers shall assist PAR Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the PAR Participating Teacher.

21.7 Performance Goals

The Consulting Teacher and the Site Administrator shall meet with the PAR Participating Teacher to discuss the Peer Assistance and Review program, to establish mutually agreed upon performance goals.

21.8 Assistance Plan

The Consulting Teacher and the Referred PAR Participating Teacher shall develop the assistance plan and develop a process for determining successful completion of the Peer Assistance and Review program.

21.9 Observations

The Consulting Teacher shall conduct multiple observations of the PAR Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

21.10 Progress

The Consulting Teacher shall monitor the progress of the Referred PAR Participating Teacher and shall submit to and discuss with the Referred PAR Participating Teacher periodic written reports.

21.11 Reporting

Consulting Teachers shall report their activities on a regular basis to the Joint Committee.

21.12 Limitations

The Consulting Teacher shall continue to provide assistance not to exceed one (1) school year to the Referred PAR Participating Teacher until he or she concludes that the teaching performance of the PAR Participating Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may authorize additional assistance beyond the one year period. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred PAR Participating Teacher to receive his or her signature before it is submitted to the Joint Committee. The Referred PAR Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

The Consulting Teacher shall submit a final report to the Joint Committee. The Referred PAR Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred PAR Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

21.13 Results

The results of the Referred PAR Participating Teacher's participation in the Peer Assistance and Review program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred PAR Participating Teacher.

21.14 Unresolved Issues

Any unresolved issues shall be referred to the Joint Committee for final resolution.

| ARTICLE 2422: DURATION

| This Agreement shall remain in full force and effect through ~~September 3, 2011~~ the first teacher work day of the 2012-13 school year, and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

| DATE: June 23, 2011

ANAHEIM UNION HIGH SCHOOL
DISTRICT

ANAHEIM SECONDARY TEACHERS
ASSOCIATION

By: _____
Elizabeth I. Novack, Ph.D.
Superintendent

By: _____
Joanne Fawley
President

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2011/2012 TEACHERS' SALARY SCHEDULE**

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	47,665	51,413	55,784	60,780
02	50,550	54,294	58,666	63,660
03	53,427	57,181	61,546	66,548
04	56,314	60,056	64,429	69,430
05	59,197	62,944	67,314	72,312
06	62,081	65,825	70,199	75,194
07	64,966	68,708	73,082	78,080
08	67,849	71,593	75,962	80,967
09	70,737	74,476	78,848	83,852
10	73,616	77,364	81,737	86,735
11	76,504	80,256	84,621	89,616
LONGEVITY (Steps 16-26 are longevity steps for years of continuous credentialed teaching in AUHSD)				
16	80,815	84,567	88,932	93,927
21	82,973	86,725	91,090	96,085
26	86,519	90,271	94,636	99,631

Doctorate: \$2,000

National Board Certification \$2,000

Miscellaneous Rate of Pay: \$41.13 (\$40.00 effective 6/18/10)

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. Effective July 1, 2007, a maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits), having worked a minimum of 75% of each work year.
2. Effective July 1, 2007, a maximum of six (6) years experience as a credentialed private school employee (excluding emergency permits), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
June 23, 2011
Effective: July 1, 2011

APPENDIX B

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
~~2009-2010~~2011-2012**

**SENIOR HIGH SCHOOL
TEACHERS**

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Journalism (Small School)	\$1188	2.31
Jazz Band	\$1188	2.31
AVID Coordinator	\$1200	2.33
Audio-Visual Coordinator	\$1275	2.48
Accompanist	\$1275	2.48
Varsity Songleader or Cheerleader	\$1923	3.74
CUPP Facilitator (1 per school)	\$1923	3.74
SMART Coordinator (1 per school)	\$1923	3.74
Academic Decathlon (1 per school)	\$1923	3.74
Citizen Bee (1 per school)	\$1923	3.74
Kiwanis Bowl (1 per school)	\$1923	3.74
Mock Trial (1 per school)	\$1923	3.74
FBLA	\$1923	3.74
Journalism	\$2185	4.25
Photo Advisor	\$2185	4.25
Dance	\$2185	4.25
Annual Yearbook	\$2463	4.79
Assistant Band Director	\$2463	4.79
Drama	\$2596	5.05
Speech	\$2596	5.05
Debate	\$2596	5.05
Vocal	\$2879	5.60
Speech Debate	\$2879	5.60
Varsity Song/Cheer (1 person)	\$3846	7.48
Band	\$4216	8.20
Drill Team	\$4216	8.20
Banner, Flags, Rifle Colorguard (1 person)	\$4216	8.20

2. **ATHLETICS - To be paid at the end of the season in one payment.**

SPORT	POSITION	PAY	PERCENTAGE
Football	Head Varsity	\$4216	8.20
	Assistant Varsity	\$2766	5.38
	Junior Varsity	\$2596	5.05
	Sophomore	\$2596	5.05
	Freshman	\$2596	5.05
	Assistant Fr/Soph	\$2339	4.55
Cross Country	Head Varsity Men & Women	\$2766	5.38
	Head Varsity	\$2596	5.05
Volleyball	Head Varsity & JV	\$2879	5.60
	Head Varsity	\$2596	5.05
	Assistant/Fr-Soph	\$2339	4.55
Tennis	Head Varsity & JV	\$2879	5.60
	Head Varsity	\$2596	5.05
	Assistant/Fr-Soph	\$2339	4.55
Water Polo	Head Varsity & JV	\$2879	5.60
	Head Varsity	\$2596	5.05
	Assistant/Fr-Soph	\$2339	4.55
Basketball	Head Varsity	\$3249	6.32
	Junior Varsity	\$2596	5.05
	Sophomore	\$2596	5.05
	Freshman	\$2596	5.05
Soccer	Head Varsity & JV	\$2879	5.60
	Head Varsity	\$2596	5.05
	Junior Varsity	\$2339	4.55
	Frosh/Soph	\$2339	4.55
Wrestling	Head Varsity	\$3249	6.32
	Junior Varsity	\$2596	5.05
	Fr/Soph/Fr-Soph	\$2596	5.05
Softball	Head Varsity	\$3249	6.32
	Junior Varsity	\$2596	5.05
	Sophomore	\$2596	5.05
	Freshman	\$2596	5.05
Gymnastics	Head Varsity & JV	\$2766	5.38
	Head Varsity	\$2596	5.05
	Assistant/Fr-Soph/JV	\$2339	4.55

ATHLETICS, continued

SPORT	POSITION	PAY	PERCENTAGE
Baseball	Head Varsity	\$3249	6.32
	Junior Varsity	\$2596	5.05
	Sophomore	\$2596	5.05
	Freshman	\$2596	5.05
Badminton	Head Varsity & JV	\$2766	5.38
	Head Varsity	\$2596	5.05
	Assistant/Fr-Soph/JV	\$2339	4.55
Golf	Head Varsity	\$2339	4.55
Swimming	Head Varsity & JV	\$2879	5.60
	Head Varsity Men & Women	\$2879	5.60
	Head Varsity	\$2596	5.05
	Assistant/Fr-Soph/JV	\$2339	4.55
Track	Head Varsity & JV	\$3578	6.96
	Head Varsity Men & Women	\$3578	6.96
	Head Varsity Men	\$3249	6.32
	Head Varsity Women	\$3249	6.32
	Assistant/Fr-Soph/JV	\$2339	4.55
Trainers	Cert. Athletic Trainer-Fall	\$3249	6.32
	Cert. Athletic Trainer-Winter	\$3249	6.32
	Cert. Athletic Trainer-Spring	\$3249	6.32
	Trainer - Fall	\$1465	2.85
	Trainer - Winter	\$1465	2.85
	Trainer - Spring	\$1465	2.85
	Assistant Trainer - Fall	\$ 961	1.87
	Assistant Trainer - Winter	\$ 961	1.87
Assistant Trainer - Spring	\$ 961	1.87	

3. CIF PLAYOFFS

Pay per week as follows:

- 10% for team sports
- 10% for trainers in team sports
- 5% for band, drill, song and cheer
- 5% for individual sports coaches

Team Sports (10 or more participants - 2 coaches)

- Baseball
- Badminton
- Basketball
- Cross Country
- Football (allowed 4 coaches and 2 trainers)
- Golf
- ~~Gymnastics~~
- Soccer
- Softball
- Swimming
- Tennis
- Volleyball
- Water Polo
- Wrestling

Individual Sports (Less than 10 participants - 1 coach)

- Badminton
- Cross Country
- Golf
- ~~Gymnastics~~
- Swimming
- Tennis
- Track
- Wrestling

Extra Service Pay shall be paid at senior high school rates for 9th through 12th grade duties and at junior high school rates for 7th and 8th grade duties. If the activity/sport includes students from both the junior high and senior high level, Extra Service Pay shall be paid at the senior high school rate.

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
~~2009-2010~~2011-2012**

**SENIOR HIGH SCHOOL
TEACHERS**

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

CLASSES POSITION	PAY	PERCENTAGE*
<u>Department Chair: 1 - 4 classes</u>	\$1620	3.15
<u>Department Chair: 5 - 20 classes</u>	\$1938	3.77
<u>Department Chair: 21 - 50 classes</u>	\$2437	4.74
<u>Department Chair: 51 - 70 classes</u>	\$2596	5.05
<u>Department Chair: 71 classes or over</u>	\$2745	5.34
Activities Director	\$5892	11.46
Assistant Activities Director	\$2000	3.89
Athletic Director	\$5892	11.46
Assistant Athletic Director	\$5141	10.00

*Percentage shall be equal to Column II, Step 1 of the 2009-2010 Teachers Salary Schedule.

The following positions are part of negotiations and are defined in Articles 12, 20 and ~~20~~21 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$4000
PAR Consulting Teacher	\$4000
BTSA Support Provider	\$4000

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
~~2009-2010~~2011-2012**

**JUNIOR HIGH SCHOOL
TEACHERS**

4. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Journalism	\$ 967	1.88
Accompanist	\$ 967	1.88
Jazz Band	\$1188	2.31
<u>AVID Coordinator</u>	<u>\$1200</u>	<u>2.33</u>
Audio Visual Coordinator	\$1275	2.48
Pentathlon	\$1275	2.48
CUPP Facilitator (1 per school)	\$1923	3.74
SMART Coordinator (1 per school)	\$1923	3.74
Pep Club	\$1424	2.77
Vocal Music	\$1424	2.77
Speech	\$1424	2.77
Drama	\$1424	2.77
Memory Book <u>Yearbook</u>	\$1424	2.77
Band	\$2463	4.79

2. **ATHLETICS/ACTIVITIES** - To be paid at the end of the assignment.

POSITION	PAY	PERCENTAGE
Assistant Intramural Sports Coach	\$1424	2.77
Intramural Sports Coach	\$1923	3.74
After School Program Activities Facilitator	\$1923	3.74

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
~~2009-2010~~2011-2012

JUNIOR HIGH SCHOOL
 TEACHERS

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

CLASSES	POSITION	PAY	PERCENTAGE
Department Chair: 1 - 4 classes		\$1620	3.15
Department Chair: 5 - 20 classes		\$1938	3.77
Department Chair: 21 - 50 classes		\$2437	4.74
Department Chair: 51 - 70 classes		\$2596	5.05
Department Chair: 71 classes or over		\$2745	5.34
Activities Director		\$2879	5.60
Intramural Sports Director		\$2879	5.60

*Percentage shall be equal to Column II, Step 1 of the 2009-2010 Teachers Salary Schedule.

The following positions are part of negotiations and are defined in Articles 12, 20 and 2021 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$4000
PAR Consulting Teacher	\$4000
BTSA Support Provider	\$4000

ANAHEIM UNION HIGH SCHOOL DISTRICT

(714) 999-3516

System Phone Number (714) 999-3516

Help Desk Phone Number (714) 999-3550

Employee ID 64 _____

PIN _____

System Calling Times to Substitutes:

Week Day	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 a.m. Continues until jobs are filled or until 10:00 a.m	6:00 – 10:00 p.m.
Saturday	NONE	NONE
Sunday	NONE	6:00 – 10:00 p.m.
Holidays	NONE	6:00 – 10:00 p.m.

Absence Reasons

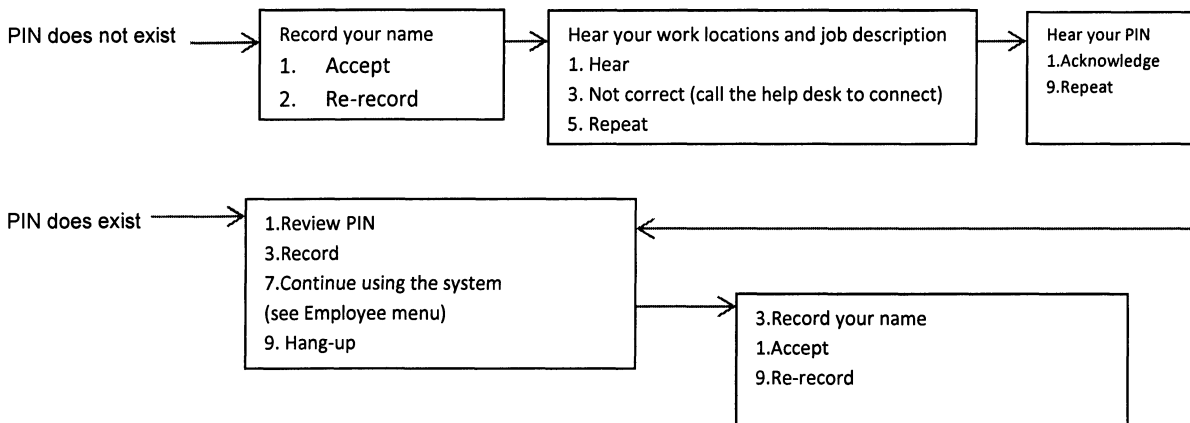
Number	Description	Number	Description
1	Personal Illness	9	Jury Duty
2	Excused	10	Personal Without Pay
3	Non-Duty Day	11	Subpoena
4	Personal Necessity	12	Military Leave
8	Bereavement	24	Union Business

Employee Registration

Press *

Press 3 (For Employee)

Enter your SSN (press # when done)



APPENDIX D-1



EMPLOYEE'S QUICK REFERENCE CARD

Web Center

WebCenter Address:

<https://sems.auhsd.k12.ca.us>

User (Employee) ID: 64000 _____

(If your ID starts with 640000 please use last four digits only. If your ID starts with 640001 please use last five digits.)

PIN: _____

Log on: Open your Internet Browser and access the SEMS WebCenter site. Login information includes two identifiers that must be entered. When you have entered both fields, press the LogOn button.

Log off: To end the session and disconnect from WebCenter, press the LogOff link found in the lower portion of the screen.

Printing: You can print any of the screens you are currently viewing by using your browser's print icon.

Press the **Create Absences** tab to enter an absence.

Select the **Location and Classification** when there is a choice in the drop down menu.

Select the **Reason** that applies to this absence from the drop down menus.

Select **Start and End Dates** for your absence by clicking on the down arrows or using the Calendar icon. Ensure that the correct time is entered.

If this is a multiple day recurring absence, remove the checkmark(s) from the **Work Days** boxes that do not apply to this absence.

Indicate if a substitute is required for this absence.

To request a particular substitute, enter the Substitute's ID number or use the Search feature to find the Substitute by name.

Indicate if the requested substitute has agreed to accept the job. If **Yes** is selected, the substitute will not be called.

Press the **Submit** button when you have completed the form to validate the information. Errors will be displayed in red below the tabs. When the data is corrected, press the **Submit** button again.

The confirmation screen allows you to verify that the information is correct before the job is created. Press the **Create Job** button to create the job and receive the job number OR press the **Cancel** button to return to the **Absence Creation** form without creating the absence.

If the absence has been successfully entered, a message will be displayed to indicate this along with the Job Number.

Press the **Continue** button to return to the **Create Absence** tab.

Press the **Review Absences** tab to:
Review past, present and future absences
Cancel an absence

Select the date range for your search by pressing the down arrows for Month/Day/Year or using the Calendar icon and press the **Search** button OR press the **Search All** button to get a list of all of your absences.

Use the **Next** and **Previous** buttons to navigate through the records on the list.

To cancel the job or view the job details, press the **Job number** link.

If you want the system to notify the substitute of the job cancellation (by calling them), place a checkmark in the box "Does the substitute need to be notified of your cancellation".

To confirm that you do want to cancel the absence, press the **Cancel Job** button.

You have not cancelled the absence until you press the **Cancel Job** button. A successful action will display to confirm the cancellation.

Teacher Evaluation Preliminary Conference Form

Please mark the evaluation process which will be taking place during this school year.

TIER I TEACHER EVALUATION

A Tier 1 Teacher is a unit member who has between one and ten years of service in the Anaheim Union High School District. The frequency of evaluation shall take place as follows: (1) Temporary and probationary teachers must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year. The Goals and Objectives descriptions included herein is a comprehensive and exhaustive list which will be utilized in the evaluation process of the unit member being evaluated.

1. Engaging and Supporting Students in Learning

Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

2. Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. In addition, teachers use instructional time to optimize learning.

3. Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit an in-depth working knowledge of their subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide universal access to the content.

4. Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

5. Assessing Students for Learning

Teachers apply knowledge of the purpose, characteristics, and use of different forms of assessment. They collect and analyze assessment data from a variety of sources and use that data to inform instruction. They review data, both individually and with colleagues to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring their learning progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

TIER II TEACHER EVALUATION

A Tier Two Teacher is a tenured teacher who has at least ten years teaching experience in the Anaheim Union High School District, meets NCLB compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years subject to section 1.4 of the Evaluation MOU.

A Tier Two teacher may select to be evaluated using the Project and Essay option or the Tier One Evaluation Process. It is understood that all teachers are expected to demonstrate proficiency in the established goals and objectives as noted below.

Option 1: Project and Essay

The project shall be mutually agreed upon by unit member and evaluator. Examples of such projects may include, but are not limited to, one of the following: (1) a staff development activity; (2) a presentation at staff meetings; (3) mentoring another teacher at the request of the administration; (4) an educational research paper; (5) a study or project using data from the unit member's class(es); (6) a book report concerning an educational topic; (7) a staff leadership position that has relevance to the educational goals of the school; or (8) a teaching technique to be shared with the evaluator and the staff as appropriate.

As part of this evaluation the unit member will also submit a comprehensive self-assessment essay addressing the AUHSD Goals and Objectives and describing his or her work since the last evaluation toward meeting these expected goals and objectives. The essay should include information on the unit members' strengths and areas for growth since the last evaluation and evidence to support continuation on the Tier Two evaluation for the next five years. This essay shall be submitted by the last day of the first semester the Tier Two unit member is being evaluated.

OR

Option 2: Tier One Teacher Evaluation

In lieu of the project and essay option, a unit member may choose to be evaluated via the Tier I Evaluation. The evaluator and teacher agree that the evaluation shall include the goals and objectives noted above. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

IMPROVING TEACHER EVALUATION

An Improving Teacher is a teacher who has received an unsatisfactory evaluation in the previous year based on the Tier I evaluation process.

I have had my "individual preliminary evaluation conference" and have discussed the goals and objectives with the evaluator conducting the evaluation. I understand the evaluation process and have a clear understanding of the criteria on which I will be evaluated.

Printed Name of Evaluatee

Evaluatee's Signature

Evaluator's Signature

Date

Reflective Questions for Post-Observation Conference
(to be distributed prior to the observation)

The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- lesson overview (including planned activities and outcomes)
- seating chart
- copies of any handouts/texts that will be utilized during the lesson

Reflective Questions for Guided Conversation:

Please reflect upon the following questions and be prepared to discuss them during our post-observation conference.

How do I engage students in learning?

How do I create a learning environment that is conducive to learning?

How do I analyze my teaching to understand what contributes to student learning?

How am I sure that my students have mastered the learning objective for the lesson?

How do I assess student learning?

What intervention strategies do I use with struggling students?

What activities contribute to my professional growth?

ANAHEIM UNION HIGH SCHOOL DISTRICT

Observation Form

Evaluatee _____ School or Work Location _____

Assignment _____ Evaluator _____

Date of Observation _____

This form is to be used by the evaluator upon completion of any formal or informal observation(s). The content of this form shall be shared by the evaluator with the evaluatee and be attached to the final evaluation form. The unit member being observed will be evaluated using the:

- _____ Tier I Teacher Evaluation
- _____ Tier II Teacher Evaluation
- _____ Improving Teacher Evaluation

Teachers will supply the evaluator with the following information:

- _____ • lesson overview (including planned activities and outcomes)
- _____ • seating chart
- _____ • copies of any handouts/texts that will be utilized during the lesson

SUMMARY OF LESSON:

1. Engaging and Supporting Students in Learning

Observation/Discussion Notes:

2. Creating and Maintaining Effective Environments for Student Learning

Observation/Discussion Notes:

3. Understanding and Organizing Subject Matter for Student Learning

Observation/Discussion Notes:

4. Planning Instruction and Designing Learning Experiences for Students

Observation/Discussion Notes:

5. Assessing Students for Learning

Observation/Discussion Notes:

6. Developing as a Professional Educator

Observation/Discussion Notes:

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

EVALUATEE’S PERFORMANCE TO DATE IS:

SATISFACTORY

NEEDS TO IMPROVE

UNSATISFACTORY

Rebuttal Attached Yes No

A rebuttal must be submitted within 5 days of receipt of observation report.

Evaluatee’s Signature

Date

Evaluator’s Signature

Date

Evaluatee’s signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator’s receipt of rebuttal.

Date of Follow-Up Conference: _____

Evaluatee’s Signature

Date

Evaluator’s Signature

Date

Please be advised that this document and its attachments will be placed in your personnel file.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Tier One Teacher Evaluation Form

Evaluatee _____ School or Work Location _____
Assignment _____ Evaluator _____

A Tier One Teacher is a teacher who has between one and ten years of service in the Anaheim Union High School District. The frequency of evaluation shall be as follows: temporary and probationary teachers must be evaluated annually. Tier One Teachers with permanent status must be evaluated every other year.

GOALS AND OBJECTIVES – The evaluator and teacher agree that the evaluation shall include the following goals and objectives. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

- 1. Engaging and Supporting Students in Learning**
- 2. Creating and Maintaining Effective Environments for Student Learning**
- 3. Understanding and Organizing Subject Matter for Student Learning**
- 4. Planning Instruction and Designing Learning Experiences for All Students**
- 5. Assessing Students for Learning**
- 6. Developing as a Professional Educator**

FORMAL OBSERVATION DATES:
(Evaluator to put the dates in which a formal observation was conducted)

First Observation Date _____

Second Observation Date _____

Additional Observation Dates _____

SUMMARY INFORMATION –

THIS FORMAL EVALUATION IS

- SATISFACTORY
 UNSATISFACTORY (Teacher referral to PAR and Remediation Plan Required)

Rebuttal Attached Yes _____ No _____

Rebuttal must be submitted to evaluator within 5 days of receipt of final evaluation.

Evaluatee's Signature Date Evaluator's Signature Date

Evaluatee's signature indicates acknowledgment of receipt of formal evaluation and does not necessarily indicate agreement.

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Tier Two Teacher Evaluation Form

Evaluatee _____ School or Work Location _____
Assignment _____ Evaluator _____

A Tier Two Teacher is a tenured teacher who has at least ten years teaching experience in the Anaheim Union High School District, meets NCLB compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years subject to section 1.4 of the Evaluation MOU.

A Tier Two teacher may select to be evaluated using the Project and Essay option or the Tier One Evaluation Process. It is understood that all teachers are expected to demonstrate proficiency in the established goals and objectives as noted below

GOALS AND OBJECTIVES :

- 1. Engaging and Supporting Students in Learning**
- 2. Creating and Maintaining Effective Environments for Student Learning**
- 3. Understanding and Organizing Subject Matter for Student Learning**
- 4. Planning Instruction and Designing Learning Experiences for All Students**
- 5. Assessing Students for Learning**
- 6. Developing as a Professional Educator**

□ Option 1: Project and Essay

The project shall be mutually agreed upon by unit member and evaluator. Examples of such projects may include but are not limited to one of the following: (1) a staff development activity; (2) a presentation at staff meetings; (3) mentoring another teacher at the request of the administration; (4) an educational research paper; (5) a study or project using data from the unit member's class(es); (6) a book report concerning an educational topic; (7) a staff leadership position that has relevance to the educational goals of the school; or (8) a teaching technique to be shared with the evaluator and the staff as appropriate.

As part of this evaluation the unit member will also submit a comprehensive self-assessment essay addressing the AUHSD Goals and Objectives and describing his or her work since the last evaluation toward meeting these expected goals and objectives. The essay should include information on the unit members' strengths and areas for growth since the last evaluation and evidence to support continuation on the Tier Two evaluation for the next five years. This essay shall be submitted by the last day of the first semester the Tier Two unit member is being evaluated.

OR

□ Option 2: Tier One Teacher Evaluation

In lieu of the project and essay option, a unit member may choose to do the Tier One Evaluation. The evaluator and evaluatee agree that the evaluation shall include the goals and objectives noted above. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

FORMAL OBSERVATION DATES:

(Evaluator to put the dates in which a formal observation was conducted)

First Observation Date _____

Second Observation Date _____

Additional Observation Dates _____

SUMMARY INFORMATION

THIS FORMAL EVALUATION IS:

- SATISFACTORY
- UNSATISFACTORY (Teacher referred to PAR and Remediation Plan required)

Rebuttal Attached Yes No

Rebuttal must be submitted to evaluator within 5 days of receipt of final evaluation.

If this box is checked, based on informal observations, the evaluator is providing notice that you will be evaluated next year.

Evaluatee's Signature Date Evaluator's Signature Date

Evaluatee's signature indicates acknowledgment of receipt of formal evaluation and does not necessarily indicate agreement.

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Evaluatee's signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Remediation Plan

Evaluatee _____ School or Work Location _____
Assignment _____ Evaluator _____
Date of Unsatisfactory Evaluation _____

This form shall be completed by the evaluator with the input of the evaluatee and the PAR consulting teacher after the evaluatee received either a Tier One or Tier Two unsatisfactory evaluation. The purpose of this remediation plan is to address deficiencies/concerns noted in the unsatisfactory evaluation.

Major Area(s) of Unsatisfactory Performance that Led to the Unsatisfactory Evaluation that Must Be Addressed (Maximum of three):

Planned Activities and Strategies to be Pursued by the Unit Member to Address the Above Concerns Include:

Resources Available to the Unit Member:

The completion of this plan should include mutual input on the part of the evaluator and the evaluatee.

Evaluatee's Signature _____ Date _____ Evaluator's Signature _____ Date _____

PAR Consulting Teacher Signature _____ Date _____

Please be advised that this document will be attached to your evaluation and placed in your personnel file.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Improving Teacher Evaluation Form

Teacher _____ School or Work Location _____
Assignment _____ Evaluator _____

An Improving Teacher is a teacher who has received an Unsatisfactory Final Evaluation and has a Remediation Plan.

Major Area(s) of Unsatisfactory Performance ~~Concern~~ as Noted on the Remediation Plan Include:

Planned Activities and Strategies to Remediate the Area(s) of Unsatisfactory Performance:

While addressing the items noted above it is expected that the unit member will be evaluated on the AUHSD Goals and Objectives.

- 1. Engaging and Supporting Students in Learning**
- 2. Creating and Maintaining Effective Environments for Student Learning**
- 3. Understanding and Organizing Subject Matter for Student Learning**
- 4. Planning Instruction and Designing Learning Experiences for All Students**
- 5. Assessing Students for Learning**
- 6. Developing as a Professional Educator**

FORMAL OBSERVATION DATES:

(Evaluator to put the dates in which a formal observation was conducted)

First Observation Date _____

Second Observation Date _____

Third Observation Date _____

Additional Observation Dates _____

SUMMARY INFORMATION –

THIS FORMAL EVALUATION IS

SATISFACTORY

UNSATISFACTORY

Rebuttal Attached Yes No _____

Rebuttal must be submitted to evaluator within 5 days of receipt of final evaluation.

Evaluatee's Signature Date Evaluator's Signature Date

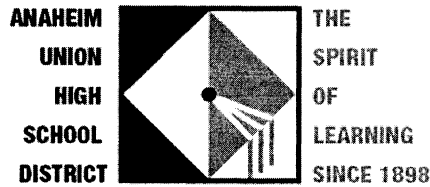
Evaluatee's signature indicates acknowledgment of receipt of formal evaluation and does not necessarily indicate agreement with the opinions stated by the evaluator herein.

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Evaluatee's signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.



MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

EXTRA SERVICE PAY JOB DESCRIPTIONS

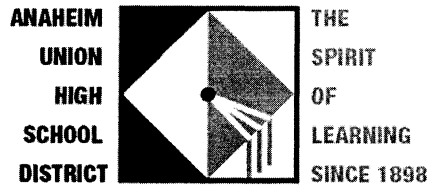
The District and the Association agree to form a joint work group to create and update Extra Service Pay job descriptions. This work group shall be formed before January 1, 2012 and report its findings prior to May 1, 2012. The recommendations of this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 13, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

APPENDIX G



MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SALARY SCHEDULE WORK GROUP

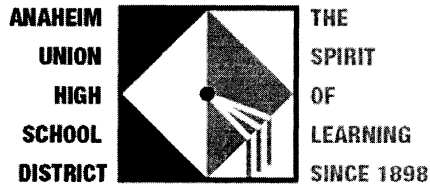
Because both the District and the Association agree unit members shall be equitably compensated in all phases of their careers, and because the parties desire to remain competitive in attracting and retaining quality teachers, AUHSD and ASTA agree to form a joint work group to study the structure of the teacher salary schedule. The particular focus of the work group shall be the structure of longevity steps, although the group is not limited to this area. This work group shall be formed before October 1, 2011 and report its findings prior to the end of the first semester of the 2011-2012 school year. The recommendations of this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 13, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

APPENDIX H



MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

2011-2012 STAFFING RATIO

For the 2011-2012 school year, the parties agree the staffing ratio will not exceed the 2010-2011 staffing ratio which is 33:1 per high school and 32.5:1 per junior high.

This agreement is dated: June 13, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

APPENDIX I

AGREEMENT

between the

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

and the

**ANAHEIM PERSONNEL AND
GUIDANCE ASSOCIATION**

for the period

September 1, 2011

through

August 31, 2012

(Pending approval by the Board of Trustees: June 13, 2011)

ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into this 1st day of September ~~2010~~-2011 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803, hereinafter referred to as the "District" or "Board" and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association" whose address is 501 Crescent Way, Anaheim, California, P.O. Box 3520, Anaheim, California, 92803-3520.

1.2 Definitions

Whenever utilized in this Agreement:

"Working Day" shall mean any day in which the District Education Center is open for business.

"School Day" shall mean any day unit members covered herein are required to be on duty.

"Superintendent" shall mean the chief executive officer of the District or designee.

"Unit Member/Counselor" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certified negotiating unit described in Article 1 - Recognition.

"Board" shall mean the Board of Trustees of the Anaheim Union High School District or its designees.

"Employee" shall mean any person employed by the District in any capacity, including unit members.

1.3 Entire Agreement

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Association agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 Reserved Rights

All matters not specifically enumerated as within the scope of negotiations 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:

- 3.1.1 The legal, operational, geographical, or 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;
- 3.1.2 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 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;
- 3.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or other wise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
- 3.1.4 All services to be rendered to the public and to District personnel 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 lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
- 3.1.5 The utilization of personnel not covered by this Agreement, including substitutes, temporaries, home teachers, provisional personnel, consultants, instructional aides, and supervisory or managerial personnel, to do work which is normally done by counselors covered hereby, in the event of work stoppage by counselors;

- 3.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and public with respect to such matters;
- 3.1.7 The selection, classification, direction, promotion, demotion, discipline, and termination 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 employees to any location and also to any facilities; classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when, and where there is a job opening;
- 3.1.8 The job classifications and the content and qualifications thereof;
- 3.1.9 The duties, work contents, and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
- 3.1.10 The dates, times, and hours of operation of District facilities, functions, and activities;
- 3.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 3.1.12 The rules, regulations, and policies for all employees, students, and the public;
- 3.1.13 The retirement of employees for age or disability; and
- 3.1.14 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

3.2 Other Rights and Responsibilities

All other rights of management and responsibilities not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.

3.3 Intentions

It is not the intention of the parties, in setting forth the above-mentioned rights and responsibilities of management, to detract or diminish in any way the rights of the Association or of counselors as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitation upon the District's rights.

3.4 Exercising Rights

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 rights or preclude the District from exercising the right in a different manner.

3.5 Disputes

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 8 unless the dispute is otherwise grievable under another article of this Agreement.

3.6 Professional Attire

It is recommended that all counselors be professionally dressed when on duty and/or representing the District at any event.

3.6.1 Certified bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

3.6.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

ARTICLE 5: REASSIGNMENT

5.1 The parties recognize that it may be necessary to reassign unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. When such a reassignment becomes necessary at one or more schools, the Superintendent or designee will review such reassignment with all individuals involved and with the association president prior to a final decision.

5.2 [~~Superseded by Appendix J and Appendix K-I – MOUs~~] In designating the unit member to be reassigned, the local administrator shall consider the following criteria: full vs. partial credential, previous assignments, extra service and extra curricular assignments, responsibility for special counseling programs, department leadership and curriculum needs. Seniority shall be used to break ties. The term “seniority” shall mean the unit members total continuous service to the District in a certificated counseling position, beginning with the first (1st) day of paid service as a probationary employee.

A list of unit members in order of seniority will be maintained by the Personnel Office.

5.3 Chairpersons of counseling departments may be exempted from reassignment by the principal of the school. [~~Superseded by Appendix I – MOU~~]

Unit members who join the teachers' bargaining unit will have their counseling service credited to their teacher's seniority and order of employment.

5.4 A unit member who has been involuntarily removed from a counseling position and reassigned as a teacher because of enrollment adjustments, budgetary restrictions or curriculum needs will be given first consideration for reappointment to vacancies in counseling positions that occur within the District. Such special consideration will continue for a period of thirty-six (36) months.

5.5 [~~Superseded by Appendix J and Appendix K-I – MOUs~~] If more than one (1) reassigned unit member is available for special consideration, the principal shall make the selection based on the criteria listed in paragraph 5.2 above.

5.6 If a reassigned unit member twice refuses an opening, the special consideration clause, paragraph 5.4 above, of this section shall be considered to have ended.

This section shall not be applicable to reduction in force instituted under Education Code 44955.

5.7 No later than June 1 of the school year preceding the school year in which the reassignment will take place, a unit member being considered for reassignment shall be given written notice stating that it has been recommended that the unit member be reassigned for the ensuing school year, and stating the reasons for such recommendation.

5.8 The unit member shall have five (5) working days from the receipt of the notice of reassignment to request a meeting in writing with the Superintendent to determine if there is cause for the reassignment.

- 5.9 In the event a meeting is requested, it shall be conducted in closed session.
- 5.10 The meeting shall be held by June 1 and a final written decision of the Superintendent shall be given to the unit member by the last calendared student day of the school year.
- 5.11 Upon approval of the unit member involved, a copy of the decision will be sent to the Executive Board of the Anaheim Personnel and Guidance Association.

ARTICLE 8: LEAVES OF ABSENCE

8.1 General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, a semester or longer, that the return assignment will be in the school or administrative site where such member was assigned when the leave was authorized.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the counselor.

Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

8.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Director, Human Resources, upon evidence that the cause for granting it was misrepresented or has ceased to exist.

8.3 Failure to Return to Assignment

Any counselor who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

8.4 Application For Leave

8.4.1 Leaves Other Than Sabbatical: A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. At the discretion of the Director, Human Resources, the aforementioned deadline may be waived.

8.5 Notification of Return or Request For Extension

The following procedures shall be adhered to relative to return from leaves of absence and/or requests for extension of leave:

8.5.1 District Notification: On or before February 1, October 15 for the first semester leaves, of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.5.2 Unit Member Response: On or before March 1, November 15 for the first semester leaves, the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave. In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position.

8.6 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.7 Personal Leaves of Absence Without Pay

The Board of Trustees, at their sole discretion, may grant up to one (1) year's leave of absence without pay to unit members for the following reasons:

8.7.1 Health

8.7.2 Maternity, Paternity and Adoption

8.7.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.

8.7.4 Child care

8.7.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may, upon request, be extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state or federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.8 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, spouse or dependent child. A unit member's compensation during such leave shall be the equivalent of the unit member's regular salary and fringe benefits minus the amount necessary to pay an employee to replace the unit member while on leave.

8.9 Maternity Leaves

Upon request, pregnant unit members shall be granted maternity leave. Said leave shall be unpaid unless unit members have accumulated sick leave (under 8.11) which may be utilized. Maternity leave will be provided in accordance with existing law.

8.10 Industrial Accident and Industrial Illness Leave

8.10.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 44984 and this rule.

8.10.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.10.2.1 S/He has probationary or permanent status.

8.10.2.2 The Superintendent or his/ her designated representative has determined that the illness or injury was directly related to the performance of his/her duties while in the employment of the Anaheim Union High School District.

8.10.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

8.10.4 Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be

paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.

8.10.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used, whichever is sooner.

8.10.6 During any period a unit member is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the unit member's leave balances shall be as follows:

8.10.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

8.10.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of the Education Code.)

8.10.7 A unit member while receiving occupational leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

8.10.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

8.11 Personal Necessity Leave of Absence

Unit members may use up to ~~seven (7)~~ ten (10) days accumulated sick leave without stating a reason for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use:

8.11.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

8.11.1.1 Accident or serious illness involving his/her personal property, or person or property of his/ her immediate family.

8.11.1.2 Court appearance as a litigant or as a witness under order.

8.11.1.3 Religious observances.

8.11.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

8.11.1.5 Becoming a parent by adoption, surrogate or paternity.

8.11.1.5~~6~~ Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

8.11.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

8.11.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.

8.11.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave. (This section will be suspended for the ~~2009-10 and 2010-11~~ 2011-12 school years.)

8.12 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupils thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

8.12.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leave of absences, while not counted as a "year of service" do not constitute a break in consecutive years of service.

- 8.12.2 A leave may be granted for the following reasons:
- 8.12.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
 - 8.12.2.2 Travel - Engage in foreign or domestic travel during each semester.
 - 8.12.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.
 - 8.12.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.12.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District office location in which service was being rendered at the time of making application for leave, subject to Article 9.
- 8.12.4 A "Sabbatical Leave Group," composed of unit members of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this group shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purpose of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.
- 8.12.5 The number of sabbatical leaves granted for any school year shall be at the sole discretion of the Board of Trustees. If the Board determines to grant sabbatical leaves it shall grant no fewer than one such leave if requested by unit member(s).
- 8.12.6 The unit member must provide a surety bond.
- 8.12.7 The unit member shall agree to serve twice the period of the leave following return to the District.
- 8.12.8 Should sabbatical leaves be offered, the following timeline will be in effect:
- Notices will be sent to all unit members by mid-October.
- Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

8.13 Sick Leave

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

Members of the bargaining unit employed five (5) days a week shall be entitled to eleven (11) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of eleven (11) days leave of absence for illness or injury as the number of days of employment per week bears to five (5). Unused sick leave shall be accumulated from year to year.

Counselors shall use the Sub Caller to report absences (see Appendix D for instructions).

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 2:00 p.m. of the day preceding the day of intended return. If s/he is unable to make a determination before 2:00 p.m., the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute counselor for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

The Board may require satisfactory proof of the nature, extent and duration of the illness if it believes a unit member to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.14 Short Term Personal Leave Without Pay

An excused absence without pay for a unit member may be approved for one (1) day by the principal or certificated supervisor. Upon recommendation of the principal or certificated supervisor, the Director, Human Resources, may authorize an excused absence without pay for unit members from two (2) to five (5) days.

8.15 Court Appearance

A unit member shall be granted up to three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.16 Jury Duty

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty days prior to or subsequent to proving jury duty compensation on a form provided by the District or the Court.

8.17 Bereavement

The District agrees to grant necessary leaves of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit.

"Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member.

Bereavement leave shall be limited to a three (3) or five (5) day period following the date of the death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Unit members exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence. The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member is abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.18 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay, may participate in the District's health and dental insurance benefit program at the unit member's own expense provided all costs are paid in advance quarterly. Such coverage shall terminate upon the first day of the month immediately preceding the date that an employee attains age sixty-five (65), or becomes eligible.

8.19 Partial Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated sick leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted.

8.20 Extended Illness Leave

Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the difference between the unit member's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five month period is exhausted, the employee may take the balance of the five month period in a subsequent school year. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in 8.17 of this Agreement, and "serious health" is any illness injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if

the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

8.23 Catastrophic Leave

Unit members are permitted to irrevocably donate accrued sick leave credits for an employee who experiences a catastrophic personal illness or accident. Donations made under this catastrophic leave program shall be strictly voluntary.

Definitions

8.23.1 Catastrophic illness/accident means illness or non-work related injuries due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.

8.23.2 Eligible leave credits mean sick leave days accrued to the donating unit member.

8.23.3 The Sick Leave Bank represents donated eligible leave credits.

8.23.4 The Open Enrollment period is established as the month of October, each year.

8.23.5 The Board means the District Board of Trustees, Superintendent, or designee.

8.23.6 The Sick Leave Bank Committee shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME) and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

General Provisions

8.23.7 Participation in the Catastrophic Leave Program shall be voluntary, but permitted, for all qualified permanent employees.

- 8.23.8 To establish enrollment, a permanent employee must initially donate one (1) sick leave day. Employees must then donate one (1) sick leave day per year during the Open Enrollment period to maintain eligibility.
- 8.23.9 From implementation of this program through October 1998, any permanent employee who is absent due to a catastrophic illness and has exhausted all eligible leave credits may participate in the Catastrophic Leave Program without a donation.
- 8.23.10 This Program will not be operational until the total sick leave days reaches 100.
- 8.23.11 The Sick Leave Bank is available to all participating permanent employees for use during their work year. Twelve month employees may apply to use the Sick Leave Bank year around. All other employees are eligible according to their regular work year.
- 8.23.12 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, have a waiting period of sixty (60) duty days after they enroll before becoming eligible to withdraw from the Bank.
- 8.23.13 The Sick Leave Bank ~~must~~cannot be used concurrently with the extended illness leave benefit.
- 8.23.14 The maximum amount of time for which donated sick leave credits may be used is ~~50 half~~25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of ~~100 half~~50 days.
- 8.23.15 This Catastrophic Leave Program may not be used if the employee applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100% of the employee's basic salary. Employees having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
- 8.23.16 The receipt of a donated sick leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
- 8.23.17 An employee who receives donated sick leave credits shall use any leave credits, including vacation, that he or she continues to accrue on a monthly basis prior to receiving/using additional donated sick leave credits from the Sick Leave Bank.
- 8.23.18 Requests for Sick Leave Bank credits must be made in increments of ~~ten (10)~~half five (5) days.

- 8.23.19 If more than one applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted.
- 8.23.20 Member employees may make additional donations to a specific employee who has a catastrophic illness. These donations may be made at any time during the year. Any unused donations beyond those authorized by the committee will be returned to the Bank.
- 8.23.21 Any fraudulent or inappropriate use of donated days will result in the return of all donated days to the Bank. The employee will be held responsible for returning any resulting overpayment of wages.
- 8.23.22 Any unused donation will be returned to the Bank, including donations to specific employees as stated in 8.23.20.
- 8.23.23 The employee must waive any and all claims against the Board, District and its officers and employees, arising from the administration of the Sick Leave Bank Program.
- 8.23.24 The Sick Leave Bank Committee will issue a report to all employees of the status of the Bank each semester.

Donating to the Sick Leave Bank

- 8.23.25 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) sick leave day.
- 8.23.26 All transfers of eligible leave credits are irrevocable.
- 8.23.27 Employees may donate up to three (3) full days of eligible leave credits per school year. Employees must have at least ten (10) days of accrued sick leave remaining after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent.
- 8.23.28 Donations to the Bank are general donations and cannot be donated to a specific employee with the exception of 8.23.20.
- 8.23.29 When and if the donated sick leave credits reach a total of 2,000 actual days, the committee may suspend donations for one (1) year for all current members. New members, however, may donate.

Withdrawing Leave Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing, from the Sick Leave Bank for a catastrophic illness or accident if all of the following requirements are met.

- 8.23.30 The employee must be a member of the Sick Leave Bank before requesting sick leave credits.
- 8.23.31 The employee who is suffering from a catastrophic illness or accident provides verification of catastrophic illness as required by the Superintendent.
- 8.23.32 The verification of catastrophic illness must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or accident.
- 8.23.33 The Superintendent may require verification of the need for sick leave days beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.34 The Sick Leave Bank Committee determines that the employee is unable to work due to the employee's catastrophic illness or accident.
- 8.23.35 The employee has exhausted all accrued paid leave credits with the exception of extended illness leave.
- 8.23.36 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the employee's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Not Covered

- 8.23.37 Conditions, illnesses, or accidents resulting from commission of a felony, elective cosmetic surgery, or stress. Also not included are illnesses or accidents which may be covered under the Workers' Compensation Program.

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

A transfer is defined as the relocation of unit members from one school to another school, from one District administrative department to another administrative department, or between a school and a District administrative department. Transfers fall into two categories: (1) Voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

9.1.2 Seniority

For the purposes of the transfer Article, the term “seniority” shall mean the unit members total continuous service to the District in a certificated counseling position, beginning with the first (1st) day of paid service as a probationary counselor. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the “order of employment list” required by Education Code Section 44845. This list shall be sent to the association by November 1 of each school year.

9.2 Posting of Openings

9.2.1 An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than by a substitute or temporary employee.

9.2.2 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) school days after posting. In the event an opening for the current school year becomes available within two (2) weeks prior to the start of the school year or thereafter, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to all members of the Association.

9.2.3 An opening, for posting purposes, is not created when a permanent or probationary employee is on a paid or unpaid leave of absence or a one semester opening exists.

9.2.4 Any unit member may apply for such openings by submitting the Interschool Transfer Request form to the principal of the school where the vacancy exists within the ~~seven (7) working days~~ time limit specified above in Article 9.2.2.

9.2.5 Posting errors shall not be submitted to grievance. The error shall be corrected prior to filling the openings.

9.3 Voluntary Transfer

9.3.1 Requests for voluntary transfers may be made by submitting an interschool transfer request to the principal of the requested school. The Superintendent or designated representative will give consideration of the transfer request but may deny it if, in his/her opinion, such transfer is not in the best interest of the District.

9.3.2 The filing of a request for transfer is without prejudice. It does not jeopardize the applicant's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.

9.3.3 Any time after the end of school, but not later than August 20, a unit member may request a transfer by submitting an interschool transfer request to the principal or administrative department supervisor. The principal or administrative department supervisor will consider the transfer request prior to filling the opening. A unit member may submit as many requests for transfer as desired.

9.3.4 A unit member who requests transfer to an available position and is denied, may be provided a written statement, if so requested by the employee.

9.4 Involuntary Transfer

9.4.1 [Superseded by Appendix J and Appendix K] – MOUs] The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. Whenever an involuntary transfer becomes necessary at a school, the local administrator shall determine if there are volunteers from the unit members. In designating the transferee, the local administrator shall give one (1) point each for the following criteria: Holders of a PPS Credential and Department Chairperson. Seniority, as outlined in 9.1.2, shall be used to break ties. The principal can exempt a maximum of one (1) counselor position based on the needs of the school.

9.4.2 The Association President will be notified of all involuntary transfers.

9.4.3 Upon written request, an opportunity will be provided for the unit member to meet with the administrator recommending the transfer and be advised of the reasons for such recommended transfer.

9.4.4 No unit member shall be transferred arbitrarily or capriciously.

9.5 Superintendent's Transfer

In situations not provided for herein, the Superintendent's power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.6 Layoff and Tie Breaking Criteria

Refer to Appendix H – MOU for layoff and tie breaking criteria.

ARTICLE 10: WORKING HOURS

10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office everyday for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.

10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is ~~191.5~~198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis.

10.3 Counselor Meetings

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

10.4 Inservices

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The inservice training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) inservice trainings is not optional and will be supported by site administration. Exceptions can be made in case of a school site emergency which requires the counselor(s) to be present (e.g. to provide support in case of a death of a student or staff member or for other emergency situations affecting a school site).

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Counselors

The 2011-2012 salary schedule shall be the salary schedule used in 2009-2010, hereby incorporated in Appendix B. The salary schedule may change, subject to the following agreements.

If the 2011-12 Funded Base Revenue Limit per ADA (BRL/ADA) falls below \$5988, the 2011-12 work year and the equivalent percentage on the salary schedule will be reduced as follows:

<u>BRL/ADA between \$5988 and \$5939</u>	<u>Work year remains at 198 days</u>
<u>BRL/ADA between \$5938 and \$5907</u>	<u>Work year reduced by one budget-cut day</u>
<u>BRL/ADA between \$5906 and \$5875</u>	<u>Work year reduced by two budget-cut days</u>
<u>BRL/ADA between \$5874 and \$5843</u>	<u>Work year reduced by three budget-cut days</u>
<u>BRL/ADA between \$5842 and \$5811</u>	<u>Work year reduced by four budget-cut days</u>
<u>BRL/ADA less than \$5810 and \$5779</u>	<u>Work year reduced by five budget-cut days</u>
<u>BRL/ADA lower than \$5779</u>	<u>Work year reduced by six budget-cut days</u>

For purposes of implementing this language, the Funded Base Revenue Limit per ADA will be rounded up or down to the nearest dollar.

In addition, the parties agree to reopen salary, and/or work year if any of the following occurs:

- The 2011-12 State Budget has not passed by October 15, 2011.
- The 2011-12 State Budget has passed with mid-year cuts.
- The other employee groups have entered into an agreement that is not an equivalent or comparable reduction.

~~The District and APGA agree that six and a half (6.5) furlough days will be applied to the 2010-2011 school calendar reducing the counselor's work year from 198 days to 191.5 days. The 2009-2010 Counselor Salary Schedule will be reduced by an amount equivalent to the reduction in the work year and will result in the 2010-2011 Salary Schedule and is hereby incorporated into this Agreement as Appendix B-1. The 2009-2010 Salary Schedule is included as Appendix B-2.~~

~~The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's 2009-2010 base revenue limit of \$5,729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.~~

~~APGA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's base revenue limit,~~

~~categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.~~

14.2 Salary - Extra-Service Pay

Extra-Service Pay specific to Counselors is hereby incorporated as Appendix C of this Agreement.

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the ~~2009-2010~~2011-12 Teachers' Salary Schedule and the amount will increase as the Teachers' Salary Schedule increases (refer to the Extra Service Pay Schedules for teachers).

Leadership Positions will be paid monthly with contract pay. Duties assigned are within the scope of the school day.

14.3 Salary Schedule Placement Advancement and Structure

14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours

14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree

14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Assistant Superintendent of Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching or counseling outside the District shall be allowed at the rate of one step for one year of service.

Credit for credentialed service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. Credit for credentialed experience in an accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

- 14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.
- 14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's Degree.
- 14.3.5 Any unit member with fifteen (15) complete years of continuous service in the District shall be placed on Step 16 of the salary schedule.
- 14.3.6 Any unit member with twenty (20) complete years of continuous service in the District shall be placed on Step 21 of the salary schedule.
- 14.3.7 Any unit member with twenty-five (25) complete years of continuous service in the District shall be placed on Step 26 of the salary schedule.
- 14.3.8 An additional annual stipend of \$2000 will be paid for an earned doctoral degree from an accredited university. For purposes of this section, accredited institutions shall be listed in the American Association of Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.3.9 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Part-time unit members, who in any two consecutive school years, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.10 Horizontal Movement

A notice of intent to change columns on the salary schedule shall be filed in the Certificated Personnel Office no later than March 15 of any school year.

Contracts will be rewritten only after the unit member submits to the Certificated Personnel Office, prior to November 1, written proof of semester units completed or degree earned. Failure to meet either of these deadlines will preclude a column change that year.

Course credit for salary placement and movement shall be given only for lower division, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission.

14.3.10.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement.

14.3.10.1.1 Lower division, upper division or graduate courses that meet any of the five criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two weeks.

14.3.10.2 Criteria for courses accepted for salary advancement:

14.3.10.2.1 A subject directly related to the current or proposed assignment.

14.3.10.2.2 A subject directly related to a unit member's teaching major or minor.

14.3.10.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.10.2.4 A subject required by a California credential evaluation or renewal.

14.3.10.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.10.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.

14.3.10.4 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or

inaction on the part of the unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.11 Salary Schedule Credit

Full salary schedule credit shall be granted for overseas teaching and Peace Corps teaching. Full salary schedule credit up to six years shall be granted to all counselors newly employed in the District for credentialed teaching or counseling experience gained prior to employment in the Anaheim Union High School District.

The Superintendent may recommend salary schedule credit for experience gained which is related to counseling.

14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

14.5 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

14.6 Part-Time Employment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time certificated unit member subject to the following conditions:

14.6.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.

- 14.6.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment; and currently earning a salary equivalent to Column I, Step 7, or more.
- 14.6.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half the days required for the individual's position classification.
- 14.6.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.
- 14.6.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.
- 14.6.6 The unit member who elects a reduced workload in accordance with the conditions of this section shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.
- 14.6.7 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.
- 14.6.8 No unit member shall be entitled to receive retirement credit for more than five (5) years service under this section.

14.7 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

ARTICLE 17: DISCIPLINE

17.1 Personnel Files

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

17.1.1 Pre-employment information

17.1.2 Medical reports

17.1.3 Copies of annual contracts and supplemental contracts

17.1.4 Transcripts

17.1.5 Certification material

17.1.6 Letters of commendation

17.1.7 Copies of official personnel action

17.1.8 Written evaluations

17.1.9 Other materials, as agreed between the unit members and the Director, Human Resources.

Materials placed in the unit member's file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint, any material shall be removed from the file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.2 Process

Normally, the District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

17.2.1 Verbal warning(s)

17.2.2 ~~Conference with written memorandum of summary~~ Written warning

17.2.3 Written reprimand(s)

17.2.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed, however, that no unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause. This second, 17.2.4, shall not apply to extra service pay positions.

17.3 Notice of Progressive Discipline

In the administration of the overall discipline program of the District, any written notice will clearly state if the discipline represents a:

17.3.1 ~~Notice of Conference Memorandum~~ Written warning, or

17.3.2 Written Reprimand.

17.4 Right to Representation

A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.5 Removal of Unit Member From Extra Service Pay

It is understood by the parties that the District may remove unit members from extra service pay positions (Appendix BC) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 ~~Conference with written memorandum~~ Written warning

17.5.3 Reprimand

17.5.4 Removal

It is understood that any written materials or documents related to the removal of a unit member from an extra service pay position shall not be placed in the unit member's personnel file.

ARTICLE 20: DURATION

| This Agreement shall remain in full force and effect through August 31, ~~2011~~2012 and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

DATED: _____

ANAHEIM UNION HIGH SCHOOL
DISTRICT

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION

By: _____
Russell Lee-Sung
Assistant Superintendent
Human Resources

By: _____
Eric Stapley
Lead Negotiator

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2009/2010-2011/2012 COUNSELOR SALARY SCHEDULE**

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III
1	55,024	59,698	65,049
2	58,105	62,785	68,128
3	61,194	65,864	71,217
4	64,273	68,951	74,305
5	67,363	72,036	77,390
6	70,448	75,126	80,470
7	73,532	78,211	83,562
8	76,621	81,292	86,649
9	79,707	84,384	89,737
10	82,795	87,471	92,827
11	85,886	90,563	95,906
LONGEVITY (Years of Continuous Credentialed Service in AUHSD)			
16	90,197	94,874	100,217
21	92,355	97,032	102,375
26	95,901	100,578	105,921

Doctorate: \$2,000

Miscellaneous Rate of Pay: ~~\$39.55 (\$41.13 effective 6/19/08)~~ \$40.00

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
June 13, 2011
Effective: July 1, 2011

APPENDIX B

ANAHEIM UNION HIGH SCHOOL DISTRICT

~~2009-2010~~2011-2012

EXTRA SERVICE PAY SCHEDULE

JUNIOR HIGH AND SENIOR HIGH SCHOOL
COUNSELORS

1. **HIGH RISK COUNSELING**: To be turned in on payroll sheets as duties are performed.

In the event a counselor agrees to perform high risk counseling duties, pursuant to Education Code 48431.6 or 48431.7, outside the regular workday, said counselor will receive the miscellaneous hourly rate of pay. The number of hours to be worked at the above rate will be determined in advance by the site administrator.

2. **EL COORDINATOR STIPEND**: \$1,653 per year - paid at the end of each semester.

Refer to Appendix E - MOU – English Learner Coordinator Stipend. This agreement will begin with the 2009-2010 school year and continue until a new agreement is reached.

3. **ACTIVITIES**: To be paid half at the end of each semester. Counselors assigned to extra service positions in Junior High and Senior High Schools shall be compensated as explained in 14.2 of this Agreement.

<u>Position</u>	<u>Percentage</u>
GATE Coordinator	3.74

4. **LEADERSHIP POSITIONS**: Counselors assigned to leadership positions in Junior High and Senior High Schools shall be compensated monthly as explained in 14.2 of this Agreement. Duties assigned are within the scope of the school day.

<u>Position</u>	<u>Percentage</u>
Junior High School Department Chairs	4.60
Senior High School Department Chairs	6.70

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

APPENDIX C

ANAHEIM UNION HIGH SCHOOL DISTRICT

(714) 999-3516

System Phone Number (714) 999-3516

Help Desk Phone Number (714) 999-3550

Employee ID 64 _____

PIN _____

System Calling Times to Substitutes:

Week Day	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 a.m. Continues until jobs are filled or until 10:00 a.m	6:00 – 10:00 p.m.
Saturday	NONE	NONE
Sunday	NONE	6:00 – 10:00 p.m.
Holidays	NONE	6:00 – 10:00 p.m.

Absence Reasons

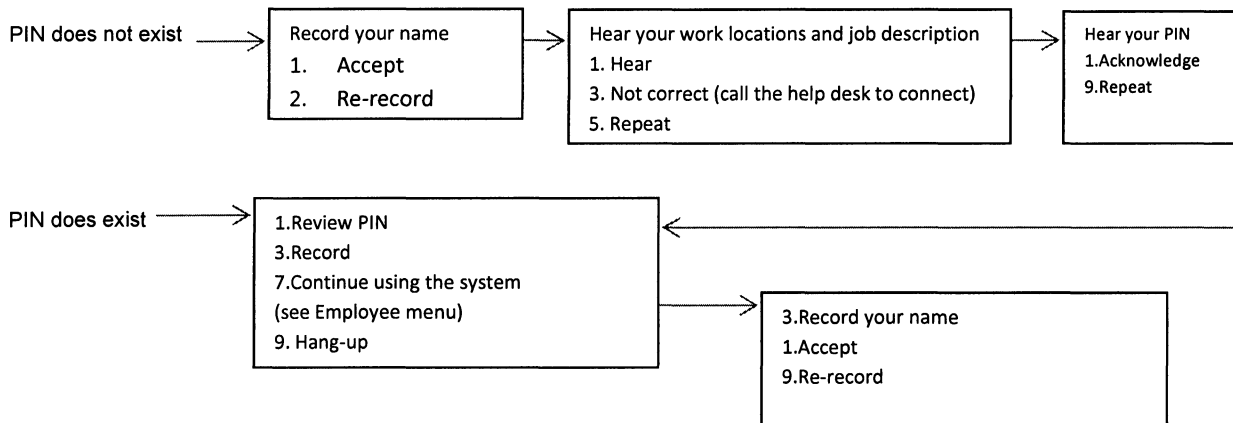
Number	Description	Number	Description
1	Personal Illness	9	Jury Duty
2	Excused	10	Personal Without Pay
3	Non-Duty Day	11	Subpoena
4	Personal Necessity	12	Military Leave
8	Bereavement	24	Union Business

Employee Registration

Press *

Press 3 (For Employee)

Enter your SSN (press # when done)



APPENDIX D-1



EMPLOYEE'S QUICK REFERENCE CARD

Web Center

WebCenter Address:

<https://sems.auhsd.k12.ca.us>

User (Employee) ID: 64000_____

(If your ID starts with 640000 please use last four digits only. If your ID starts with 640001 please use last five digits.)

PIN: _____

Log on: Open your Internet Browser and access the SEMS WebCenter site. Login information includes two identifiers that must be entered. When you have entered both fields, press the LogOn button.

Log off: To end the session and disconnect from WebCenter, press the LogOff link found in the lower portion of the screen.

Printing: You can print any of the screens you are currently viewing by using your browser's print icon.

Press the **Create Absences** tab to enter an absence.

Select the **Location and Classification** when there is a choice in the drop down menu.

Select the **Reason** that applies to this absence from the drop down menus.

Select **Start and End Dates** for your absence by clicking on the down arrows or using the Calendar icon. Ensure that the correct time is entered.

If this is a multiple day recurring absence, remove the checkmark(s) from the **Work Days** boxes that do not apply to this absence.

Indicate if a substitute is required for this absence.

To request a particular substitute, enter the Substitute's ID number or use the Search feature to find the Substitute by name.

Indicate if the requested substitute has agreed to accept the job. If **Yes** is selected, the substitute will not be called.

Press the **Submit** button when you have completed the form to validate the information. Errors will be displayed in red below the tabs. When the data is corrected, press the **Submit** button again.

The confirmation screen allows you to verify that the information is correct before the job is created. Press the **Create Job** button to create the job and receive the job number OR press the **Cancel** button to return to the **Absence Creation** form without creating the absence.

If the absence has been successfully entered, a message will be displayed to indicate this along with the Job Number.

Press the **Continue** button to return to the **Create Absence** tab.

Press the **Review Absences** tab to:

Review past, present and future absences
Cancel an absence

Select the date range for your search by pressing the down arrows for Month/Day/Year or using the Calendar icon and press the **Search** button OR press the **Search All** button to get a list of all of your absences.

Use the **Next** and **Previous** buttons to navigate through the records on the list.

To cancel the job or view the job details, press the **Job number** link.

If you want the system to notify the substitute of the job cancellation (by calling them), place a checkmark in the box "Does the substitute need to be notified of your cancellation".

To confirm that you do want to cancel the absence, press the **Cancel Job** button.

You have not cancelled the absence until you press the **Cancel Job** button. A successful action will display to confirm the cancellation.

MEMORANDUM OF UNDERSTANDING
Staff Development Work Schedule

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

1. That the beginning of each school year is critically important to counselors because of registration of students, especially new students.
2. That counselor's will be excused from the teacher staff development meetings which are held prior to the first student day.
3. That this does not include important faculty meetings or department chair meetings.
4. Principals and school counselors are encouraged to confer prior to August 15 of each year to arrange the specifics for each campus.
5. This agreement shall sunset on August 31, ~~2011~~2012.

Dated: _____

For the District:

For the Association:

Russell Lee-Sung
Assistant Superintendent
Human Resources

Eric Stapley
Lead Negotiator

APPENDIX F

MEMORANDUM OF UNDERSTANDING
JOB SHARING

For School Year ~~2010-2011~~2011-2012

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

1. Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.
2. Procedures
 - 2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.
 - 2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.
 - 2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.
 - 2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.
 - 2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.
 - 2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.
3. Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.

APPENDIX G-1

This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.

4. Salary Schedule Advancement

In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 191.5 counselor work days, which is a total of 144 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

5. Return to Full-Time Assignment

5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time counseling, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.

5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time counseling, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.

5.3 If a job sharing unit member decides to end his/her job share agreement and return full time, the other unit member must return full-time or resign his/her position.

6. Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This Memorandum of Understanding is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice.

This agreement sunsets on August 31, ~~2011~~2012.

Dated: _____

For the District:

For the Association:

Russell Lee-Sung
Assistant Superintendent
Human Resources

Eric Stapley
Lead Negotiator

APPENDIX G-2

MEMORANDUM OF UNDERSTANDING

Layoff and Tie Breaking Criteria

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

In the event that there is a tie between two or more counselors with the same seniority date as a counselor, the following criteria will be used in priority order indicated below to determine who will be laid off:

1. Seniority as counselor in District.
2. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
3. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
- ~~4. Length of additional paid prior service to District (i.e. teacher, instructional aide, coach, etc.)~~
4. Length of additional paid full-time prior service to the District in a certificated position.
5. Length of additional paid full-time prior service in a certificated position outside of the district.
6. Length of additional paid full-time prior service to the District in a non-certificated position.
7. Length of additional paid full-time prior service in a non-certificated position outside of the district.
- 5.8. If the criterion above does not break a tie, a lottery will be used to determine who will be laid off.

~~While this MOU is in effect, its contents replace existing contract language Article 5.2, 5.5, and Article 9.4.1. All other contract language in Article 5 and Article 9 still applies.~~

This agreement sunsets on August 31, ~~2011~~2012.

Dated: June 13, 2011

For the District:

For APGA:

Russell Lee-Sung
Assistant Superintendent
Human Resources

Eric Stapley
Lead Negotiator

APPENDIX H

MEMORANDUM OF UNDERSTANDING
Reassignment/Surplusing Process and Tie-Breaking Criteria

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

In the event that no counselor volunteers for reassignment or there is a tie to determine who will be surplusd at a site and moved to another location, the following criteria in priority order will be used:

1. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
2. Seniority as counselor at the site.
3. Seniority as a counselor in the District.
- ~~3.4. _____ Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.~~
4. ~~Length of additional paid prior service to District (i.e. teacher, instructional aide, coach, etc.)~~
5. Length of additional paid full-time prior service to the District in a certificated position.
6. Length of additional paid full-time prior service in a certificated position outside of the district.
7. Length of additional paid full-time prior service to the District in a non-certificated position.
8. Length of additional paid full-time prior service in a non-certificated position outside of the district.
- ~~5-9. _____ If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.~~

MEMORANDUM OF UNDERSTANDING
Reassignment/Surplusing Process and Tie-Breaking Criteria

The Association President will be notified of all site openings prior to the District notification of reassignment.

While this MOU is in effect, its contents replace existing contract language Article 5.2, ~~5.3~~, 5.5, and Article 9.4.1. All other contract language in Article 5 and Article 9 still applies.

This agreement sunsets on August 31, ~~2011~~2012.

Dated: _____

For the District:

For APGA:

Russell Lee-Sung
Assistant Superintendent
Human Resources

Eric Stapley
Lead Negotiator

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)


Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA) agree that as of January 1, 2010, the district's self-insured preferred provider plan was amended on a trial basis to include a formulary prescription plan through InformedRX. This plan includes a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, are exactly the same as was recommended by the district insurance committee on Monday, October 26, 2009.

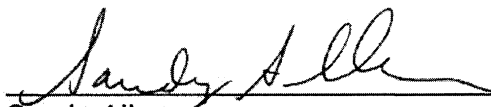
AUHSD and APGA further agree that this trial will end on December 31, 2011, if APGA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2011, that it wishes this trial formulary plan to end. If APGA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2011. AUHSD and APGA agree that at that point there will be no formulary plan for APGA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand name drugs.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

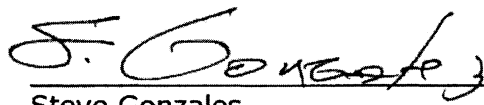
This agreement is dated: November 4, 2010



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sandy Allen
Co-President
APGA



Steve Gonzales
Co-President
APGA

ANAHEIM UNION HIGH SCHOOL DISTRICT

Directions and Timeline Information For Counselor Evaluation

DEPARTMENT PLANNING/SELF-ASSESSMENT: The counseling departments at each school site are encouraged to meet yearly to plan departmental goals for the school year. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The Department Planning/Self-Assessment form should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.

INITIAL CONFERENCE:

- Prior to the initial conference, the counselor will review the goals/plan from the current Department Planning/Self-Assessment form as a basis to fill out the Counselor Evaluation form.
- The counselor will pick at least one element (e.g. identified as 1.1, 1.2, etc.) from each of the 6 standards for the administrator to evaluate.
- The implementation of each chosen element is to be described in the relevant “Planned Activity” section.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to November 1st.
- The administrator and counselor will review all standards and planned activities, make any necessary modifications, and sign in agreement prior to November 15th.
- A copy of the signed form is given to the counselor, and the original will be filed on campus.

The administrator may use the Classroom/Educational Setting Observation form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first quarter and prior to the end of the second quarter.

FINAL RATING:

- Administrator will use any observation forms/notes to complete the Individual Counselor Performance Plan form.
- Each standard will be rated by the administrator (1-5) based on the scale on the form.
- Comments must be made if a counselor is rated a 3 or 4; comments are encouraged for ratings 0, 1, or 2.
- The administrator will determine a final rating of all evaluation categories as: Meets, Partially Meets, Does Not Meet Standards, or Not Observed.
- The administrator will review the completed form with the counselor before May 31st.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor’s signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days.

Standard 1: Engage, advocate for and support all students learning.

- 1.1 Ensure all students are engaged in a system of support designed for learning and academic success
- 1.2 Advocate for educational opportunity, equity and access for all students
- 1.3 Advocate for the learning and academic success of all students
- 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies

Standard 2: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.

- 2.1 Demonstrate organization skills
- 2.2 Develop outcome-based programs
- 2.3 Assess program outcomes and analyze data
- 2.4 Demonstrate leadership in program development

Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.

- 3.1 Assess student's characteristics and utilize the information to plan for individual student growth and achievement
- 3.2 Interpret and use student's assessment data with students and parents/guardians in developing personal, academic, and career plans
- 3.3 Monitor student's personal, academic, career progress

Standard 4: Collaborate and coordinate with school and community resources.

- 4.1 Build and maintain student teams for student achievement
- 4.2 Provide consultation and education for teachers and parents
- 4.3 Develop working relationships within the school that include school staff members
- 4.4 Coordinate support from community agencies

Standard 5: Promote and maintain a safe learning environment for all students.

- 5.1 Promote a positive, safe, and supportive learning environment
- 5.2 Develop and implement programs that address the personal and social risk factors of students
- 5.3 Develop and implement programs that reduce the incidence of school site violence
- 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school

Standard 6: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.

- 6.1 Establish professional goals and pursue opportunities to improve
- 6.2 Model effective practices and continuous progress in school counseling
- 6.3 Adhere to professional codes of ethics, legal mandates, and district policies

ANAHEIM UNION HIGH SCHOOL DISTRICT
INDIVIDUAL COUNSELOR PERFORMANCE PLAN

Employee's Name: _____ School: _____ Grade: _____ Date: _____

Probationary/Temporary (All Standards) Permanent Prof. Expectation Initial Conference Date: _____ Observation Date: _____

Based on the California Standards for the School Counseling Profession

		3. Partially meets standards	2. Meets standards	1. Exemplifies/exceeds standards	0. Not Observed
NATIONAL COUNSELING MODEL					
Standard 1:	Engage, advocate for and support all students in learning.				
ELEMENT #	PLANNED ACTIVITY				
ELEMENT #	PLANNED ACTIVITY				
COMMENTS					
Standard 2:	Plan, implement and evaluate programs to promote academic, career, personal, and social development of all students.				
ELEMENT #	PLANNED ACTIVITY				
ELEMENT #	PLANNED ACTIVITY				
COMMENTS					

4. Does not meet standards	3. Partially meets standards	2. Meets standards	1. Exemplifies/exceeds standards	0. Not Observed				
NATIONAL COUNSELING MODEL								
Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.								
ELEMENT #	PLANNED ACTIVITY							
ELEMENT #	PLANNED ACTIVITY							
COMMENTS								
Standard 4: Collaborate and coordinate with school and community resources.								
ELEMENT #	PLANNED ACTIVITY							
ELEMENT #	PLANNED ACTIVITY							
COMMENTS								

4. Does not meet standards	3. Partially meets standards	2. Meets standards	1. Exemplifies/exceeds standards	0. Not Observed				
NATIONAL COUNSELING MODEL								
Standard 5: Promote and maintain a safe learning environment for all students.								
ELEMENT #	PLANNED ACTIVITY							
ELEMENT #	PLANNED ACTIVITY							
COMMENTS								
Standard 6: Develop as a professional school counselor.								
ELEMENT #	PLANNED ACTIVITY							
ELEMENT #	PLANNED ACTIVITY							
COMMENTS								

Initial Conference:

The standards and planned activities were discussed and agreed upon at the initial conference on this signed date.

Administrator's Signature	Date
Counselor's Signature	Date

Final Rating:

The final rating of evaluation categories assessed in this evaluation is:

- Meets Standards
- Partially Meets Standards
- Does Not Meet Standards

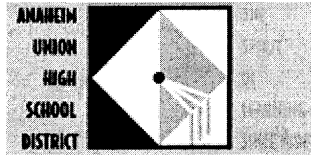
A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Administrator's Signature	Date
Counselor's Signature	Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings. Rebuttal comments, if any, must be made in writing and RECEIVED BY EVALUATOR within five (5) working days of the date of this report.

- Rebuttal
- Rebuttal Waived

AGREEMENT BETWEEN



ANAHEIM UNION HIGH SCHOOL DISTRICT

AND



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 74

CLASSIFIED SUPPORT SERVICES

For the Period

July 1, 2011

to

June 30, 2014

(Pending approval by the Board of Trustees: June 13, 2011)

ARTICLE 1: RECOGNITION

The Board recognizes Anaheim Chapter 74, California School Employees Association (CSEA), as the sole and exclusive representative of employees performing services in categories and groupings of positions and classification described as follows:

Included:

ACTIVE	INACTIVE
Accounting Technician	
Administrative Assistant	
Administrative Assistant-Bilingual	
ASB Accounting Technician	
Benefits Technician	
Braille Transcriber	
Business Technician	
Buyer	
Campus Safety Aide	
Computer Lab Technician	
Computer Operator	
Credentials Technician	
District Testing Technician	
English Learner Program Technician	
Food Service Technician	
Food Service Account Specialist	
Health Services Technician I	
Health Services Technician II	
Health Services Technician III	
Human Resources Technician	
Information Systems Technician	
Instructional Assistant	
Instructional Assistant-Bilingual-Arabic	
Instructional Assistant-Bilingual-Korean	
Instructional Assistant-Bilingual-Romanian	
Instructional Assistant-Bilingual-Spanish	
Instructional Assistant-Bilingual-Vietnamese	
Instructional Assistant-Mathematics	
Instructional Assistant-Severely Handicapped (SH)	
Instructional Assistant-Special Education (SE)	
Instructional Assistant-Severely Handicapped (SH) Bilingual	
Instructional Assistant-Special Education (SE) Bilingual	
Instructional Assistant-Student Parent Liaison Bilingual (Spanish)	
Language Testing Assistant	
Legal Administrative Assistant	
Network Analyst	
Office Assistant	
Office Assistant-Bilingual	
Outreach Community Liaison-Bilingual	
Parent Involvement Specialist	
Payroll Technician	
Procurement Contract Specialist	
Program Analyst	
Publications Technician	
Risk Management Technician	
School Community Liaison	
School Community Liaison-Bilingual	
School Library/Media Technician	
Secretary - Attendance	
Secretary - Registrar/Records	
Secretary - School Support	
Secretary - Program Support (District Office)	
Secretary - Attendance / Bilingual	
Secretary - Registrar/Records / Bilingual	
Secretary - School Support / Bilingual	

Secretary - Program Support / Bilingual (District Office)	
Senior Budget Technician	
Senior Accounting Technician	
Senior Administrative Assistant	
Senior Computer Operator	
Senior Payroll Technician	
Sign Language Interpreter	
Speech-Language Pathology Assistant	
Systems Administrator	
Translator	
Web Master	
Workability Placement Assistant	

Excluded: Management / Supervisory

Accountant	Accounting Manager
Accounting Supervisor	Assistant Director of Maintenance and Operations
Budget Manager	Catering Manager
Controller	Director of Building Inspections
Director of Business Operations	Director of Construction
Director of Facilities and Planning	Director of Human Resources - Classified
Director of Information Systems	Director of Maintenance and Operations
Director of Nutrition Services	Director of Publications
Director of Purchasing and Central Services	
Director of Transportation	Educational Technology Supervisor
Family & Student Support Specialist	Food Services Site Manager I
Food Services Site Manager II	Food Services Supervisor
Garage Supervisor	Maintenance Lead
Maintenance Supervisor	Operations Supervisor
Payroll Supervisor	Project Manager
Public Information Manager	Risk Manager
Site Custodial Supervisor I	Site Custodial Supervisor II
Warehouse Supervisor	

Confidential Positions

Executive Assistant	Human Resources Specialist	Senior Executive Assistant
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AFSCME Positions

Athletic Facilities Worker I	Athletic Facilities Worker II
Audio-Visual Technician	Auditorium Operations Technician
Bus Driver	Custodian
Driver Instructor	Electronics Technician
Equipment Operator	Equipment Repair Mechanic
Food Service Assistant I	Food Service Assistant II
Food Service Assistant III	Food Service Assistant III - Bilingual
Food Service Assistant IV - Food Preparation	
Food Service Assistant IV - Food Production Office	
Food Service Baker	Food Service Cook
Food Service Equipment Technician	Graphic Art Technician
Grounds Maintenance Worker	Heavy Equipment Operator
HVAC Technician	Instrument Repair Technician
Inventory Control Specialist	Irrigation Systems Technician
Maintenance Carpenter	Maintenance Electrician
Maintenance Floor/Plaster Worker	Maintenance Glazier
Maintenance Locksmith	Maintenance Painter
Maintenance Plumber	Maintenance Service Worker
Maintenance Welder/Fabricator	Mechanic
Microcomputer Technician	Network Technician
Offset Press Operator	Pool Maintenance Technician
School Site Technology Technician	Senior Custodian
Senior Equipment Operator	Senior Graphic Arts Technician
Senior Warehouse Worker - Central Warehouse	
Senior Warehouse Worker - Nutrition Services	
Shop Equipment Repair Technician	Technology Services Assistant
Transportation Dispatcher	Transportation Operations Specialist
Warehouse Worker - Central Warehouse	
Warehouse Worker - Nutrition Services	

NON-CLASSIFIED

AVID Tutor	Coaches
Custodian Assistant	Extra Service Specialists
JROTC Instructors	Social Worker Interns
Student Workers (All Programs)	Substitutes

The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager.

The Association agrees that this represents the appropriate unit and that it will not seek by any means, including but not limited to any PERB proceedings to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit

clarification by PERB proceedings on any new titled not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made by mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions subject to Article 4.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

The Board shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit through June 30, 2011 as indicated below:

2.1.1 Self-insured major medical or HMO insurance for employees and eligible dependents, including state registered domestic partners utilizing the Anthem Blue Cross Preferred Provider Plan with \$200 deductible per person, maximum of \$600 per family or the Anthem Blue Cross HMO Plan.

2.1.1.1 All eligible bargaining unit members and eligible dependents and retirees currently enrolled in the Preferred Provider Plan or Anthem Blue Cross HMO shall be provided with a prescription drug card utilizing a co-payment system.

2.1.1.2 Prescription drug co-payments for active employees and retirees, in both the self-funded PPO and HMO plans, with no unit reference are: \$5 for generic and \$15 for brand named drugs, for a 34-day supply; mail order co-payments are \$10 for generic and \$30 for brand named drugs, for a 90-day supply.

2.1.1.3 Wellness benefits amended to include well child care and adult preventive care. Oral contraception coverage to the district provided PPO prescription drug plans and increasing the coinsurance maximum for in network services on district provided PPO plans from \$5,000 to \$10,000.

2.1.2 Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental insurance for employee, eligible dependents, and/or state registered domestic partner, with no deductible, shall be provided by Delta Dental. The District will maintain current PPO and HMO plans under the Dental Care Plan 725. However, if a PPO dentist is utilized for services, the member receives an extra \$200 per year in maximum benefits (from \$1,500 to \$1,700) and reduced costs due to lower co-payments for most procedures.

\$1,500/\$1,700 yearly maximum per person including 70% coverage for major dental procedures.

2.1.4 Vision health services with special contact lens provisions for employees and eligible dependents.

- 2.1.4.1 The Insurance Committee has been reviewing cost containment measures to reduce the cost of benefits and is recommending benefit modifications to the VSP plan. This agreement stipulates approval to make the following changes effective October 1, 2003. Terminate additional coverage for cosmetic contact lenses (CCL) for eligible employees and dependents. Change the co-payment from \$5 to \$10 vision Benefits services. This has no effect on any other portion of district's benefit plan.
- 2.1.5 Alcohol, drug abuse and psychological care utilizing MHN Company for employees and eligible dependents.
- 2.1.6 Hearing aids and hearing examination for employees only as required by a physician.
- 2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.
- 2.2 In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.
- 2.3 The Association shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.
- 2.4 The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.
- 2.5 Employees and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary fee.
- 2.6 The District medical plan will cover the cost of private ambulance service and ambulance service rendered by paramedics.
- 2.7 All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.8 **Retiree Benefits**

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement plans shall be provided with major medical and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the HMO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to 1979 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for HMO medical, and \$10.40 for dental coverage for employees only.

2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare which ever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those accorded current, active bargaining classified employees.

2.8.6 Prescription drug co-payment for retirees age 65 and older in the district self-funded PPO medical plan 1001 will be increased from \$2.00 generic/\$2.00 brand-name per retail prescription to \$5.00 generic/\$15.00 brand-name per prescription effective 10/1/01. The co-payment for mail order prescription is not changed.

2.9 Eligibility

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.8 of this Article.

2.9.1 Instructional Aides

Notwithstanding 2.9, instructional aides may work up to 5 3/4 hours per day not to exceed thirty (30) hours per week. In order to receive benefits, instructional aides must work at least six (6) hours per day or in excess of thirty (30) hours per week. This article is not applicable to any current instructional aide positions more than four (4) hours with benefits.

2.10 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 6: TRANSFER PROCEDURES

6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position s/he holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 The Director of Human Resources - Classified shall determine whether classes are sufficiently related to permit transfer between them. He/she shall consider similarity of duties, minimum qualifications, examination content and occupational group.

6.3 Transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.

6.4 Voluntary Transfer

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

6.4.1 A vacancy list will be posted at each site by title, job site or department, hours, and posting date. Vacancies will be updated as necessary.

6.4.2 An employee may apply for a lateral transfer at any time.

6.4.3 When vacancies occur, all employees who are permanent in their classification who have a current "Request for Transfer" on file with the Human Resources Office - Classified and those in the first three ranks on the Promotional Eligibility List will be notified of the vacancy and given the opportunity to interview for the position in accordance with Personnel Commission rules. An appropriate transfer, as determined by the District, may be considered first.

6.4.4 A permanent employee(s) may be transferred at his/her request and for the good of the service from one position to another in the same class at the discretion of the District.

6.4.5 Transfer requests, while on file in the Human Resources Office - Classified, will be kept confidential. Employees may contact the Human Resources Office - Classified to obtain information concerning current openings.

6.4.6 Employees accepting a lateral transfer to the same class must remain in the position one school year before accepting another position in the same classification. All special circumstances will be negotiated between CSEA and the District.

- 6.4.7 The Human Resources Office - Classified shall notify those individuals interviewed of specific vacant position of the hiring supervisor's recommendation.
- 6.4.8 Transfer requests will be kept until the end of the fiscal year in which requested. New transfer requests must be initiated on July 1 or later for the new fiscal year.
- 6.4.9 Transfer Based on Workload
District reserves the right to accept voluntary transfers based on workload.

6.5 **Involuntary Transfer**

Transfers of employees on a temporary or permanent basis may be initiated by the District management at any time such transfers is in the best interest of the District as defined by the Superintendent under the following conditions. An employee affected by such transfer shall be given notice as soon as practicable. The District shall notify CSEA in writing of any upcoming involuntary transfer. Any employee affected by such transfer has the right to CSEA representation at any conference with management to discuss the reasons for the transfer.

6.5.1 At the request of the employee or the Association, employees may be transferred from one job title in a classification to another job title in the same classification at the same or alternative site for the good of the service. Such requests will be in written format and shall specify the reason for the transfer, steps previously taken to remediate the situation, and benefit to be gained through the transfer.

6.5.2 Employees may be transferred from one site to another site based on workload as determined by the supervisor, site administrator, superintendent, or designee. Transfers will only be considered to balance staffing and not as a punitive measure.

6.5.3 Involuntary transfers shall not be implemented for arbitrary, capricious or discriminatory reasons. The "best interest of the District" clause set forth in section 6.5 shall conform to this standard.

6.6 **Disciplinary Action**

Employees involved in disciplinary action shall not be considered for transfer under Section 6.5.1 of this agreement.

ARTICLE 12: LEAVES

12.1 Bereavement Leave

The District agrees to grant necessary leaves of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the employee, stepchild, stepbrother, stepsister, stepmother, stepfather, domestic partner, foster child and like relatives of spouse, or any person living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) duty day period immediately following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following death, the employee will notify his/her supervisor prior to scheduling an alternative plan for bereavement leave.

Employees exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

"The bereavement leave provided in this section shall be applicable to each member of the "immediate family" independently. Bereavement leave shall not be required to be utilized on consecutive days.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member to be abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

12.2 Jury Leave

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving their jury duty, must submit a copy of the receipt to payroll indicating

that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference.

Employees are required to return to work during any day or portion thereof in which jury duty services are not required. Employees who work the swing shift and serve on a jury during the day will be excused from the swing shift for the actual hours required to serve on jury duty or while waiting for jury duty selection. The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

12.3 Military Leave

Employees shall be required to request military leaves in writing and will supply the District with "orders" and status reports. Any employee who is granted a long- or short-term shall be entitled to receive his or her salary for the first 30 calendar days of active duty service during the absence, provided the employee has been in the service of the district for a period of not less than one year immediately prior to the date on which the absence begins. Pursuant to Military and Veterans Code sections 395 and 395.01.

12.4 Paid Sick Leave

12.4.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

12.4.2 Members of the bargaining unit employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

12.4.3 Members of the bargaining unit employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.

12.4.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 12.4.2 and 12.4.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.

12.4.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.

12.4.6 Notification of Return to Work: In order to allow the District the opportunity to make arrangements for the return of an absent employee, the employee shall notify their immediate supervisor of their pending return as soon as possible, but not later than 3:00 p.m. of the work day preceding the employee's return. If an employee fails to notify their immediate supervisor and a substitute has been assigned to work the day the employee returns the employee may be sent home for that day without pay. Per PC Rule 16.2.8

~~An employee returning from absence must contact the school or site two (2) hours prior to the close of the preceding workday of his/her intent to return. In the event that the District has not been notified of the employee's intention to return, and accordingly has employed a substitute for the day, the District may require the returning employee to be charged with one (1) day of absence without pay.~~

~~Said action shall be considered disciplinary action and shall occur only in accordance with the provisions of Section 60.800 et seq. of the Personnel Commission Rules and Regulations.~~

12.4.7 An employee who is absent due to a personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

12.4.8 The Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require satisfactory proof of the nature, extent and duration of the illness if it believes an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse or other appropriate action.

When there is a question as to the extent and duration of the disability, lasting more than five (5) days, or the employee's ability to return to work, the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require the employee to submit to an examination by a physician selected and paid by the Board. The employee will be given a copy of the physician's report to the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents

and Director of Human Resources both Classified and Certificated.

12.4.9 Members of the bargaining unit must notify his/her supervisor of the absence as soon as the necessity to be absent becomes known to the employee but not later than thirty (30) minutes after the start of the employee's workday.

12.4.10 An employee, while on unpaid leave of absence granted by the Board of Trustees, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

12.4.11 Extended Sick Leave

An employee who is absent because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, shall not exceed 100 working days in any one(1) fiscal year. It shall not be accumulative and shall be exclusive of any other paid leave, holidays, vacation or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run consecutively with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

12.5 Industrial Accident and Industrial Illness Leave

12.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 45192 and this rule.

12.5.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

2.5.2.1 S/he has probationary or permanent status.

2.5.2.2 The illness or injury is directly related to the performance of his/her duties while in the employ of the Anaheim Union High School District.

12.5.3 An employee absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one leave nor the total number of days allowed in one school

year for more than one such leave does not exceed a total of sixty (60) consecutive working days.

- 12.5.4 Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.
- 12.5.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.
- 12.5.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Sections 44043 and 45192 of the Education Code. Charges to the employee's leave balances shall be as follows:
 - 12.5.6.1 Occupational leave shall be reduced by one (1) day of authorized absence regardless of temporary disability payments paid.
 - 12.5.6.2 Sick leave and/or vacation leaves shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the district, which when added to temporary disability benefits, will exceed his full salary during the period of his absence.
- 12.5.7 An employee, while receiving occupational benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 12.5.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

12.6 Court Appearance

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the employee. This section shall not be applicable to employees who are litigants.

12.7 **Personal Necessity Leave of Absence**

12.7.1 Unit members may use up to seven (7) days accumulated sick leave without stating a reason for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

12.7.2 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes, and s/he shall notify the immediate supervisor prior to the absence.

12.7.2.1 Accident or serious illness involving his/her personal property or property of his/her immediate family

12.7.2.2 Court appearance as a litigant or as a witness under order

12.7.2.3 Religious observance

12.7.2.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child

12.7.2.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

12.7.3 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

12.7.4 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, or work slowdown or concerted activity of any kind.

12.7.5 A unit member shall be allowed to use two days of personal necessity leave, which will not be charged against his/her accumulated sick leave.

12.7.6 The District may require satisfactory proof of the

nature, extent, and duration of the personal necessity leave if it believes a unit member to be abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

12.8 Leave of Absence Without Pay

12.8.1 Permanent employees may be granted leave of absence without pay provided such leaves are not detrimental to the best interests of the District, as determined and recommended by the Superintendent, and approved by the Board of Trustees. Requests for leaves of absence without pay shall be made on forms provided by the Personnel Director, and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

12.8.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Personnel Director upon evidence that the cause for granting it was misrepresented or has ceased to exist.

12.8.3 Employment While on Leave

An employee, while on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees. Upon approval of the Superintendent, the leave may be extended at the sole discretion of the Superintendent.

12.8.4 Benefits While on Leave

Employees on leave of absence without pay shall not accrue seniority, salary step advancement, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range. Upon return from a long-term leave of absence, an employee's anniversary date shall be adjusted. An employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Government and Veterans' Code.

12.8.5 Types of Leaves

Such leave of absence with-out pay may be granted for any of the following reasons:

12.8.5.1 Health

A permanent classified employee may be granted a leave of absence without pay for health purposes for a specified period of time.

12.8.5.2 Short Term Personal Leave Without Pay

An excused absence without pay for an employee may be approved for one (1) day by the Principal or Classified Supervisor. Upon the recommendation of the Principal or Classified Supervisor, the Assistant Superintendent, Personnel, or designee may authorize an excused absence without pay for employees from two (2) to five (5) days. Notification that absence has been approved should be reported to the Classified Personnel Office at least twenty-four (24) hours prior to the absence.

12.8.5.3 Pregnancy Leaves and Absences

Pregnant employees shall be granted pregnancy leave without pay, such leave to commence on a date to be determined by the employee and her physician.

12.8.5.4 Family Medical Leave Act

The district shall grant unpaid leave as specified by the Family Medical Leave Act.

12.8.5.5 Peace Corps

A permanent classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service.

When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

12.8.5.6 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the Classified Director of Personnel and the Superintendent to

be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon return to service of the District.

A permanent employee granted a leave under this rule must sign an agreement on forms available in the office of the Classified Director of Personnel, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to give such notice will be considered as notice that the employee will not return and that his/her position is vacant.

12.8.5.7 Tragedy Personal Necessity Leave

A long term personal necessity leave of absence, not to exceed ninety (90) days, may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the unit member.

An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the unit member while on leave.

12.8.6 District Notification

The Classified Personnel Office will notify an employee who is on a leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification fifteen (15) days before the expiration of the leave indicated the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency

conditions, the above procedures may be waived by the Personnel Director.

12.8.7 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists, or a similar classification for a position which is vacant and for which the employee is qualified, and which does not constitute a promotion.

12.8.9 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

12.8.10 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense, provided the carrier allows.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance benefit program shall submit a check or money order to the Business Office for the exact amount of premium on or before the 25th day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

12.9 *Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day
(in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday

Washington's Birthday
Spring Friday
Memorial Day

*See current years calendar for actual day on which the paid holiday will fall.

12.9.1 Eligibility

12.9.1.1 All employees will be entitled to payment for Board authorized holidays, provided they are in paid status during any portion of the day immediately preceding or succeeding the holiday.

12.9.1.2 Employees who are not assigned to duty during the Winter or Spring recess shall be paid for any Board authorized holidays during this period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or following the Winter or Spring recess.

12.9.1.3 When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed.

12.10 Catastrophic Leave (Board Policy 6602, 6602-R)

Employees are permitted to irrevocably donate accrued sick leave credits for an employee who experiences a catastrophic personal illness. Donations made under the Catastrophic Leave Program shall be strictly voluntary.

12.10.1 Definitions:

12.10.1.1 Catastrophic illness means an illness that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off with the exception of extended illness leave.

12.10.1.2 Eligible leave credits mean sick leave days accrued to the donating employee.

12.10.1.3 The Sick Leave Bank represents donated eligible leave credits.

12.10.1.4 The Open Enrollment Period is established as the month of October each year.

12.10.1.5 The Sick Leave Bank Committee shall oversee the operation of the Sick Leave Bank. The

Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA); California School Employees Association (CSEA); American Federation of State, County and Municipal Employees (AFSCME); Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from the District Administration designated by the Superintendent.

12.10.2 The Board adopted the following rules and regulations for the administration of this policy, including, but not limited to the following:

12.10.2.1 Participation in the Catastrophic Leave Program shall be voluntary, but permitted for all permanent employees who are eligible for extended sick leave benefits.

12.10.2.2 To establish enrollment, a permanent employee must initially donate one sick leave day. Employees must then donate one sick leave day per year during the Open Enrollment Period to maintain eligibility.

12.10.2.3 The Sick Leave Bank is available to all participating permanent employees for use during their work year. (12 month employees may apply to use the Sick Leave Bank year round. All other employees are eligible according to their regular work year.)

12.10.2.4 Employees, who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, have a waiting period of sixty (60) duty days after their enroll before becoming eligible to withdraw from the Bank.

12.10.2.5 The Sick Leave Bank must not be used concurrently with the extended illness leave benefit.

12.10.2.6 The maximum amount of time for which donated sick leave credits may be used is ~~fifty (50) half days~~ twenty-five (25) days for any one catastrophic illness. The lifetime benefits from this policy may not exceed a total of ~~one hundred (100) half days~~ fifty (50) days.

12.10.2.7 This Catastrophic Leave Program may not be used if the employee applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is

less than 100% of the employee's basic salary. Employees having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

12.10.2.8 The receipt of a donated sick leave credit through the Catastrophic Leave Program as defined herein, when combined with other district income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.

12.10.2.9 An employee who receives donated sick leave credits shall use any leave credits, including vacation, that he/she continues to accrue on a monthly basis prior to receiving/using additional donated sick leave credits from the Sick Leave Bank.

12.10.2.10 Requests for Sick Leave Bank credits must be made in increments of ~~ten (10) half days~~ five (5) days.

12.10.2.11 If more than one applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted.

12.10.2.12 Member employees may make additional donations to a specific employee who has a catastrophic illness. These donations may be made at any time during the year. Any unused donations beyond those authorized by the committee will be returned to the bank.

12.10.2.13 Any fraudulent or inappropriate use of donated days will result in the return of all donated days to the Bank. The employee will be held responsible for returning any resulting overpayment of wages.

12.10.2.14 Any unused donation will be returned to the Bank, including donations to specific employees as stated in 12.10.2.12.

12.10.2.15 The employee must waive any and all claims against the Board, District and its officer and employees, arising from the administration of the Sick Leave Bank Program.

12.10.2.16 The Sick Leave Bank Committee will issue a report to all employees of the status of the Bank each semester.

12.10.3 Donating to the Bank:

12.10.3.1 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) sick leave day.

12.10.3.2 All transfers of eligible leave credits are irrevocable.

12.10.3.3 Employees may donate up to three (3) full days of eligible leave credits per school year.

12.10.3.4 Employees must have at least ten (10) days of accrued sick leave remaining after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Board.

12.10.3.5 Donations to the Bank are general donations and cannot be donated to a specific employee with the exception of 12.10.2.12.

12.10.3.6 When and if the donated sick leave credits reach a total of 2,000 actual days, the committee may suspend donations for one (1) year for all current members. New members, however, may donate.

12.10.4 Withdrawing from Bank:

Eligible leave credits may be requested, in writing, from the Sick Leave Bank for a catastrophic illness if all of the following requirements are met:

12.10.4.1 The employee must be a member of the Sick Leave Bank before requesting sick leave credits.

12.10.4.2 The employee who is suffering from a catastrophic illness provides verification of catastrophic illness as required by the Board.

12.10.4.3 The verification of catastrophic illness must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness.

12.10.4.4 The Board may require verification of the need for sick leave days beyond the evidence of a doctor's certification, and shall have the authority to accept evidence from other sources.

- 12.10.4.5 The Board determines that the employee is unable to work due to the employee's catastrophic illness.
- 12.10.4.6 The employee has exhausted all accrued paid leave credits with the exception of extended illness leave.
- 12.10.4.7 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the employee's paycheck will be discontinued (except for AUHSD computer loan payments and health and life insurance payments.)
- 12.10.4.8 **Not Covered:**
Conditions or illnesses resulting from commission of a felony, elective cosmetic surgery or stress. Also not included are illnesses which may be covered under Workers' Compensation Program.

ARTICLE 13: VACATIONS

13.1 Eligibility

Permanent employees of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee, or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

Probationary employees may take vacation as approved by their supervisor. Said vacation shall not become a vested right until the sixth (6th) month of employment is complete. Should an employee leave the District for any reason prior to being awarded permanent status, all used vacation will be repaid to the District.

13.2 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

13.3 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours, i.e., a six (6) hour employee would receive 6/8th of a day per month.

13.4 Employees with more than one (1) year of service in a paid status are entitled to working days of vacation with pay in each fiscal year, in addition to those set forth in 13.3, computed as follows:

1 additional day at the start of the 2 nd year
2 additional days at the start of the 4 th year
3 additional days at the start of the 5 th year
4 additional days at the start of the 6 th year
4 additional days at the start of the 7 th year
5 additional days at the start of the 8 th year
6 additional days at the start of the 9 th year
6 additional days at the start of the 10 th year
7 additional days at the start of the 11 th year
7 additional days at the start of the 12 th year

- 8 additional days at the start of the 13th year
- 8 additional days at the start of the 14th year
- 9 additional days at the start of the 15th year
- 10 additional days at the start of the 16th year
- 11 additional days at the start of the 17th year

13.5 Earned vacation shall be taken only at times which are mutually agreeable to the employee and his/her supervisor.

13.6 All monthly full-time permanent employees with less than five (5) years of service must be taken within twelve (12) months following the period in which it is earned and may not be accumulated beyond this period. All monthly full-time permanent employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-nine (29) working days under adopted regulations regarding vacations.

~~13.6 All vacation days earned by eleven (11) and twelve (12) month permanent full-time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accumulated beyond this period. Eleven (11) and Twelve (12) month permanent full-time employee, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.~~

~~13.6.1 Permanent monthly employees who cannot take their full annual vacation or whose vacation request has been denied may request pay for up to four (4) days of vacation at year end.~~

13.7 During the first working month of each school/fiscal year, permanent employees and the supervisor shall meet and mutually agree to a vacation schedule for that school/fiscal year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the employee.

The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor for the days that exceed their cap.

13.8 In case of termination, vacation time owed the District shall be deducted from the final paycheck.

13.9 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to action service, provided the employee supplies notice and

supporting information regarding the basis for such interruption or termination. A doctor's written verification of illness will be required in order to commence illness leave under this provision.

13.10 On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his last regular assignment, except the employee who has not completed six (6) months of employment in regular or restricted status shall not be entitled to such compensation.

13.11 When a holiday falls during the scheduled vacation day of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.12 Winter Break and Spring Break

For the purposes of this Article, the District office shall be open for business during the Fall, Winter and Spring break. Employees who choose to work during the Fall, Winter and Spring break may do so at their own work sites in their own job classification. Employees are encouraged to schedule vacations during periods when students are not in session.

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, ~~2008-2011~~ and remain in full force and effect up to and including June 30, ~~2011-2014~~ and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate.

During the year ~~2008-2009~~²⁰¹¹⁻²⁰¹² the subjects of Article 2, Health and Welfare, and Article 11, Wages and Items Related to Wages, shall be open for negotiations.

In addition to these articles referenced above, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years ~~2008-2009~~²⁰¹¹⁻²⁰¹², ~~2009-2010-2012-2013~~ and ~~2010-2011-2013-2014~~ notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: June 13, 2011

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 74

By: _____
Russell Lee-Sung
Assistant Superintendent,
Human Resources

By: _____
Sharon Yager
CSEA President

ACTIVE ATTACHMENTS/MOUs

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Special Education Instructional Assistants

The California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) jointly agree to the following changes in the hours and selection of special education instructional assistants. These changes will be a phase-in process over a five-year period.

The intent of this memorandum of understanding is to re-structure the staffing for special education instructional assistants to better meet the needs of the students and instructional staff, and to maintain an experienced and stable team of qualified instructional assistants.

Special education instructional assistants fall into three (3) categories: Instructional Assistant, Special Education (SE), Instructional Assistant, Special Education, Bilingual (SE-BIL), Instructional Assistant, Special Education, Severely Handicapped (SH)

The following changes will conceivably occur within a five-year period and through attrition.

1. Work Hours

1.1 Instructional Assistant, Special Education (SE) and Instructional Assistant, Special Education/Bilingual (SE-BIL), will have 5.75 hours and will not be benefited positions.

1.2 Instructional Assistant, Severely Handicapped (SH) will have six (6) or more hours with benefits.

2. Staffing Guidelines

2.1 One (1) 5.75 hour Instructional Assistant, Special Education (SE) or Special Education Bilingual (SE-BIL) per each full time teacher, teaching with a mild/moderate credential, working in a classroom setting with students.

2.2 One (1) six (6) or more hour Instructional Assistant, Severely Handicapped (SH) per each full time teacher, teaching with a moderate/severe credential working with severely handicapped or emotionally disturbed students in a classroom setting. Additional Instructional Assistant, Severely Handicapped (SH) positions will be added to address unique circumstances and instructional

needs at individual school sites. The Director of Special Youth Services will determine, jointly with school staff and support staff, the need for additional instructional assistants.

- 2.3 One-on-one assistants can be either Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education, Bilingual (SE-BIL), or Instructional Assistant, Severely Handicapped (SH) depending on the unique circumstances and instructional needs of the student requiring support. The Director of Special Youth Services will determine, jointly with school staff and support staff, the classification needed for one-on-one assistants.
- 2.4 Responsibilities requiring additional hours, such as bus assistants, will be assigned to Instructional Assistant, Severely Handicapped (SH) employees.
- 2.5 When determining which classification of instructional assistant is required for an assignment, it is understood that the appropriate classification is determined according to the duties that will be performed by that employee, and the alignment of said duties to the appropriate classification.

3. Vacancies

- 3.1 Instructional Assistant, Severely Handicapped (SH) & Instructional Assistant, Severely Handicapped, Bilingual (SH) positions will be posted and filled as a transfer and promotional opening. This allows interested Instructional Assistants (SE) to apply, test, and interview for the six (6) hour or higher positions with benefits. In the event that there are not a minimum of five (5) qualified candidates, the district may open the position to outside applicants.
- 3.2 Qualified individuals desiring to transfer into an Instructional Assistant (SH) position may request a transfer and will be interviewed.
- 3.3 Qualified individuals desiring to transfer into an Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education/Bilingual (SE-BIL) position may request a transfer and will be interviewed.
- 3.4 Only NCLB compliant employees and applicants may apply or request a transfer to a position with increased hours and/or benefits.
- 3.5 As instructional assistants vacate positions less than 5.75 or 6 hours, those positions will be phased out, and if deemed appropriate and necessary, will be replaced according to the new staffing guidelines as stated herein.

4. Grandfathering of Current Employees

- 4.1 All current instructional assistants who have health and welfare benefits shall continue to have health and welfare benefits as long as they continue in a position which, by contract language, is eligible for such benefits. The exception to this are

employees who have accepted a temporary increase in hours which sunsets at the close of the 2006-2007 school year.

- 4.2 All current instructional assistants who are working less than 5.75 or 6 hours and prefer to remain in their current status, will not be penalized or forced to acquire additional hours or to interview for the increased hour positions.

This Memorandum of Understanding shall not be deemed as precedent setting or develop a district practice. This agreement will be extended one year and will sunsets on June 30, ~~2011~~2012.

CSEA and the District agree to meet in reference to this MOU by October, 2011.

| This agreement is dated: June 13, 2011

Russell Lee-Sung
AUHSD Asst. Superintendent H.R.

Sharon Yager
CSEA President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)


With this Memorandum of Understanding, The California School Employee Association (CSEA) and the Anaheim Union High School District (AUHSD) agree to modify the HMO health insurance benefit plan for employees as follows:

As it pertains to the HMO plan design changes: Office Visit co-payment and Emergency Room co-payment, Option 5. Increasing the office visit co-payment from \$5.00 to \$15.00 and the Emergency Room co-payment from \$50.00 to \$100.00.

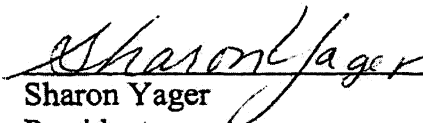
This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: September 9, 2008

For the District:


Denise Selbe
Asst. Superintendent
Human Resources

For CSEA:


Sharon Yager
President
CSEA, Chapter 74

**California School Employees Association
And The
Anaheim Union High School District**

Memorandum of Understanding

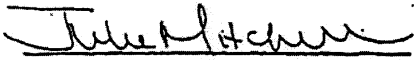
Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the California School Employees Association (CSEA) to develop understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

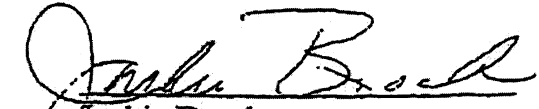
The Association and District shall meet, study and develop a specific plan of action on or before September 30, 2006, which will include incremental steps for implementation.

This agreement dated June 28, 2006

For the District:


Julie Mitchell,
Assistant Superintendent, HR

For CSEA:


Jackie Brock,
CSEA President, Chapter #74

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND CSEA, CHAPTER 74
REGARDING
COMPLIANCE WITH "NO CHILD LEFT BEHIND ACT of 2001"**

WHEREAS, representatives of the District and CSEA, Chapter 74, met and discussed the compliance issues surrounding the "No Child Left Behind Act of 2001" (hereinafter the "Act"), and California Education Code Section 45330;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of resolving the impacts and effects of the bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the Act and California Education Code Section 45330;

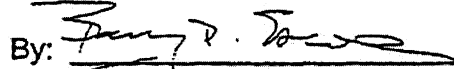
NOW, THEREFORE, the District and CSEA, Chapter 74, agree as follows:

1. Except as provided in paragraph #2 below, the parties agree that all Instructional Assistants (those employees directly involved in the instruction of students, regardless of their funding source) will be administered an assessment/test designed to meet the guidelines of the Act. The parties further agree that Instructional Assistants hired after January 8, 2002, have already met the requirements of the Act through procedures already in place in the district.
2. The parties agree that employees hired prior to January 8, 2002, who can demonstrate that they have attained an AA degree or higher, or who can demonstrate successful completion of at least 48 semester units of coursework at an institution of higher education shall be deemed qualified and will not be required to take the assessment/test.
3. The parties agree that this process is in the best interest of the employees and will ensure equity and transferability, as well as continue to foster the high esteem with which our classified employees are held.
4. The parties agree that the assessment/test being used meets the "rigorous" requirements of the Act and that the passing grade level of 13.0 for each section has been appropriately established.
5. The parties agree that the assessment/test shall be offered at no cost to the unit member. The parties further agree that unit members shall be entitled to retake any or all of the assessment/test as necessary every 90 days to receive a qualifying score at a time scheduled by the District.
6. The parties agree that unit members hired prior to January 8, 2002, will take the assessment/test on a voluntary basis.
7. The parties agree that the District shall have the option of providing training for employees to assist in receiving a passing grade and said training will be offered and taken during duty, non-duty, paid or non-paid time, dependent upon scheduling.

8. The parties agree that unit members who are affected by Title I funding and who do not pass the assessment/test before June 30, 2006, will have the opportunity to administratively transfer to a non-Title I position of equal classification, wages hours, and benefits. Open positions for these employees may be created by the transfer of other Act qualified employees to Title I-funded positions.
9. If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.
10. This memorandum of Understanding shall not obligate the District to enter into any other Memorandum of Understanding on between the district and CSEA, Chapter 74.

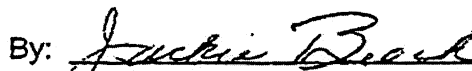
Date: 1/28/04

Anaheim Union High School District

By: 
Barry D. Escoe, Ed.D.
Assistant Superintendent, Human Resources

Date: 1/28/04

California School Employees' Association, Chapter 74

By: 
Jackie Brock, President

MEMORANDUM OF UNDERSTANDING

between the

Anaheim Union High School District

and the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant – Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be “blue sheeted” to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment, or routing fluctuations, additional slots are necessary to cover bus supervision, the supervisor principal will select employees to cover the additional assignments by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

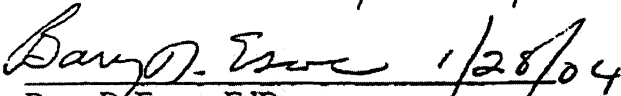
This agreement will invalidate the “Bus Aide” Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made IN ACCORDANCE TO MERIT RULES.

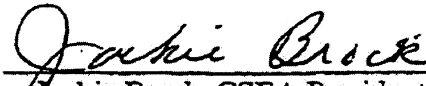
All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the busses each day.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant – Severely Handicapped positions at Hope School to ten months and two days (10.10) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of “Extended Year” programs at Hope School. Non-Student days (during “Extended Year”) will be non-work days for employees, but employees will be paid for the July 4 holiday each year.

This agreement is dated: 1/28/04


Barry D. Escoe, EdD.
Assistant Superintendent, Human Resources


Jackie Brock, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

WAGES AND ITEMS RELATED TO WAGES

Effective July 1, 2009, the 2009-10 classified (CSEA Bargaining Unit) Salary Schedule, shall remain the same as the 2008-2009 Salary Schedule, and is hereby incorporated into this Agreement as Appendix A.

If the District determines that between March 1, 2010 and March 15, 2010, that it will file a 2nd Interim Report with a “qualified certification”, the District may request and CSEA will agree to re-open negotiations for salary for the 2009-2010 school year.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2010.

This agreement is dated: 12/11/09

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that do not come off sick leave, as stated in Article 12.7.5, will be suspended for the period of two (2) school years (2010-2011 and 2011-2012).

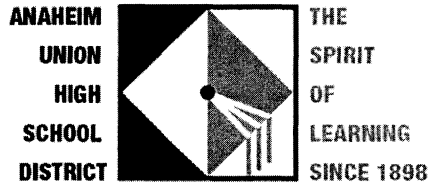
This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations. Starting with the 2012-2013 school year, the two personal necessity days will be reinstated.

This agreement will sunset on June 30, 2012.

This agreement is dated: 12/11/09

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at \$5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below \$5939, furlough days will be imposed as follows:

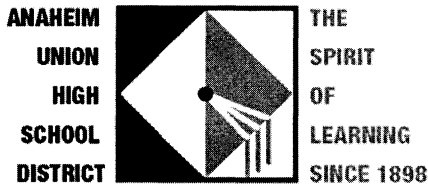
BRL/ADA between \$5988 and \$5939	no furlough days
BRL/ADA between \$5938 and \$5907	one (1) furlough day
BRL/ADA between \$5906 and \$5875	two (2) furlough days
BRL/ADA between \$5874 and \$5843	three (3) furlough days
BRL/ADA between \$5842 and \$5811	four (4) furlough days
BRL/ADA less than \$5810 and \$5779	five (5) furlough days
BRL/ADA lower than \$5779	six (6) furlough days

Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above \$5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed as follows:

- Health Technician II – Hope
- Secretary Records/Registrar – Hope
- Senior Administrative Assistant – Ed. Division
- Campus Safety Aide – Adult



- Computer Lab Assistant – Gilbert
- Instructional Assistant Math – Brookhurst
- Instructional Assistant Math – Dale
- Office Assistant – Bilingual – Adult
- Office Assistant – Bilingual – PMP
- School Community Liaison Bilingual – MV (10-month position)
- School Community Liaison Bilingual – MV (9-month position)
- Secretary Attendance – Bilingual – Adult
- Secretary – Records/Registrar – Adult
- Senior Administrative Assistant – Adult
- Secretary – Records/Registrar (position reduced from 11.5m to 11m)
- Secretary – Records/Registrar Bilingual (position reduced from 11.5m to 11m)

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and CSEA agree to reopen negotiations in the event the 2011-12 state budget has not passed by October 15, 2011 or the 2011-12 state budget has passed with mid-year cuts.

This shall be a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement sunsets June 30, 2012.

This agreement is dated: June 13, 2011

For the District:

For California School Employees Association
(CSEA):

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant Staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant - Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment or routing fluctuations, additional slots are necessary to cover bus supervision, the Principal will select employees to cover the additional assignment by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made **IN ACCORDANCE TO MERIT RULES**.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the buses each day.

In the event the need for the number of bus routes mentioned above falls below the 10 most senior employees, CSEA and the District agree to meet and negotiate. CSEA, District, Employee and Supervisor will meet to discuss options.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant-Severely handicapped positions at Hope School to ten months and two days (10.1) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4th holiday each year.

This agreement is dated: June 13, 2011

For the District:

For California School Employees Association (CSEA):

 Russell Lee-Sung
 Assistant Superintendent
 Human Resources

 Sharon Yager
 President
 CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2010-2011 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.
5. **Instructional Assistants Severely Handicapped and Special Education** – Instructional Assistant SH/SE who were reduced from 10.1 months to 9 months shall be returned to 10.1 months in their position when summer school and Extended School Year (ESY) are fully restored.
6. **Extended School Year (ESY)**- Instructional Assistants who are needed for the ESY program during the month of July, 2010, will be assigned in the following manner:
 - First, Instructional Assistant SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
 - Second, Instructional Assistants SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants SH.
 - Third, Instructional Assistants SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2010 at the Hope and Loara school site based on seniority.

7. **Secretary Classifications** – Employees in the classifications of secretary who were either laid off or displaced and transferred to a lower classification shall maintain their seniority from the effective date to when they are reinstated to any secretary classification. The employees in the secretary classification shall not be penalized for unpaid leave caused by layoff or displacement or lose seniority in the secretary classifications due to moving to a lower classification.

8. **Floating Furlough Day**

One of the seven furlough days previously agreed to by CSEA and the district will be a floating furlough day which shall be used at the unit member’s discretion. Any request which does not create an undue hardship at the work site shall not be denied by the unit member’s supervisor.

Scheduling of the floating furlough day shall occur at the beginning of the school year at the same time as vacation is scheduled.

If there is a conflict which involves another unit member’s scheduling on the same day, seniority shall be the determining factor in awarding the day.

If the unit member is denied on the basis of undue hardship and another day is not mutually agreed upon, the unit member shall have the right to appeal to the Assistant Superintendent of Human Resources.

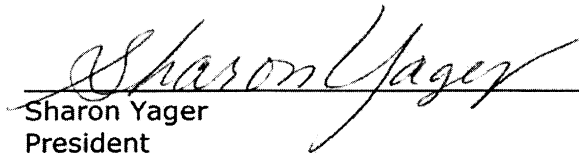
This agreement is dated: 5/26/10

For the District:

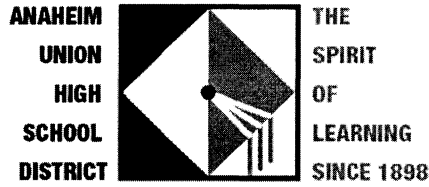
For California School Employees Association (CSEA):



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that are not charged to the employee's accumulated sick leave, as stated in Article 12.7.5, will be suspended for the 2011-12 school year (as previously agreed) and the 2012-13 school year. Starting with the 2013-14 school year, the two personal necessity days will be reinstated.

Additionally, for the 2011-12 and 2012-13 school years, Article 12.7.1 is amended to allow unit members to use up to ten (10) personal necessity days instead of seven (7) per school year.

This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2013.

This agreement is dated: June 13, 2011

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

Ken Ball
CSEA
LRR

INACTIVE ATTACHMENTS/MOUs

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

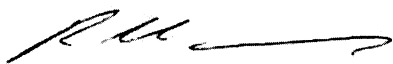
California School Employees Association (CSEA)**Health and Welfare Program Change**

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan shall be amended on a trial basis to include a formulary prescription plan through InformedRX. This plan will include a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, shall be exactly the same as that recommended by the district insurance committee on Monday, October 26, 2009.

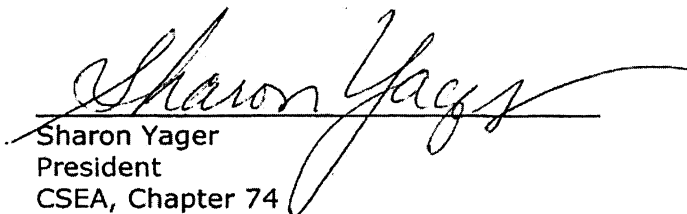
AUHSD and CSEA further agree that this trial will end on December 31, 2010, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2010, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2010. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand names.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: 12/11/09



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

This agreement stipulates acceptance of the Insurance Committee recommendation to the following as it pertains to the prescription drug program under the self-funded PPO Medical and HMO prescription drug plan for active and retired employees.

- Effective January 1, 2007 the Pharmacy Benefit Manager (PBM) will change from Caremark to NMHC (National Medical Health Card Systems, Inc.).
- The administrative fees are guaranteed to October 1, 2009 and renewable each year thereafter.
- This change in PBM will have no effect on the pharmacy program design or benefits to plan participants.
- Services to be performed by NMHC include but are not limited to:
 - o Administration of AUHSD's pharmacy program on a fully transparent/pass-through basis
 - o Clinical account management, advice, analysis, and cost modeling
 - o Assistance with Medicare Part D filings for government subsidy/Group Waiver Credit

For:

ANAHEIM UNION HIGH SCHOOL DISTRICT

Julie Mitchell
 Julie Mitchell, Assistant Superintendent

10/5/06
 Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Lisette C. Ramirez
 Lisette Ramirez, Jr. Past President / Acting President

10/5/06
 Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

This Memorandum of Understanding Stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA). The District and CSEA Agree to the following items related to the 2007-2008 Reduction in Force/Layoffs for the following school year 2008-2009.

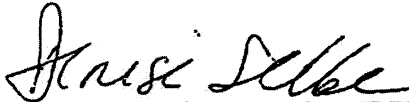
- 1. It is not the intention of the District to assign work performed by unit members laid off to other job classifications not subject to lay off, or to District volunteers. The District may need to re-distribute work in given job classifications and job descriptions.**

- 2. Those employees laid off have first opportunity to fill provisional positions and limited term positions in any classification, as long as the laid off employee can perform the basic functions of the position opening.**

- 3. Pursuant to the express provisions of the California Education Code Section 45103.1, the District shall not subcontract the work of unit members displaced by the district.**

For:

Anaheim Union High School District

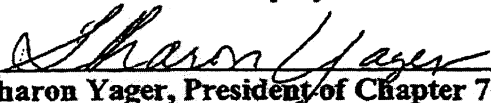


**Denise Selbe, Assistant Superintendent,
Human Resources**



Date

California School Employees Association (CSEA)



Sharon Yager, President of Chapter 74



Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

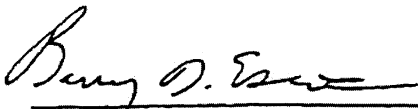
This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) to explore development of a career ladder program for paraeducators.

A committee of two representatives each from District Management, CSEA and the Personnel Commission will be formed to explore options. The Career Ladder Committee will begin meeting prior to April 1, 2003. Recommendations are to be presented to the Negotiations Team sometime following State budget allocation decisions for the 2002-03 and 2003-04 school years, and prior to full District implementation of the provisions required by the US Department of Education under the No Child Left Behind Act of 2002 (NCLB).

This agreement is dated February 18, 2003

For the District:

For CSEA:



Barry D. Escoe, Ph.D.
Assistant Superintendent, Human Resources



Jackie Brock
President

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

MEMORANDUM OF UNDERSTANDING

School Secretary Assignments

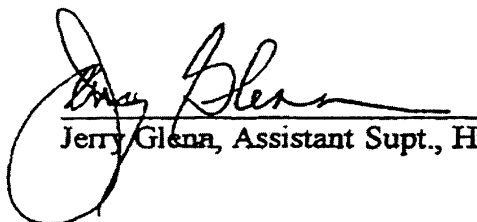
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree to combine the Secretary Clerk and Attendance Clerk classifications. In response to concerns raised by the incumbents this agreement is to clarify how "In-Service Status and Transactions" (Personnel Commission Rules, Chapter 60) will be handled.

- The Classified Personnel Office will post vacancies specifying the office and the job assignment.
- Vacancies will be filled according to Personnel Commission rules as enumerated in Chapters 50 and 60 of the Classified Personnel Policies Handbook.
- The Administrator/Supervisor or the employee may request a voluntary transfer to another assignment within the same class and at the same site. A voluntary transfer, if approved will be permitted without opening the vacancy for transfer, if there will be no change in work year for the employee.
- Work year is specifically related to assignment, and the needs of the district and site.
- The District will meet with CSEA to discuss any involuntary transfers within this classification.
- Employees will be encouraged to meet with their immediate supervisor for clarification of duties assigned to their desk.
- The District and CSEA will work together to develop job/assignment specific training opportunities for employees in this classification.

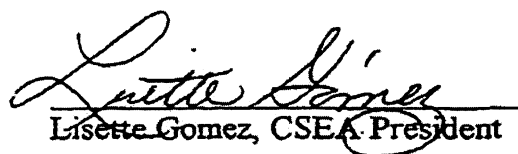
Date: June 27, 2001

For the District

For the Association



Jerry Glana, Assistant Supt., Human Resources



Lisette Gomez, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2008-09 School Year.

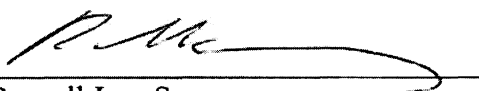
This agreement applies to employees who were affected by the layoffs for the 2009-10 school year.

1. **District-paid Leave for Seeking Employment** – The district would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment including the two days of PN which are not counted against the employee.
2. **Workload** – The district and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The district agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Bilingual Instructional Aides** – Bilingual IAs who are laid off shall be re-employed to any vacancy in regular instructional aide position after all regular IAs have been offered re-employment or displacement rights within the open classification per 11.20.8 of the contract.
5. **Site Secretary** – The five site secretary positions that were eliminated at the March 5 board meeting were brought to the board on June 4 for approval to rescind the eliminations. CSEA and the district agree to work together to implement a plan to address the problems within this classification prior to consideration of layoffs that affect this classification.
6. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the district received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

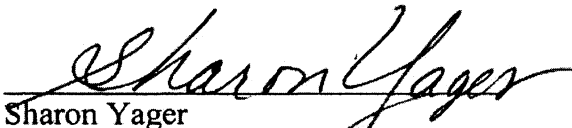
This agreement is dated: 8/20/09

For the District:

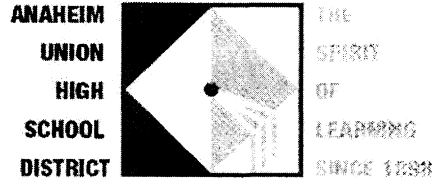
For the California School Employees Association (CSEA):



 Russell Lee-Sung
 Assistant Superintendent
 Human Resources



 Sharon Yager
 President
 CSEA, Chapter 74



MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

FURLOUGH DAYS ADJUSTMENT FOR 2010-11

CSEA and the District agree to the discontinuance of two (2) furlough days for the 2010-2011 school year. The days scheduled to be reinstated shall be March 14, 2011 and April 22, 2011, effective upon ratification of the parties.

As previously agreed to, the District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit from the period of ratification up to and including June 30, 2011 and only for the 2010-11 school year.

This agreement is dated: January 20, 2011

This agreement shall sunset on June 30, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA



**TENTATIVE AGREEMENT PENDING RATIFICATION
MEMORANDUM OF UNDERSTANDING**

Between the

Anaheim Union High School District (AUHSD)
And the
California School Employees Association (CSEA)
Chapter #74

CSEA proposes no furlough days for fiscal year 2009-2010. Effective upon ratification up to the period including June 30, 2011, classified bargaining unit members shall take a total of seven (7) furlough days for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Effective July 1, 2011, all furlough days shall cease and unit members shall be restored to the members days worked and full pay prior to imposing of furlough days.

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year of 2010-2011 as a result of the furlough days.

The specific furlough dates shall be negotiated with the district.

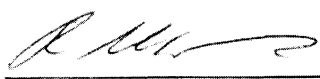
The district shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period of time furlough days are in effect up to and including June 30, 2011. The only exceptions would be based upon site closure, program eliminations or reductions, categorical funded positions, and prior MOU agreement dated August 20, 2009.

The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit of \$5729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.


CSEA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

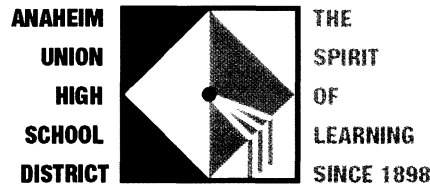
This agreement will sunset on June 30, 2011.



Russell Lee-Sung 3/14/10
Date
AUHSD Asst. Superintendent H.R.



Sharon Yager 3/18/10
Date
CSEA President, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

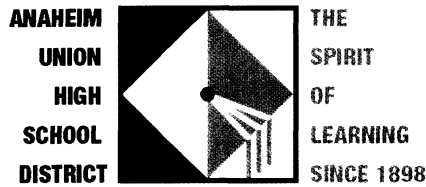
Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2011-2012 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.



Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2011, will be assigned in the following manner:

- First, Instructional Assistant-SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Instructional Assistant-SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants-SH.
- Third, Instructional Assistant-SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2011 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Instructional Assistant-SH positions shall be offered to the other Instructional Assistant-SH in the District by seniority.

This agreement is dated: June 13, 2011

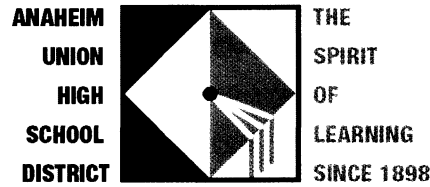
For the District:

For California School Employees Association
(CSEA):

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR



MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

2011-12 SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into AFSCME Appendix A-1. The District and AFSCME agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at \$5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below \$5939, the 2011-2012 work year and the equivalent percentage on the salary schedule will be reduced as follows:

BRL/ADA between \$5988 and \$5939	no furlough days
BRL/ADA between \$5938 and \$5907	one (1) furlough day
BRL/ADA between \$5906 and \$5875	two (2) furlough days
BRL/ADA between \$5874 and \$5843	three (3) furlough days
BRL/ADA between \$5842 and \$5811	four (4) furlough days
BRL/ADA less than \$5810 and \$5779	five (5) furlough days
BRL/ADA lower than \$5779	six (6) furlough days

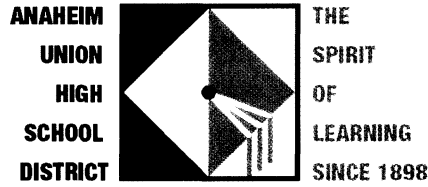
Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above \$5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting the AFSCME bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed: Four Custodian positions

As a result of this agreement, the District shall rescind the reduction of sixteen (16) custodian positions and also rescind the reduction of one (1) equipment operator position and one (1) maintenance service worker position.

**501 Crescent Way • Post Office Box 3520
Anaheim • California 92803•3520
Tel: 714•999•3552 Fax: 714•520•9752**



There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and AFSCME agree to reopen negotiations in the event the 2011-2012 state budget has not passed by October 15, 2011 or the 2011-2012 state budget has passed with mid-year cuts.

This shall be a one-year agreement which does not modify any other article in the existing (signed or unsigned) contract and does not set precedent for any future negotiations.

This agreement is dated June 13, 2011.

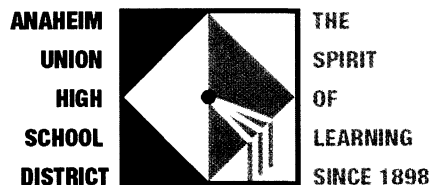
This agreement sunsets June 30, 2012.

For the District:

For AFSCME:

Russell Lee-Sung
Assistant Superintendent
Human Resources

Gerald Adams
President
AFSCME, AFL-CIO, Local 3112 (Council 36)



MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

2011-12 EFFECTS OF LAYOFF

The District and AFSCME Local 3112 hereby agree that part of the "effects of layoff" have been negotiated for the 2011-12 fiscal year and that the parties wish to put the results of this part into effect, as follows:

- The District shall promote from within in order to fill the position of one retiring Maintenance Service Worker and shall do so as promptly as possible.
- The District hereby agrees that custodians laid off for Fiscal Year 2011-2012 shall receive the first offer to substitute as custodians in the District.

This agreement is dated June 13, 2011.

For the District:

For AFSCME:

Russell Lee-Sung
Assistant Superintendent
Human Resources

Gerald Adams
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT**

**2011-2012 SALARY/NOTICE OF
POTENTIAL REDUCTION OF WORK YEAR (FURLOUGH)**

**BOARD OF TRUSTEES, SUPERINTENDENT, ASSISTANT SUPERINTENDENTS,
CERTIFICATED AND CLASSIFIED
ADMINISTRATION/MANAGEMENT/CONFIDENTIAL**

RESOLUTION NO. 2010/11-HR-08

June 13, 2011

WHEREAS economic conditions at the state and national levels will have a significant and adverse impact on revenues and finances of the Anaheim Union High School District; and

WHEREAS such conditions have required the California State Legislature to enact significant reductions in district revenue for the 2008-2009, 2009-2010 AND 2010-2011 academic years; and

WHEREAS the Board of Trustees of the district has an affirmative responsibility to protect the fiscal solvency of the district while continuing to provide important education and services to the students and community of the district; and

WHEREAS the Board of Trustees of the district has previously approved the elimination of mileage stipends for all management employees (program specialists excluded) effective 2009-2010 as a cost-savings measure.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees, does hereby find that it is necessary to send notices to the Board of Trustees, superintendent, assistant superintendents and all management and confidential employees that a furlough program may be necessary to reduce the number of work days for all management/confidential employees which results in a reduction in salary commensurate with the reduction of work days for the 2011-2012 school year.

BE IT FURTHER RESOLVED, that furlough days for the Board of Trustees, superintendent, assistant superintendents, certificated administration, classified administration/management and confidential employees will be determined based on the following formula:

There will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at \$5988 which is the current BRL/ADA for 2010-11. If the 2011-12 BRL/ADA falls below \$5939, the 2011-2012 work year and the equivalent percentage on the salary schedule will be reduced as follows:

BRL/ADA between \$5988 and \$5939	no furlough days
BRL/ADA between \$5938 and \$5907	one (1) furlough day
BRL/ADA between \$5906 and \$5875	two (2) furlough days
BRL/ADA between \$5874 and \$5843	three (3) furlough days

Resolution No. 2010/11-HR-08

BRL/ADA between \$5842 and \$5811	four (4) furlough days
BRL/ADA less than \$5810 and \$5779	five (5) furlough days
BRL/ADA lower than \$5779	six (6) furlough days

BE IT FURTHER RESOLVED, that without furlough days, the 2011-2012 salary schedule shall be the same schedule in effect in 2009-2010; and

BE IT FURTHER RESOLVED, that in the event that furlough days are implemented, the specific furlough days for management employees will be determined in conjunction with the other employee groups and will ensure that proper administrative and management support services are provided; and

BE IT FURTHER RESOLVED, that if economic conditions improve, the Board of Trustees will consider restoration of the mileage stipends.

The foregoing resolution was passed and adopted at a special meeting of the Board of Trustees, on June 13, 2011, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
)
) SS
)
 COUNTY OF ORANGE)

I, Elizabeth I. Novack, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said board at the special meeting thereof held on the 13th day of June, 2011, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of June, 2011.

Elizabeth I. Novack, Ph.D.
 Superintendent and Secretary to the
 Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

REINSTATEMENT OF CLASSIFIED POSITIONS

RESOLUTION NO. 2010/11-HR-09

June 13, 2011

On the motion of Trustee _____, duly seconded and carried, the following resolution was adopted:

WHEREAS, the district has made a commitment to reinstate classified positions from the 2010-2011 and 2008-2009 Reduction in Force, the Board of Trustees hereby finds that it is in the best interest of the district that the identified classified positions be reinstated by the following extent as indicated:

Classification	Number of Positions	Hours/Months
ASB Accounting Technician	10	8hr/10.5m to 8hr/11m
Credentials Technician-HR	1	8hr/12m
Custodian	16	8hr/12m
Equipment Operator	1	8hr/12m
Health Technician III	1	8hr/11.0m
Human Resources Technician-HR	1	8hr/12m
Maintenance Service Worker	1	8hr/12m
Office Assistant	11	8.0hr/9.5m to 8.0hr/10m
Office Assistant-Bilingual	6	8.0hr/9.5m to 8.0hr/10m
Office Assistant-Bilingual	1	3.75hr/9.5m to 8hr/10m
Outreach Community Liaison Bilingual	1	8hr/11m
School Library/Media Technician	8	8hr/10m to 8hr/11m
School Library/Media Technician	9	8hr/10m to 8hr/10.5m
Senior Administrative Assistant	1	8hr/12m
Senior Budget Technician	1	6hr/10m
Secretary Program Support	1	8hr/12m

NOW, THEREFORE, BE IT RESOLVED that these classified positions shall be reinstated to the extent set forth above, effective July 1, 2011.

The foregoing resolution was passed and adopted at a special meeting of the Board of Trustees on June 13, 2011 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
)
) SS
)
)

COUNTY OF ORANGE

I, Elizabeth Novack, Superintendent of the Anaheim Union High School District, Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the special meeting thereof held on the 13th day of June 2011, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of June 2011.

Elizabeth Novack, Ph.D.
Superintendent and Secretary to the Board
of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

REINSTATMENT OF CLASSIFIED POSITIONS

RESOLUTION NO. 2010/11-HR-10

June 13, 2011

On the motion of Trustee _____, duly seconded and carried, the following resolution was adopted:

WHEREAS, the district has made a commitment to reinstate certificated management and non-management positions and particular kinds of service from the March 8, 2011 reduction in force, the Board of Trustees hereby finds that it is the best interest of the district that the identified certificated services and positions be reinstated by the following extent as indicated:

<u>Services</u>	<u>Number of full-time Equivalent Positions</u>
Management Positions	20
Counselors	4
Classroom Teachers	36
Librarians	8
Curriculum Specialists	3
TOTAL	71

NOW, THEREFORE, BE IT RESOLVED that these certificated positions shall be reinstated to the extent set forth above, effective for the 2011-2012 school year. The reinstatement process will be in accordance with the requirements of the Education Code.

The foregoing resolution was passed and adopted at a special meeting of the Board of Trustees on June 13, 2011 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
)
) SS
)
)

COUNTY OF ORANGE

I, Elizabeth Novack, Superintendent of the Anaheim Union High School District, Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the special meeting thereof held on the 13th day of June 2011, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of June 2011.

Elizabeth Novack, Ph.D.
Superintendent and Secretary to the Board
of Trustees

LEAVES AND ABSENCES - MANAGEMENT EMPLOYEES**6605****1.0 Personnel Leaves**

A management employee may, upon request be granted up to one year leave of absence, for the following reasons:

- 1.1 Health
- 1.2 Maternity, paternity and adoption
- 1.3 Formal study
- 1.4 Travel
- 1.5 Military service
- 1.6 Exchange teaching
- 1.7 Job corps/peace corps
- 1.8 Child care men and women
- 1.9 To assume public office
- 1.10 To assume an elective or appointive position
within a recognized certificated employee organization
- 1.11 Personal necessity (extenuating circumstances)
- 1.12 Rest and recreation

Leaves for travel, formal study or child care for less than a full semester must have prior approval of the Assistant Superintendent, Education. All such leaves may be, upon request, extended for one additional complete semester or school year. Requests for leaves of absences under this provision shall not be arbitrarily or capriciously denied.

2.0 Application for Leave

- 2.1 Leaves Other Than Sabbatical. A management employee who is eligible for a formal leave of absence must make application for such leave on the district form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. In extenuating circumstances, the aforementioned time deadlines may be waived.
- 2.2 Sabbatical Leave. The deadline for submitting requests for sabbatical leaves for either one semester or for a full year shall be February 15 of the year preceding the school year during which the leave is requested.

3.0 Leave – Break in Continuity of Service

No leave of absence when granted to a probationary management employee shall be construed as a break in the continuity of service required for the classification of the employee as permanent. The time during which the leave of absence is taken shall not be considered as employment within the meaning of Section 13303 to 13312, inclusive, Section 11314 to 13318, inclusive. Sections 13320 to 13326, inclusive, and Sections 13328 to 13337, inclusive.

4.0 Notification of Return or Request for Extension

On or before February 1, or October 1, nearest and preceding the expiration of the leave of absence, the management employee must send a written notification to the superintendent stating his/her intention of returning to work or requesting an extension of a leave of absence. Requests for a complete semester or school year extension of a leave of absence must be made in writing prior to March 15.

5.0 Salary During Leave

A management employee granted a leave of absence, other than sabbatical leave, military leave, or peace corps leave, shall not be advanced on the salary schedule unless he/she has completed the school year according to law. A management employee granted a sabbatical, military, or peace corps leave shall be eligible for advancement on the salary schedule.

6.0 Assignment Upon Return From Leave

6.1 Upon return from a leave of absence taken for reasons other than physical, the management employee shall be assigned to the same school or district office location in which service was being rendered at the time of making application for leave, subject to district reassignment policy.

6.2 Upon return from a leave of absence taken due to illness, the management employee will be reassigned to the same school and job assignment.

7.0 Tragedy Personal Necessity Leave

A long term ninety day personal necessity leave of absence may be provided to a management employee who experiences a serious tragedy within his/her

immediate family. For purpose of this section, "immediate family" shall be defined to include parent, sibling, spouse or dependent child. A management employee's compensation during such leave shall be the equivalent of the management employee's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the management employee while on leave.

8.0 Jury Duty

(Education Code 13006) Management employees called for jury duty shall be paid their regular salary and shall remit their jury fees paid by the court to the designated board representative.

9.0 Tribunal

There shall be no deduction from the salary of a management employee by reason of and during the period of his/her service as a member of a Commission on Professional Competence in the State of California, as impaneled under Education Code 44944. Service upon a Commission on Professional Competence impaneled to consider dismissal proceedings of employees of other California school districts is subject to obtaining prior approval of the Board of Trustees of the Anaheim Union High School District.

10.0 Sabbatical Leave

A sabbatical leave of absence may be granted to any management employee only to the extent that the same will benefit the Anaheim Union High School District, for not less than one semester nor more than one school year under the following conditions:

10.1 The applicant must have served at least seven consecutive years in the district preceding the granting of the leave, and more than one such leave of absence shall not be granted to an employee in each seven years of employment. Other leaves of absence, while not counted as a "year of service," do not constitute a break in consecutive years of service.

10.2 A leave may be granted for the following reasons:

10.2.1 Formal Study - Complete a minimum of eight semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the district.

10.2.2 Travel - Engage in foreign or domestic travel during each semester.

10.2.3 Study and Travel - A one year leave be divided between study and travel in accordance with above regulations.

10.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.

10.3 Compensation while on sabbatical leave shall be sixty percent (60%) of the salary the management employee would have received had s/he remained in active service.

10.4 A "Sabbatical Leave Committee" composed of three management team employees selected by the superintendent shall be established to administer the sabbatical leave policy and to develop additional procedures necessary to the implementation of sabbatical leave policy.

10.5 The applicant must provide a surety bond.

10.6 The applicant shall agree to serve twice the period of the leave following return to the district.

10.7 The deadline for submitting requests for sabbatical leaves for either one semester or for a full year shall be February 15 of the year preceding the school year during which the leave is requested.

11.0 Maternity Leaves and Absences

Pregnant management employees shall be granted maternity leaves without pay, such leave to commence on a date to be determined by the employee and the employee's physician.

Notice of pregnancy will be given to the management supervisor of the school or site as soon as possible. Each month, beginning with the sixth month of pregnancy, the management employee will present to her management supervisor, certification by her physician that she is physically fit to continue working. The management employee should notify her supervisor at least twenty-one (21) days before actually starting her leave whenever possible.

12.0 Sick Leave

A management employee who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the management employee's total accumulated days of sick leave. The Board may require satisfactory proof of the nature, extent and duration of the

illness if it believes a management employee to be abusing the use of such sick leave.

Any management employee who is absent because of personal illness or accident not incurred on duty will be entitled to full salary during such illness as indicated on yearly adopted administrative salary schedule. The days granted by this policy are at full pay and become available at the beginning of each school year of service. Unused days are cumulative and carried over to the succeeding year without limit as long as the management employee is retained by the district, except that days for personal illness do not accrue nor do they accumulate during a year when an employee is on leave of absence.

13.0 Hourly – Summer Employees

Management personnel performing duties under a special contract and/or hourly pay in the summer are entitled to compensation for personal illness or injury commensurate with the daily amount of contracted and/or hourly summer pay.

14.0 Transfer of Sick Leave

A management employee with illness and/or injury which was accumulated in other California school districts, will automatically qualify for the transfer of such illness or injury leave provided that the management employee submits a request to the Human Resources Office for such transfer and provided, further, that the management employee can obtain documentation of the amount of sick leave accumulated from such other districts.

15.0 Bereavement

A management employee shall be allowed three (3) days of absence, at full pay, for any death of a member of his/her immediate family or five (5) days if out-of-state travel is required. The Superintendent is authorized to grant additional leave up to three (3) days.

"Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the management employee, and like relatives of spouse, or any person living in the immediate household of the management employee.

16.0 Personal Necessity

A management employee may ~~be granted a total of six (6)~~use up to ten (10) days of personal necessity absence annually for the following reasons:

16.1 Bereavement

16.2 Accident or serious illness involving his person or property or person or property of his immediate family

16.3 Court appearance as a litigant or as a witness under order

16.4 Religious observances

16.5 Other emergency type necessities as determined and approved by the Superintendent or his/her designee.

A written explanation of each absence request shall be filed with the Superintendent or his/her designee.

A management employee shall be allowed to use two of the ~~six-ten~~ days of personal necessity leave which will not be charged against his accumulated sick leave; however, if he uses these days, s/he will have a remainder of only ~~four~~ eight days personal necessity leave, which, if used, shall be deducted from his/her accumulated sick leave. [This section of the policy shall be suspended for the 2011-2012 school year.]

17.0 Industrial Accident and Industrial Illness Leave

17.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 44983.

17.2 A management employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits for workers' compensation provided that:

17.2.1 The Superintendent or his/her designated representative has determined that the illness or injury was directly related to the

performance of his duties while in the employ of the Anaheim Union High School District.

LEAVES AND ABSENCES – MANAGEMENT EMPLOYEES

6605

- 17.3 A management employee absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one leave nor the total number of days allowed in one school year for more than one such leave does not exceed a total of sixty (60) consecutive working days.

- 17.4 Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician' certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the management employee's leave.

- 17.5 Should the management employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the management employee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until he/she returns to duty, or until illness credits have been used up, whichever is sooner.

- 17.6 During any period a management employee is receiving a regular salary from the district, the employee is required to endorse over to the district all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the management employee's leave balances shall be as follows:
 - 17.6.1 Occupational leave shall be reduced by one day for each day of authorized absence regardless of temporary disability payments.

 - 17.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full days wage or salary when added to temporary disability benefits. Any management employee who is absent because of a work connected illness shall not be entitled to receive wages or salary from the district, which, when added to temporary disability benefits, will exceed the full salary during the period of his/her absence. (See Education Code Section 44043).

17.7 A management employee, while receiving occupational leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

17.8 While a management employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the district shall not, when added to a normal temporary disability allowance award without penalties granted the management employee under State Workers' Compensation Insurance Laws, exceed the management employee's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the district under this rule.

18.0 Short Term Personal Leave Without Pay

An excused absence without pay for a management employee may be approved for one day by the management employee's supervisor. Upon the recommendation of the immediate supervisor, the Assistant Superintendent, Education may authorize an excused absence without pay for certificated and classified personnel from two to five days. Notification that absence has been approved should be reported to the appropriate Human Resources Office at least 24 hours prior to the absence.

19.0 Court Appearance

A management employee shall be granted absence with full pay not to exceed three days because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served. The subpoena must be filed with the Board of Trustees or its delegated authority immediately upon its having been received by the management employee.

20.0 Epidemic or Act of God

A management employee shall receive full pay for absence in the event of closing school due to the prevalence of an epidemic or Act of God.

21.0 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Assistant Superintendent, Education upon evidence that the cause for granting it was misrepresented or has ceased to exist.

22.0 Employment While on Leave

A management employee while on leave of absence, other than ordered military, may not engage in other gainful employment without the express prior approval of the Board of Trustees.

Board of Trustees
September 14, 1978
Revised: November 13, 1986
Revised: May 10, 1990
Revised: January, 1994
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