

# **AGREEMENT**

**between the**

**ANAHEIM UNION HIGH SCHOOL  
DISTRICT**

**and the**

**ANAHEIM PERSONNEL AND GUIDANCE  
ASSOCIATION**

**for the period**

**August 8, 2016**

**through**

***the first Counselor work day of  
the 2019-20 school year***

Agreement for 2016-2019  
Board Approved: June 15, 2017

Reopener Agreement for 2017-2018  
Board Approved: June 14, 2018

Reopener Agreement for 2018-2019  
Board Approved: June 20, 2019

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## ARTICLE 1: AGREEMENT

### 1.1 Agreement

This Agreement is made and entered into this 14th day of June 2018 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 2: RECOGNITION

For the term of this Agreement, the Board of Trustees of the Anaheim Union High School District recognizes the Anaheim Personnel and Guidance Association as the exclusive representative for the following unit:

Included: All regular contract certificated employees who are assigned with District policy 6301.35, Guidance Counselor.

Excluded: All management employees as defined and listed in Board policy; all classified employees; all supervisory and confidential employees; all casual or limited term personnel; all teachers; all nurses; all librarians; all categorically funded teachers; all hearing impaired resource employees; all occupational assessment employees; all itinerant vision resource employees; all substitutes; all temporary employees as defined in Education Code sections 44920 and 44918; all hourly certified personnel; and all summer school and home teachers.

The Association agrees that this represents the appropriate unit and 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 titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions of Article 8.

## 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 otherwise 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 Certificated 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 4: ASSOCIATION RIGHTS

### 4.1 Distribution and Posting of Materials

The Association shall have the right to post notices matters of Association concern using District electronic mail via computer terminals located in individual counselor's offices. These notices may be posted during any non-duty time. The Association shall have the right to use the District mail service and individual counselor mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Association will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes or posted on electronic mail.

### 4.2 Availability of Information

The District will make available to the Association a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.

### 4.3 New Hires

The Association will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.

### 4.4 District Counseling Meetings

Except in extraordinary circumstances, the District will not schedule Districtwide counseling meetings after 3:00 p.m. If extra-service pay is involved, i.e., department heads, any reasonable time is acceptable.

### 4.5 Publication of Agreement

As soon as possible, the District shall provide copies of this Agreement to each member of the bargaining unit. The cost of the publication of any additional copies of this Agreement which are required by the Association shall be paid by the Association.

## 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 In designating the unit member to be reassigned, the local administrator shall consider the following criteria: Reference 9.4.1.
- 5.3 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.
- 5.4 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.

- 5.5 No later than May 15 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.
- 5.6 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.
- 5.7 In the event a meeting is requested, it shall be conducted in closed session.
- 5.8 The meeting shall be held by May 15 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.
- 5.9 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 6: WORK STOPPAGE

- 6.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article 8, disputes which are specifically not subject to the grievance provisions of Article 8, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and their respective officers, agents, representatives and responsible officials will do everything reasonably within their power to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.
- 6.2 The Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever against the District during the life of this Agreement.
- 6.3 Any counselor engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.
- 6.4 Also, in the event that the Association, members, agents, representatives, counselors or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 8, the Association, and the counselors represented therein, shall be deemed to have waived the right to process the grievance and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

## ARTICLE 7: GRIEVANCE PROCEDURES

### 7.1 General Provisions

A grievance is defined as a statement by a counselor that the District has violated an express term of this Agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. Formal level hearings, if any, may be conducted in compliance with Rule 22 of the rules for voluntary arbitration of the American Arbitration Association if deemed advisable by the Superintendent.

Upon request by a counselor, the Association shall be entitled to represent such person in matters involving discipline or discharge of the counselor, and to accompany such person to review the counselor's personnel file.

### 7.2 Level I

Before filing a written grievance, the grievant shall make a reasonable attempt to resolve the complaint by means of a conference with his/her immediate administrator.

### 7.3 Level II

Within fifteen (15) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or Association knew, or could with reasonable diligence, have known of the occurrence.

The written statement 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 the informal conference, and the specific remedy sought.

Within five (5) days of the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant or with the grievant and his/her representative. The administrator shall communicate a decision to the employee in writing within five (5) school days after the grievance meeting, and such action will terminate Level II.

#### 7.4 Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee. Such appeal must be made within five (5) school days of the termination of Level II.

The appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reasons for the appeal. Level II hearings shall be held within ten (10) school days of the receipt of the appeal from Level II.

The Superintendent or designee shall communicate a decision in writing five (5) school days after the date of the Level III hearing, and such a decision will terminate Level III.

#### 7.5 Level IV

If the Level III decision does not settle the grievance, the grievant may, within five (5) school days after the Level III decision is rendered, present to the Board of Trustees, through the Superintendent, a request for a hearing. Within fifteen (15) school days following the request for a hearing, the Board of Trustees, or a committee composed of a minimum of two (2) trustees, shall conduct a hearing of the grievance. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. The decision of the Board of Trustees will be communicated in writing to all parties.

#### 7.6 Arbitration

##### 7.6.1 Submission to Arbitration

If the Association is not satisfied with the decision at Level IV, 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 Level IV decision.

##### 7.6.2 Selection of Arbitrator

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

##### 7.6.3 Hearing: Arbitrator's Decision

The Arbitrator selected in accordance with Paragraph 7.6.2 above shall conduct a hearing. The Arbitrator shall hear the issues presented and shall tender a decision promptly.

#### 7.6.4 Fees and Expenses

The fees and expenses of the Arbitrator and the hearing shall be borne equally by the parties. All other expenses 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.

#### 7.6.5 Statement of Issues

The Arbitrator shall be limited to deciding the issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues. In cases of procedural disputes, the Arbitrator shall be empowered to rule on such disputes.

#### 7.6.6 Rules of Procedure

Upon agreement of the parties, the Arbitrator 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 shall be binding on the Association, the District and the grievant.

#### 7.7 Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association 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 grievance may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level II as a result of the summer recess.

#### 7.8 Association Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings beyond the formal level. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

7.9 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is good that from the time a grievance is filed until it is completed, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

7.10 No Reprisals

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

7.11 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

## 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 or a short-term leave that has been extended beyond a semester, 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.

A unit member may request to return from leave prior to the agreed upon expiration of the leave. The District will consider the request and approve the revocation of the leave if a vacancy is available but there is no right to return to the unit member's school or administrative site.

### 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 July 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.

Unit members must inform the district in writing of their intention to return from leave or to extend the leave and provide all required documentation.

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. Failure to respond or return from leave will be considered job abandonment per Article 8.3. In addition unit members on an unauthorized leave will be immediately be placed on unpaid status.

#### 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, sibling, spouse or 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.

### 8.9 Parental Leaves

8.9.1 Upon request, pregnant unit members shall be granted paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) or extended sick leave (under 8.20) during that time. Maternity leave will be provided in accordance with existing law.

8.9.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to one twelve-week leave during any twelve-month period and shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) during that time. Parental 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 The employee 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 industrial accident and industrial illness 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 Industrial accident and industrial illness 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 industrial accident and industrial illness 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 industrial injury or industrial 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 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.
  - 8.10.6.2 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 industrial accident and industrial illness 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 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.

8.11.1.6 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.

## 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 five (5) days by the principal or certificated supervisor. Upon 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.

8.15 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 may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave to be used by other employees who experience catastrophic personal illness or injury. Donations made under this Catastrophic Leave Program shall be strictly voluntary.

##### Definitions

8.23.1 "Catastrophic illness or injury" means illness or non-work related injury 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" are sick leave days accrued by the unit member and donated to the Catastrophic Leave Program.

8.23.3 The "Sick Leave Bank" shall be comprised of donated eligible leave credits.

- 8.23.4 “Open Enrollment” shall take place annually during 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” or “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), the Mid-Managers Association, 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.
- 8.23.7 “Enrolled Member” means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

#### General Provisions

- 8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.
- 8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.
- 8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.
- 8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).
- 8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.
- 8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member 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 Enrolled Member’s basic salary. Enrolled Members having any

additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

- 8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan, shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.
- 8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.
- 8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.
- 8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave 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 pursuant to Article 8.23.34.
- 8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.
- 8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.
- 8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.
- 8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

#### Donating to the Sick Leave Bank

- 8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.
- 8.23.23 All transfers of eligible leave credits are irrevocable.

- 8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use 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 or designee.
- 8.23.25 Donations to the Sick Leave Bank are general donations.
- 8.23.26 When and if the donated eligible leave credits in the Sick Leave Bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. New members, however, must donate one (1) eligible leave credit to enter the Catastrophic Leave Program.

#### Utilizing Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or injury if all of the following requirements are met.

- 8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.
- 8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.
- 8.23.29 The verification of catastrophic illness or injury 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 injury.
- 8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.
- 8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.
- 8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

#### Direct Donation

- 8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time

during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

#### Conditions, Illnesses, and Injuries Not Covered

- 8.23.35 Conditions, illnesses, or injuries resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. Conditions, illnesses, or injuries covered under the Workers' Compensation Program are also not covered.

## 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 (1<sup>st</sup>) 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 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 for Posted Openings

- 9.3.1 Requests for voluntary transfers for posted openings may be made by submitting an interschool transfer request to Human Resources. 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 When an opening is posted, a unit member may request a transfer by submitting an interschool transfer request to Human Resources. 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 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows when designating the unit member to be reassigned:

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 current site as determined by the most recent date assigned to the current site by the District.
3. Seniority as a counselor in the District, as outlined in 9.1.2.
4. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
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 in education or a counseling setting outside of the district.
9. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

The Association President will be notified of all site openings prior to the District notification of reassignment

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

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 the 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 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 in education or a counseling setting outside of the district.
8. If the criterion above does not break a tie, a lottery will be used to determine who will be laid off.

## 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 every day 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 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.

The start and end dates for the 2015-16, 2016-17, and 2017-18 work years will be as follows (these dates are subject to change if the teacher work year is revised):

<b>YEAR</b>	<b>START DATE</b>	<b>END DATE</b>
2015-2016	July 22, 2015	May 27, 2016
2016-2017	July 20, 2016	May 26, 2017
2017-2018	July 19, 2017	May 25, 2018

In general, counselors will start their work year 13 days prior to the teacher start date and will end their work year on the last teacher work day. Site principals and counselors will have flexibility to make adjustments as necessary.

## 10.3 Counselor Meetings

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

## 10.4 Counselor Professional Development

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 professional development training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) professional development days 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). Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.11.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

## 10.5 Beginning of Semester Professional Development Work Schedule

Counselors may be excused from the staff professional development meeting(s), which are held prior to the start of each semester. Principals and school counselors will confer within two weeks prior to the start of each semester to discuss counselor participation at any part of these meetings that involves school wide staff participation.

## ARTICLE 11: PUPIL-TO-COUNSELOR RATIO

The Board of Trustees shall determine and regulate the ratio of pupils to counselors in relation to the total responsibilities, powers, and rights imposed upon, vested in, and reserved to, respectively, the Board by law.

- 11.1 The Board will continue its efforts to maintain staffing patterns that will avoid State penalties.
- 11.2 The Board shall promote counselor caseloads which are within the best interests of the students concerned.
- 11.3 The Board of Trustees agrees that it shall not arbitrarily or capriciously assign abnormally or unreasonably large counselor caseloads within the District.

Though the Board reserves the power to amend the pupil-to-counselor ratio for the ensuing school year at any time during the preceding school year as deemed appropriate, the Board is also cognizant of the effects of this ratio upon the jobs of counselors and the value of counsel with all employees, whether performing direct or indirect services to pupils, as well as factors enumerated herein above. Therefore, the District agrees to consult with all affected unit members prior to making changes in the pupil-to-counselor ratio, unless the need for change be deemed an emergency by the Board. If the Board determines that an emergency exists, it shall notify the Association in writing of its decision. The decision of the Board, following consultation, shall remain solely a decision of the Board.

## ARTICLE 12: EVALUATION PROCEDURES

### 12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

### 12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

12.2.1 All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the School Counselor Performance Evaluation (Appendix G). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than two weeks prior to the end of the school year for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.

12.2.2 Prior to September 1st of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review annual agreement (Appendix G-5) and Counselor Core Curriculum Template (Appendix G-9). They will identify the types of multiple measures and various examples of evidence that will assist the evaluator in evaluating the employee on the elements within the 13 standards. They will decide upon the types of evidence that needs to be observed or collected and indicating which types of evidence will be helpful to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the employee's practices during the year and use evidence collected to help determine progress and feedback.

12.2.3 The purpose of the preliminary evaluation conference shall be to review the element and planned activity to be achieved in the following required areas of evaluation:

12.2.3.1 Standard 1: The professional school counselor plans, organizes and delivers the school counselor program.

- 12.2.3.2 Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.
- 12.2.3.3 Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of education and career plans.
- 12.2.3.4 Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.
- 12.2.3.5 Standard 5: The professional school counselor provides system of support through effective school counseling program in collaboration with school staff.
- 12.2.3.6 Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.
- 12.2.3.7 Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery services of the school counseling program and solicits feedback to support program design.
- 12.2.3.8 Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.
- 12.2.3.9 Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.
- 12.2.3.10 Standard 10: The professional school counselor uses time and calendars to implement an efficient program.
- 12.2.3.11 Standard 11: The professional school counselor develops a result-based evaluation for the program.
- 12.2.3.12 Standard 12: The professional school counselor conducts a yearly program audit.
- 12.2.3.13 Standard 13: The professional school counselor is a student advocate, leader, collaboration and a system change agent.
- 12.2.4 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the School Counselor Performance Evaluation. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document.

- 12.2.5 The evaluatee shall be observed ongoing throughout the year based on the 13 Standards. Mid-Year Checkpoint for Permanent Employees the District will make a good faith effort to meet with permanent employees prior to February 1st. At this time, the evaluator will meet with the employee to share insights on the practices that have been observed and evidence collected during the year for the standards. The employee may choose to bring additional artifacts to the meeting. During the discussion, the evaluator will determine the degree to which an employee's performance meets a defined level on the AUHSD School Counselor Performance Rubric (Appendix G11). The Continuum will be reviewed so that the employee can see which practices need to be refined and extended in order to obtain growth in the elements being assessed. Progress will be noted on the School Counselor Performance Evaluation that was discussed during the goal setting meeting and the element ratings for the standards may be completed during the conference or after the conference. This is the time that professional development goals can be identified and other resources discussed to enable the teacher to pursue avenues for growth.
- 12.2.6 Report of Observation of first and second year certificated unit members will be conducted each school year.
- 12.2.7 Observation Process - While all employees will be observed during the year in meeting their roles and responsibilities as described in their respective continuums, counselors will also be formally observed in the classroom setting delivering their counseling core curriculum. Evaluators will use the Reflection Sheet (Appendix G-10) Conference Summary to summarize learning during the observation. After the observation, counselors will attend a conference within five working days to obtain feedback.
- 12.2.8 The School Counselor Performance Plan shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the School Counselor Performance Plan is utilized. The evaluator/evaluatee is to sign the original and all copies of these reports. The original is retained by the school, one (1) copy is sent to the District Certificated Human Resources office and one (1) copy is retained by the evaluatee.
- 12.2.9 In the event that the member receives a review of developing or unsatisfactory a Counselor Performance Improvement Plan will be utilized see appendix G-24.

### 12.3 Conditions

- 12.3.1 The evaluator must maintain on file each completed evaluation form.
- 12.3.2 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

- 12.3.3 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts. This may involve progressive discipline.
- 12.3.4 Upon request, a unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action. A request for such representation is made, any conference will be held within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.
- 12.4
- | <u>Important Dates</u>                        | <u>Requirements</u>   |
|---|---|
| September 1                                   | Evaluation system explained to all appropriate unit members and distribution of necessary forms.<br><br>Preliminary evaluation conference to develop elements and planned activities. |
| End of First Quarter                          | Report of Observation completed for appropriate unit members.   |
| End of Second Quarter                         | Report of Observation completed for appropriate unit members.   |
| Two weeks prior to the end of the school year | Final evaluation conference.  |

By the last day of school Necessary forms filed in Certificated Human Resources office.

## ARTICLE 13: SAFETY CONDITIONS

### 13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

### 13.2 Responsibility

Both parties agree that the responsibility for safe working conditions is that of the Board, the responsibility for the maintenance of safe procedures and practices is that of the unit member.

### 13.3 Unsafe Conditions

Any assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

13.3.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe conditions will report said conditions to the immediate supervisor on the appropriate form. The District will respond to the unit member with a copy of the work order.

13.3.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor.

13.3.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include reporting such incidents to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

### 13.4 Physical Safety

Since physical safety of unit members is enhanced when school campuses are kept orderly and well disciplined, the District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.4.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's jurisdiction, the unit member may inform the principal who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If

necessary, the principal may arrange for an appropriate specialist to attend the meeting.

### 13.5 Reimbursement for Personal Loss and/or Damage

- 13.5.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

- 13.5.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee,

- 13.5.1.2 Vehicles,

- 13.5.1.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

- 13.5.2 The following items are excluded from coverage under this article:

- 13.5.2.1 Vehicle collision (including hit and run incidents).

- 13.5.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.5.1.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

- 13.5.2.3 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

- 13.5.2.4 Cash, credit cards, or other cash equivalent items.

- 13.5.3 The maximum payment of any one claim is \$1,500 or the actual cost, whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the supervisor, and if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Office of the District and should be forwarded through the Principal or supervisor to the Business Office when completed.

13.5.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.6 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others when necessary for the defense of themselves and/or others.

## ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

### 14.1 Salary - Counselors

Effective August 6, 2018, the 2017-2018 Counselors' Salary Schedule shall be increased by 1.75% and is hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase in salary greater than 1.75% for the 2018-2019 school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2018-2019.

### 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 2015-16 Counselors' Salary Schedule (Appendix B) and the amount will increase as the Counselors' Salary Schedule increases.

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 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.

14.3.5.1 Any unit member with fifteen (15) complete years of credentialed service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.2 Any unit member with twenty (20) complete years of credentialed service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.3 Any unit member with twenty-five (25) complete years of credentialed service in the District shall be placed on Step 26 of the salary schedule.

#### 14.3.6 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.

14.3.6.1 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.

14.3.6.1.1 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.

14.3.6.2 Criteria for courses accepted for salary advancement:

14.3.6.2.1 A subject directly related to the current or proposed assignment.

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

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

14.3.6.2.4 A subject required by a California credential evaluation or renewal.

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

14.3.6.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.

14.3.6.4 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.

14.3.7 Other 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.

14.3.8 Doctoral Degree Stipend

An additional annual stipend of \$2266 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.

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 miscellaneous rate of pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

## ARTICLE 15: HEALTH AND WELFARE

### 15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

#### 15.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member, or

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provided as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan administrator, Prescription drug and the Mental Health carriers. Pan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2018 calendar year, the District's contribution to the blended super composite rate shall not exceed \$16,078.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible dependents.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance for unit members and eligible dependents, or Delta Care PMI dental insurance for unit members and eligible dependents.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee ("Committee") is to fulfill the commitment contained herein and in previous memorandum of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly, the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district's contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates the Committee will make suggestions for cost containment.

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. If such agreement is not reached prior to November 1

of each year the district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contract

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.

15.4 Self-Insurance Plan

The District will maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

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 unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans.

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.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members 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 yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the district-paid 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.

15.6 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 mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

## ARTICLE 16: JOB SHARING

- 16.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.
- 16.2 Procedures
- 16.2.1 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.
- 16.2.2 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.
- 16.2.3 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.
- 16.2.4 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.
- 16.2.5 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.
- 16.2.6 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.
- 16.3 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. 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.
- 16.4 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 198 counselor work days, which is a total of 148 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.

16.5. Return to Full-Time Assignment

- 16.5.1 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, or if the District revokes the job-sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.
  - 16.5.2 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, or if the District revokes the job-sharing agreement, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.
  - 16.5.3 If a job sharing unit member decides to end his/her job share agreement and return to a full-time position, or if the District revokes the job-sharing agreement, the other unit member must return full-time or resign his/her position.
- 16.6 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 article is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice.

## 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 Copies of annual contracts and supplemental contracts

17.1.3 Transcripts

17.1.4 Certification material

17.1.5 Letters of commendation

17.1.6 Copies of official personnel action

17.1.7 Written evaluations

17.1.8 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 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 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 C or ASTA Appendix C-2 through C-4)) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 Written warning

17.5.3 Reprimand

17.5.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C or ASTA Appendix C-2 through C-4) due to deficiencies in performance or as a result of a transfer to another site. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. 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. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.

#### ARTICLE 18: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any counselor is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

#### ARTICLE 19: MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

## ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through the first work day of the 2021 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.


For school year 2019-20, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2019-20. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.


It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2019-20 and 2020-21, notwithstanding the results of the limited reopener of negotiations as outlined above.

DATED: June 12, 2019

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Brad Jackson  
Assistant Superintendent  
Human Resources

ANAHEIM PERSONNEL AND GUIDANCE  
ASSOCIATION

  
\_\_\_\_\_  
Brian Bannon  
Chief Negotiator  
APGA

# Anaheim Union High School District 2019-2020

## Student/Teacher Calendar

July 2019					November 2019					March 2020				
1	2	3	4*	5					1	2	3	4	5	6<
8	9	10	11	12	4	5	6	7	8	9	10	11	12	13
15	16	17	18	19	11*	12	13	14	15	16	17	18	19	20
22	23	24	25	26	18	19	20	21	22	23	24	25	26	27*
29	30	31			25	26	27	28*	29*	30	31			
August 2019					December 2019					April 2020				
			1	2	2	3	4	5	6			1	2	3
5++	6+	7	8	9	9	10	11	12	13	6	7	8	9	10
12	13	14	15	16	16	17	18	19 <sup>#</sup>	20<	13	14	15	16	17
19	20	21	22	23	23	24*	25*	26	27	20	21	22	23	24
26	27	28	29	30	30	31*				27	28	29	30	
September 2019					January 2020					May 2020				
2*	3	4	5	6			1*	2	3					1
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15
23	24	25	26	27	20*	21	22	23	24	18	19	20 <sup>#</sup>	21<	22+
30					27	28	29	30	31++	25*	26	27	28	29
October 2019					February 2020					June 2020				
	1	2	3	4<	3	4	5	6	7	1	2	3	4	5
7++	8	9	10	11	10*	11	12	13	14	8	9	10	11	12
14	15	16	17	18	17*	18	19	20	21	15	16	17	18	19
21	22	23	24	25	24	25	26	27	28	22	23	24	25	26
28	29	30	31							29	30			



School Begins



Non-Student/Non-Teacher Day



Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester  
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

—

Underlined Days (May 26-June 1) are subject to  
change to regular school days if it becomes  
necessary to bring the total school days up to State  
minimum.

Quarter	Days	Dates			
1	42	Aug	7	--	Oct 4
2	48	Oct	8	--	Dec 20
3	41	Jan	6	--	Mar 6
4	49	Mar	16	--	May 21

180 Student Days

185 Teacher Days

Progress Reports Due  
Fridays at 10:00 a.m. at the  
site on:

September 13, 2019

November 8, 2019

February 7, 2020

April 17, 2020

Grades Due Fridays at  
10:00 a.m. at the site on:

October 11, 2019

January 10, 2020

March 20, 2020

May 22, 2020

Board Approved: January 18, 2018

**Anaheim Union High School District**  
**2020-2021**  
**Student/Teacher Calendar**

July 2020					November 2020					March 2021				
		1	2	3*	2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9	10	11*	12	13	8	9	10	11	12<
13	14	15	16	17	16	17	18	19	20	15	16	17	18	19
20	21	22	23	24	23	24	25	26*	27*	22	23	24	25	26*
27	28	29	30	31	30					29	30	31		
August 2020					December 2020					April 2021				
3	4	5	6	7		1	2	3	4				1	2
10++	11+	12*	13	14	7	8	9	10	11	5	6	7	8	9
17	18	19	20	21	14	15	16	17#	18<	12	13	14	15	16
24	25	26	27	28	21	22	23	24*	25*	19	20	21	22	23
31					28	29	30	31*		26	27	28	29	30
September 2020					January 2021					May 2021				
	1	2	3	4					1*	3	4	5	6	7
7*	8	9	10	11	4	5	6	7	8	10	11	12	13	14
14	15	16	17	18	11	12	13	14	15	17	18	19	20	21
21	22	23	24	25	18*	19	20	21	22	24	25	26#	27<	28+
28	29	30			25	26	27	28	29++	31*				
October 2020					February 2021					June 2021				
			1	2	1	2	3	4	5		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
5	6	7	8	9<	8*	9	10	11	12	7	8	9	10	11
12++	13	14	15	16	15*	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25	26	21	22	23	24	25
26	27	28	29	30						28	29	30		



School Begins



Non-Student/Non-Teacher Day  
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester  
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

—

Underlined Days (June 1-June 4) are subject to  
change to regular school days if it becomes  
necessary to bring the total school days up to State  
minimum.

Quarter	Days	Dates			
1	42	Aug	12	--	Oct 9
2	43	Oct	13	--	Dec 18
3	46	Jan	4	--	Mar 12
4	49	Mar	15	--	May 27

180 Student Days  
185 Teacher Days

Progress Reports Due Fridays  
10:00 a.m. at the site on:  
September 18, 2020  
November 13, 2020  
February 5, 2021  
April 23, 2021

Grades Due Fridays  
10:00 a.m. at the site on:  
October 16, 2020  
January 8, 2021  
March 19, 2021  
May 28, 2021

Board Approved: May 7, 2019

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
2018/19 COUNSELOR SALARY SCHEDULE**

		<b>BA + 45 or MA</b>	<b>BA + 60 &amp; MA or Doctorate</b>
<b>STEPS</b>	<b>I</b>	<b>II</b>	<b>III</b>
1	\$60,893	\$66,065	\$71,987
2	\$64,303	\$69,482	\$75,396
3	\$67,721	\$72,890	\$78,814
4	\$71,128	\$76,306	\$82,231
5	\$74,548	\$79,720	\$85,644
6	\$77,963	\$83,140	\$89,054
7	\$81,376	\$86,553	\$92,475
8	\$84,793	\$89,963	\$95,892
9	\$88,209	\$93,386	\$99,309
10	\$91,627	\$96,802	\$102,730
11	\$95,048	\$100,222	\$106,136
<b>LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)</b>			
16	\$99,818	\$104,992	\$110,906
21	\$104,588	\$109,762	\$115,676
26	\$109,358	\$114,532	\$120,446

Doctorate:        \$2,327

Miscellaneous Rate of Pay:     \$45.52 (Effective 5/27/19)

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 of 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.

<b><u>Years Experience</u></b>	<b><u>Placement</u></b>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees  
Approved Pending  
Effective: July 1, 2018

ANAHEIM UNION HIGH SCHOOL DISTRICT  
2018-2019

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 2013-2014 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	4.11

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	5.06
Senior High School Department Chairs	7.37

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  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM  
Classified & Certificated Employee Quick Reference  
INTERNET ACCESS INSTRUCTIONS

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**System Phone Number:** (714) 999-3516

**Help Desk Phone Number:** (714) 999-3550

**Write your Access ID here:** 64-0000- \_\_\_\_ or 64-000 \_\_\_\_ (no leading zeros)

**Write your PIN here:** \_\_\_\_\_

**Web Browser URL:** <https://anaheimuhd.eschoolsolutions.com>

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**SIGN IN**

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

---

**PIN REMINDER**

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

---

**PROFILE**

**Information**

- Review profile status and address information.

**Update Email**

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

**Change Password**

- Enter your current PIN followed by a new PIN twice and click Save.

---

**SELECT ROLE**

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

---

**TO CREATE AN ABSENCE**

Choose the *Create an Absence* link

**Important Note:** *Items in Bold are required to complete an Absence.*

- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**

**NOTE:** *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. SFE will proceed with arranging a substitute while awaiting administrator approval.*
- **Indicate if a substitute is required for this absence**
  - Choose Yes or No
- **Select Start and End Dates for your absence**
  - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- **FOR CERTIFICATED EMPLOYEES ONLY:** Request a particular substitute
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
    - Indicate if the requested substitute has accepted this job
      - Yes = substitute is prearranged and will not be called and offered the job
      - No = call will be placed and the substitute will be offered the job
    - Enter special instructions for the substitute to view
    - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

**COMPLETE!** You **MUST** receive a **Job Number** for your absence to be recorded in the system and to receive a substitute.

---

**TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS**

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM  
Classified & Certificated Employee Quick Reference  
INTERNET ACCESS INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

---

#### **SIGN OUT AND WEB BROWSER INFORMATION**

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFindExpress. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFindExpress.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFindExpress, and close the web browser when you finish with your session.

You can click the Help link to access Help Guides and How-to videos.

**Important Note:** Do NOT use the browser's BACK button to navigate to screens.

Navigation buttons are on the bottom of SmartFindExpress screens, such as the *Return to List* and *Continue* buttons.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM  
Classified & Certificated Employee Quick Reference  
INTERNET ACCESS INSTRUCTIONS

**System Phone Number:** (714) 999-3516

**Help Desk Phone Number:** (714) 999-3550

**Write your Access ID here:** 64-0000- \_\_\_\_ or 64-000 \_\_\_\_ (no leading zeros)

**Write your PIN here:** \_\_\_\_\_

**Web Browser URL:** <https://anaheimuhsd.eschoolsolutions.com>

**THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:**

	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

**REASONS FOR ABSENCE (listed in order of voice prompt):**

- |                          |                       |                          |                       |
|--------------------------|-----------------------|--------------------------|-----------------------|
| 1. PERSONAL ILLNESS      | 15. VACANCY           | 20. ADMINISTRATIVE LEAVE | 3. NON-DUTY DAY       |
| 10. PERSONAL WITHOUT PAY | 16. FAMILY LEAVE      | 21. LTS-VACANCY          | 4. PERSONAL NECESSITY |
| 11. SUBPOENA             | 17. GROWTH            | 22. LTS-PERSONAL LEAVE   | 7. WORKER'S COMP      |
| 12. MILITARY LEAVE       | 18. TRAGEDY LEAVE     | 23. LTS-MILITARY LEAVE   | 8. BEREAVEMENT        |
| 13. SABBATICAL           | 19. CHILD/PRNT/SPOUSE | 24. UNION BUSINES        | 9. JURY DUTY          |
| 14. *VACATION            | 2. EXCUSED            | 25. FURLOUGH DAY         |                       |

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

**REGISTRATION**

1. Enter your **Access ID** followed by the star (\*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (\*) key.
3. Record your name followed by the star (\*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (\*) key.

**TELEPHONE ACCESS INSTRUCTIONS**

1. Enter your **Access ID** followed by the star (\*) key
2. Enter your **PIN** followed by the star (\*) key

**MENU OPTIONS**

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

**TO CREATE AN ABSENCE**

1. Enter dates for the absence  
**PRESS 1** if the Absence is only for today  
**PRESS 2** if the Absence is only for tomorrow  
**PRESS 3** to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time  
Enter Start Date  
**PRESS 1** to Accept the date offered  
**PRESS 2** to Enter start date (MMDD)

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM  
Classified & Certificated Employee Quick Reference  
INTERNET ACCESS INSTRUCTIONS

3. Enter the reason from above followed by the star (\*) key or wait for a list of reasons

FOR <b><u>CERTIFICATED</u></b> EMPLOYEES:	FOR <b><u>CLASSIFIED</u></b> EMPLOYEES:
4. Record Special Instructions <b>PRESS 1</b> to Record special instructions. Press the star (*) key when done <b>PRESS 2</b> to Bypass this step	4. Complete Absence <b>PRESS 1</b> to Receive the job number <b>Record the Job Number. The Job Number is your confirmation.</b>
5. Is a Substitute Required? <b>PRESS 1</b> if a substitute is required <b>PRESS 2</b> if a substitute is not required	
6. If you <b>pressed 1</b> , a substitute is required	
7. If you <b>pressed 1</b> , a substitute is required <b>PRESS 1</b> to Request a particular substitute Enter the substitute access ID, followed by the star (*) key <b>PRESS 1</b> to Accept requested substitute <b>PRESS 1</b> if the Substitute should be called <b>PRESS 2</b> if the Substitute has already agreed to work and does not need to be called <b>PRESS 2</b> to Bypass requesting a substitute	
8. Complete Absence <b>PRESS 1</b> to Receive the job number <b>Record the Job Number. The Job Number is your confirmation.</b>	

---

**TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS**

Hear the job information  
**PRESS 1** to Hear absence information again  
**PRESS 2** to Modify special instructions  
**PRESS 3** to Cancel the absence

If you **pressed 3** to Cancel the job

**PRESS 1** to Confirm the cancellation request  
If a substitute is assigned to the absence  
**PRESS 1** for the System to call the assigned substitute  
**PRESS 2** to Not have the system call the substitute

Once you confirm a request to cancel the job, you **MUST** wait for the system to say **"Job Number has been cancelled."**

---

**TO CHANGE PIN or RE-RECORD NAME**

**PRESS 1** to Change your PIN  
**PRESS 2** to Change the recording of your name

---

## MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

### English Learner Coordinator Stipend

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

An annual stipend will be paid to the English Learner (EL) Coordinator based on the number of EL students served at the site as determined by the CALPADS report in the fall of the current school year. The compensation will be determined using the following formula:

<u>Number of EL Students Served</u>	<u>Annual Stipend</u>
1-150	\$600 base stipend
Each additional student above 150	\$2.40 per student added to base stipend

The stipend will be paid in two equal semester payments.

The responsibilities and roles matrix for EL services will be provided to the EL Coordinators and all counselors by the Education Division each school year before or at the first EL Coordinator meeting.

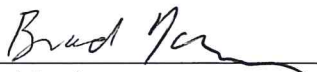
If no counselor agrees to be the EL Coordinator, the principal will then meet with the site counseling team to discuss their shared roles and responsibilities in regards to EL students. The principal will follow up by meeting with the lead counselor to discuss and select one of the counselors to be the EL Coordinator and who will receive the stipend for that school year.

The duties and responsibilities of EL Coordinators will be provided to all counselors by Education Services at the beginning of each school year.

While this MOU is in effect, this agreement replaces Appendix C (Extra Service Pay Schedule) Item 2 (EL Stipend). All other contract language in Appendix C still applies.

This agreement will be effective for the 2015-2016 school year and replaces the previously negotiated MOU. The agreement will continue until a new agreement is reached.

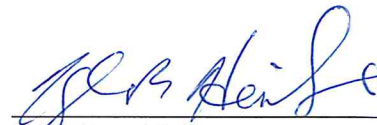
This agreement is dated: March 22, 2016



Brad Jackson  
Assistant Superintendent  
Human Resources



Lacie Mounger  
Co-President  
APGA



Kyle Hendricksen  
Co-President  
APGA

# MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

## Health and Welfare Program Change Effective January 1, 2019

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 18, 2018. The following changes will be effective beginning January 1, 2019:

### Medical Insurance

#### EPO

- Reduce Specialist Visit Copay to \$20

#### PPO

- Increase Participating Chiropractic Provider Services from 31 visits to 52 visits per calendar year
- Eliminate Out-of-Network Chiropractic Provider and Out-of-Network Physical Therapy coverage
- Revise current Maximum Out-of-Pocket Formula to fixed in-network/out-of-network dollar amounts based on employee's expenses
- Eliminate the 4<sup>th</sup> quarter deductible carryover


### Prescription Coverage through Express Scripts, Inc.

- Implement the Exclusive Specialty Pharmacy for complex specialty medications
- Implement the high-touch patient care SafeGuard RX Programs for Hepatitis C, Inflammatory Conditions, Oncology, Multiple Sclerosis, and Rare Conditions
- Implement the SAVEONSP copay offset savings program while offsets are valid
- Implement custom diabetes plan design to subsidize all test strips at the tier 1 copay

The current maximum District contribution to the blended super composite rate is \$15,759. For calendar year 2019, the maximum District contribution to the blended super composite rate will be \$16,078.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 19, 2018



Brad Jackson  
Assistant Superintendent  
Human Resources



Cory Kretz  
Co-President  
APGA



Steve Gonzales  
Co-President  
APGA

## **ANAHEIM UNION HIGH SCHOOL DISTRICT**

### **Directions and Timeline Information For Counselor Evaluation**

The counseling departments at each school site are encouraged to meet yearly to review the annual agreement. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The annual agreement 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 annual agreement.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to September 1<sup>st</sup>.
- The administrator and counselor will review all standards and annual agreements, make any necessary modifications, and sign in agreement prior to September 30<sup>th</sup>.
- 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 school counselor performance evaluation.
- Each standard will be rated by the administrator (Unsatisfactory, Developing, Proficient) based on the scale on the form.
- Refinements must be made if a counselor is rated an Unsatisfactory; comments are encouraged for ratings Developing and Proficient.
- The administrator will determine a final rating of all evaluation categories as: Unsatisfactory, Developing, Proficient.
- The administrator will review the completed form with the counselor two weeks prior to the end of the school year.
- 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: The professional school counselor plans, organizes and delivers the school counseling program.**

- 1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.
- 1.2 The school counseling program supports the academic, personal/social, and career development of all students.
- 1.3 The professional school counselor demonstrates positive interpersonal relationships with students.
- 1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.
- 1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.

**Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

- 2.1 The professional school counselor teaches core counseling curriculum effectively.
- 2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.
- 2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.

**Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.**

- 3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.
- 3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.

**Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

- 4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.
- 4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.
- 4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.

**Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.**

- 5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.
- 5.2 The professional school counselor provides support for other school programs.

**Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.**

- 6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.
- 6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.
- 6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.

**Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.**

- 7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.
- 7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.
- 7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.

**Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.**

- 8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.
- 8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.
- 8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.
- 8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.

**Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.**

- 9.1 The professional school counselor is accountable for using monitoring every student's progress.
- 9.2 The professional school counselor implements monitoring systems appropriate to the individual school.
- 9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.

**Standard 10: The professional school counselor uses time and calendars to implement an efficient program.**

- 10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.
- 10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.
- 10.3 The professional school counselor posts a weekly or monthly calendar.
- 10.4 The professional school counselor analyzes time spent providing direct service to students.

**Standard 11: The professional school counselor develops a results-based evaluation for the program.**

- 11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.
- 11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.
- 11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.

**Standard 12: The professional school counselor conducts a yearly program audit.**

- 12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.
- 12.2 The professional school counselor shares the results of the program audit with the advisory council.

12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.

**Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.**

13.1 The professional school counselor promotes the academic success of every student.

13.2 The professional school counselor promotes equity and access for every student.

13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.

13.4 The professional school counselor understands reform issues and works to close the achievement gap.

13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.

13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.

13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement

# Annual Agreement

School Counselor \_\_\_\_\_ Year \_\_\_\_\_

## School Counseling Program Mission Statement

### School Counseling Program Goals

The school counseling program will focus on the following achievement, attendance and/or behavior goals this year. Details of activities promoting these goals are found in the curriculum, small-group and closing-the-gap action plans.

Program Goal Statements	
1	
2	
3	

### Use of Time

I plan to spend the following percentage of my time delivering the components of the school counseling program.

All components are required for a comprehensive school counseling program.

	Planned Use			Recommended
Direct Services to Students	____ percent	School counseling core curriculum	Provides developmental curriculum content in a systematic way to all students	80 percent or more
	____ percent	Individual student planning	Assists students in the development of educational, career and personal plans	
	____ percent	Responsive services	Addresses the immediate concerns of students	
Indirect Services for Students	____ percent	Referrals, consultation and collaboration	Interacts with others to provide support for student achievement	
Program Planning and School Support	____ percent	Foundation, management and accountability and school support	Includes planning and evaluating the school counseling program and school support activities	20 percent or less

### Advisory Council

The school counseling advisory council will meet on the following dates.

### Planning and Results Documents

The following documents have been developed for the school counseling

- |  |  |
|--|--|
| <input type="checkbox"/> program. Annual calendar              | <input type="checkbox"/> Closing-the-gap action plans      |
| <input type="checkbox"/> Curriculum action plan                | <input type="checkbox"/> Results reports (from last year's |
| <input type="checkbox"/> action plans) Small-group action plan |  |

### Professional Development

I plan to participate in the following professional development based on school counseling program goals and my school counselor competencies self-assessment.

### Caseload and School Counselor's Responsibilities

Indicate how students are assigned to the school counselor's caseload and the specific responsibilities assumed by the school counselor.

Caseload Defined by:	<input type="checkbox"/>	Alpha: last names beginning with _____ to _____
	<input type="checkbox"/>	Grade level: students in grades: _____
	<input type="checkbox"/>	All students in building
	<input type="checkbox"/>	Other: _____
School Counselor Responsibilities	<input type="checkbox"/>	<b>Direct Student Services</b>
	<input type="checkbox"/>	School Counseling Core Curriculum
	<input type="checkbox"/>	Academic Advisement
	<input type="checkbox"/>	Individual Student Planning
	<input type="checkbox"/>	
	<input type="checkbox"/>	<b>Responsive Services</b>
	<input type="checkbox"/>	Individual Counseling
	<input type="checkbox"/>	Small Groups
	<input type="checkbox"/>	Crisis Response
	<input type="checkbox"/>	
	<input type="checkbox"/>	<b>direct Student Services</b>
	<input type="checkbox"/>	Referrals to Community Agencies
	<input type="checkbox"/>	
	<input type="checkbox"/>	<b>Special Programs</b>
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	<b>Other</b>
<input type="checkbox"/>		
<input type="checkbox"/>		

**Professional Collaboration and Responsibilities**

Choose all that apply.

Group	Weekly/Monthly	Coordinator
School Counseling Team Meetings		
Administration/School Counseling Meetings		
Student Support Team Meetings		
Department Chair Meetings		
School Improvement Team Meetings		
District School Counseling Meetings		
Other		

**Budget Materials and Supplies Annual**

budget: \$ \_\_\_\_\_

Materials and supplies needed:

**School Counselor Availability/Office Organization**

The school counseling office will be open for students/parents/teachers from \_\_\_\_\_ to \_\_\_\_\_.

My hours will be from \_\_\_\_\_ to \_\_\_\_\_ (if flexible scheduling is used).

The career center will be open from \_\_\_\_\_ to \_\_\_\_\_

**Role and Responsibilities of Other Staff and Volunteers**

School counseling department assistant \_\_\_\_\_

Attendance assistant clerk \_\_\_\_\_

Data manager/registrar \_\_\_\_\_

Career and college center assistant \_\_\_\_\_

Other staff \_\_\_\_\_

Volunteers \_\_\_\_\_

School Counselor Signature \_\_\_\_\_

Principal Signature \_\_\_\_\_

Date \_\_\_\_\_

# Counselor Core Curriculum Template

School Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

Activity: \_\_\_\_\_

Grade(s): \_\_\_\_\_

ASCA Mindsets & Behaviors (Domain/Standard):

\_\_\_\_\_  
\_\_\_\_\_

Learning Objective(s) (aligns with competency):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Materials: \_\_\_\_\_

\_\_\_\_\_

Procedure/Strategies: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Plan for Evaluation: How will each of the following be collected?

Process Data: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Perception Data: \_\_\_\_\_

\_\_\_\_\_

Outcome Data: \_\_\_\_\_

\_\_\_\_\_

Follow-Up: \_\_\_\_\_

\_\_\_\_\_

### Reflection Sheet

To be completed by counselor at the end of 1st and 2nd quarter.

Name: \_\_\_\_\_ School: \_\_\_\_\_

Date: \_\_\_\_\_ Supervisor: \_\_\_\_\_

1. As I reflect on the counseling services provided, to what extent were the audience productively engaged? How do I know?
  
  
  
  
  
  
  
  
  
  
2. How and will this activity/service improve academic, career, personal/social decisions?
  
  
  
  
  
  
  
  
  
  
3. Did I adjust my goals or my work plan if needed? Why? How?
  
  
  
  
  
  
  
  
  
  
4. If I had the opportunity to provide these counseling services again, to this same audience what would I do differently? Why?

## AUHSD School Counselor Performance Rubric

Counselor's Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Key: Range of performance at each level**

<b>Unsatisfactory</b>	<b>Developing</b>	<b>Proficient</b>
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**Standard 1: The professional school counselor plans, organizes and delivers the comprehensive school counseling program.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.</b>	Counselor lacks knowledge of the principles of developmental stages and program development.	Counselor demonstrates adequate knowledge of developmental stages and contributes to program development.	Counselor demonstrates thorough knowledge of developmental stages and principles and competently applies this knowledge in the development of K-12 comprehensive counseling programs.
<b>1.2 The school counseling program supports the academic, personal/social, and career development of all students.</b>	Counselor does not support academic, personal/social, and career development of all students.	Counselor supports academic, personal/social, and career development to some students.	Counselor supports academic, personal/social, and career development to all students.
<b>1.3 The professional school counselor demonstrates interpersonal relationships with students.</b>	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general worth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
<b>1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.</b>	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. Counselor takes initiative in assuming leadership among the faculty.
<b>1.5 The professional school counselor demonstrates positive interpersonal relationships with parents/guardians.</b>	Counselor fails to establish working relationships with parents or guardians.	Counselor attempts to establish working relationships with parents or guardians.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnerships in working for student interests.

**Standard 2: The professional school counselor implements the counseling core curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>2.1 The professional school counselor teaches the counseling curriculum units effectively.</b>	Counselor fails to utilize appropriate instructional skills and strategies.	Counselor has some ability to employ instructional strategies.	Counselor develops and implements instructional strategies that engage all students.
<b>2.2 The professional school counselor develops materials and instructional strategies to meet student needs and school goals.</b>	Counselor lacks knowledge or experience with group guidance.	Counselor displays adequate knowledge of group guidance practices and can assist in implementing programs.	Counselor displays extensive knowledge of group guidance practices and can function as a resource for group guidance programs.
<b>2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the counseling curriculum.</b>	School counselor demonstrates minimal willingness or ability to encourage staff implementation of counseling curriculum.	School counselor often encourages staff and aids in the implementation of counseling curriculum, consistently.	School counselor consistently encourages staff and aids in the implementation of counseling curriculum.

**Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>3.1 The professional school counselor, in collaboration with parents, helps students establish goals and develop and use planning skills.</b>	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
<b>3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.</b>	Counselor uses test information inappropriately.	Counselor can use test scores appropriately.	Counselor has a highly developed sense of appropriate use and application of a wide range of test scores.

**Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>4.1 The professional school counselor counsels' individual students and groups of students with identified needs/concerns.</b>	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-teacher interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general warmth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
<b>4.2 The professional school counselor consults effectively with parents, teachers, administrators, and other relevant individuals.</b>	Counselor makes little effort to facilitate communication with parents/guardians.	Counselor establishes rapport and cooperative relationships in most situations.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnership in working for student interests.
<b>4.3 The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.</b>	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.

**Standard 5: The professional school counselor provides systems support through effective counseling program management and support for other educational programs.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>5.1 The professional school counselor provides a comprehensive and balanced guidance program in collaboration with school staff.</b>	Counselor lacks knowledge of the principles of developmental guidance and program development.	Counselor demonstrates some knowledge of the principles of developmental guidance and can participate in program development.	Counselor demonstrates thorough knowledge of developmental guidance principles and readily applies this knowledge in active development of programs.
<b>5.2 The professional school counselor provides support for other school programs.</b>	Counselor avoids becoming involved in school and district projects.	Counselor participates in school and district projects when specifically asked.	Counselor volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

**Standard 6: The professional school counselor has discussed the counseling department management system and the program action plans with the school administrator.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>6.1 The professional school counselor has discussed the qualities of the counselor management system with the other members of the counseling staff and has agreement.</b>	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.
<b>6.2 The professional school counselor created core curriculum and intentional guidance action plans based on the needs of the school.</b>	Counselor does not create curriculum based on student needs.	Counselor sometimes uses data based on site needs when creating core curriculum.	Counselor provides data to support decision making when creating core curriculum and intentional guidance action plans.
<b>6.3 The professional school counselor has discussed the program results that will be obtained on the action plans for the school year.</b>	The school counselor does not discuss the results with administrators.	The counselor has limited understanding and discussion with administrators.	The counselor discusses the program results and how to implement program changes to meet student needs with the administrator.

**Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>7.1 The professional school counselor shares the school counseling program and goals, service delivery, and results with the school site staff, administration, district level personnel and the school board.</b>	Counselor has limited ability to counsel students in understanding their educational and career options.	Counselor is usually able to counsel students in understanding educational and career options and has a developing awareness of the full range of options.	Counselor is highly competent in counseling students in understanding educational and career options and serves as a resource and leader within the department.
<b>7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.</b>	Counselor's decisions are not data driven.	The counselor collects program data	Counselor collects and uses the data to meet student needs and implement program action plans.

<b>7.3 The professional school counselor created and shares relevant school counseling program information and results with parents and the school community.</b>	Counselor does not share results.	Counselor understands the need to share results and shares results.	Counselor shares results with parents and the school community.
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**Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>8.1 The professional school counselor uses data to make decisions regarding student choice of classes and special programs.</b>	Counselor's decisions are not data drive.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
<b>8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.</b>	Counselor's decisions are not data driven.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.
<b>8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.</b>	Counselor does not use data.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
<b>8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.</b>	Counselor does not use data.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.

**Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>9.1 The professional school counselor is accountable for monitoring the progress of every student.</b>	Counselor has no clear focus, orientation or philosophy regarding his/her role or mission.	Counselor demonstrates an operational philosophy. There is a philosophical basis for role and practice.	Counselor applies and articulates a professional philosophy in practice and consultation. This philosophy is responsive to change.

<b>9.2 The professional school counselor implements monitoring activities appropriate to his/her own school.</b>	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
<b>9.3 The professional school counselor develops appropriate interventions for students as needed and monitors their progress.</b>	Counselor fails to develop interventions or monitor students' progress.	Counselor demonstrates some ability to implement and monitor student progress.	Counselor matches appropriate interventions and strategies and monitors student progress.

**Standard 10: The professional school counselor uses time and calendar to implement an efficiently program.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>10.1 The professional school counselor uses a master calendar to plan activities through the year.</b>	Counselor is unable to determine appropriate priorities or unwilling to respond to institutional needs. Counselor lacks flexibility.	Counselor can usually determine priorities. Counselor displays some ability to assess priorities in response to crisis situations.	Counselor routinely sets priorities appropriately. Counselor maintains flexibility in balancing routine tasks with crisis situations.
<b>10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.</b>	Counselor does not share master calendar.	Counselor shares master calendar with some stakeholders.	Counselor routinely shares master calendar to parents/guardian, staff and students.
<b>10.3 The professional school counselor posts a weekly or monthly calendar.</b>	Counselor does not post calendar.	Counselor sometimes posts weekly or monthly calendar.	Counselor consistently posts weekly or monthly calendar.
<b>10.4 The professional school counselor analyzes his/her time spent providing direct service to students.</b>	Counselor does not input time into the management system.	Counselor inputs data into the management system but does not analyze information to adjust accordingly.	Counselor routinely enters data and the time spent in each of the four areas of the management system and adapts and changes programming.

**Standard 11: The professional school counselor has developed a results evaluation for the program.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.</b>	No results are gathered.	Counselor included all students in results but did not analyze the information.	All students are included and the data is interpreted and used for program improvement.
<b>11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.</b>	Counselor does not recognize and/or understand the need for program evaluation.	Counselor understands the need and implements program changes but does not analyze the results if the changes. Counselor works with other staff to collect the results.	Through a collaborative effort, the counselor understands, implements, analyzes and re-evaluates the program on a yearly basis.
<b>11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.</b>	Counselor lacks ability to work with counseling team and principal. No results were shared.	Counselor generally displays ability to work with counseling team and principal. Some results were shared.	The counselor collaborates with counseling team and principal and utilizes the results to make changes.

**Standard 12: The professional school counselor conducts a yearly program audit.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>12.1 The professional school counselor develops an audit tool.</b>	No audit was developed.	The counselor understands the need to develop an audit tool but is unsure how to develop the tool.	The counselor collaborates with counselor, administrator, parent, psychologists, and students to develop audit programs and analyzes the results of the audit.
<b>12.2 The professional school counselor performs a yearly program audit that includes the results of all the program components.</b>	No audit was performed.	The professional school counselor provides a yearly program audit that includes the results of all the program components.	The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.
<b>12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.</b>	No audit was performed.	The counselor understands the audit information but does not utilize it.	The counselor understands and utilizes the audit information to make changes to the counseling program and shares the information with the advisory board to initiate changes.

**Standard 13: The professional school counselor is a student advocate, leader, collaborator and a systems change agent.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
<b>13.1 The professional school counselor promotes academic success of every student.</b>	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
<b>13.2 The professional school counselor promotes equity and access for every student.</b>	Counselor contributes to school practices that result in some students being ill served by the school.	Counselor does not knowingly contribute to some students being ill served by the school.	Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
<b>13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.</b>	Counselor avoids becoming involved in school and district events and projects.	Counselor participates in school, district and community events and projects when specifically asked.	Counselor volunteers to participate in school, district and community events and projects, making a substantial contribution.
<b>13.4 The professional school counselor understands reform issues and works to close the achievement gap.</b>	Counselor is resistant to the need for change in meeting expectations of the district and community. Counselor contributes to school practices that result in some students being ill served by the school.	Counselor is flexible and open to change as the need is presents. Counselor does not knowingly contribute to some students being ill served by the school.	Counselor is a leader in advocating for change in response to the needs of the school and community. Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
<b>13.5 The professional school counselor collaborates with teachers, parents and the community to promote academic success of students.</b>	Counselor makes little effort to facilitate communication with parents/guardians, colleagues and community partnerships.	Counselor usually communicates appropriately with parents/guardians, colleagues and community partnerships to fulfill the duties that the school or district requires.	Counselor establishes rapport and supports cooperative relationships with parents, colleagues and community partnerships in working for student interests.
<b>13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.</b>	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.
<b>13.7 The professional school counselor uses data to recommend systemic change in policies and procedures that limit or inhibit academic achievement.</b>	Counselor is resistant to the need for change in meeting expectations of the district and community.	Counselor is flexible and open to change as the need is presented.	Counselor is a leader in advocating for change in response to the needs of the school and community.

Anaheim Union High School District

School Counselor Performance Evaluation

Based on the American School Counselor Association National Model™

School Counselor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Position: \_\_\_\_\_

Directions:

- For each of the performance standards, rate the counselor using the following scale by placing an "X" in the appropriate box.

Unsatisfactory	Developing	Proficient
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- Also, include any relevant comments for each of the thirteen standards and for the school counselor's overall performance.

Description	U	D	P
<b>Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.</b>			
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.			
1.2 The school counseling program supports the academic, personal/social, and career development of all students.			
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.			
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.			
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.			
<b>Overall Rating for Standard 1</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.</b>			
2.1 The professional school counselor teaches core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.			
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.			
<b>Overall Rating for Standard 2</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.</b>			
3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			

<b>Overall rating for Standard 3</b>				
<b>Reinforcement/Refinement:</b>				
<b>Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.</b>				
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.				
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.				
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.				
<b>Overall Rating for Standard 4</b>				
<b>Reinforcement/Refinement:</b>				
<b>Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.</b>				
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.				
5.2 The professional school counselor provides support for other school programs.				
<b>Overall Rating for Standard 5</b>				
<b>Reinforcement/Refinement:</b>				
<b>Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.</b>				
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.				
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.				
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.				
<b>Overall Rating for Standard 5</b>				
<b>Reinforcement/Refinement:</b>				
<b>Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.</b>				
7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.				
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.				

7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.			
<b>Overall Rating for Standard 7</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.</b>			
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.			
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.			
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.			
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.			
<b>Overall Rating for Standard 8</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.</b>			
9.1 The professional school counselor is accountable for using monitoring every student's progress.			
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.			
9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.			
<b>Overall Rating for Standard 9</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 10: The professional school counselor uses time and calendars to implement an efficient program.</b>			
10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.			
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.			
10.3 The professional school counselor posts a weekly or monthly calendar.			
10.4 The professional school counselor analyzes time spent providing direct service to students.			
<b>Overall Rating for Standard 10</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 11: The professional school counselor develops a results-based evaluation for the program.</b>			
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.			
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.			

11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.			
<b>Overall Rating for Standard 11</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 12: The professional school counselor conducts a yearly program audit.</b>			
12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.			
12.2 The professional school counselor shares the results of the program audit with the advisory council.			
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.			
<b>Overall Rating for Standard 12</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.</b>			
13.1 The professional school counselor promotes the academic success of every student.			
13.2 The professional school counselor promotes equity and access for every student.			
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.			
13.4 The professional school counselor understands reform issues and works to close the achievement gap.			
13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.			
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.			
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement.			
<b>Overall Rating for Standard 13</b>			
<b>Reinforcement/Refinement:</b>			

OVERALL PERFORMANCE RATING: UNSATISFACTORY \_\_\_\_ DEVELOPING \_\_\_\_ PROFICIENT \_\_\_\_

**Reinforcement:**

**Refinement:**

**Evaluee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with evaluation. In the event of any disagreement, the employee has the right to present his/her point of view by submitting a response within ten (10) days to the evaluator.**

_____	_____	_____	_____
School Counselor	Date	Evaluator	Date

**Distribution:** \_\_\_\_ Administrator \_\_\_\_ School Counselor \_\_\_\_ Personnel File

### **Counselor Performance Improvement Plan**

Counselors Name: \_\_\_\_\_

Supervisor: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

\*Developed in cooperation with administrator, counselor, and association representative

1. Area (s) of Deficiency:
Performance Standard (s) _____
Concerns:

2. Supervisor's Expectations:

3. Assistance to be provided to counselor in meeting expectations:

4. Timeline:

Counselor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Association Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Original to Counselor**

**Copy to Supervisor**


**Copy to Human Resources**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)**  
**AND**  
**ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)**

**COUNSELOR EVALUATION COMMITTEE**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review Article 12-Evaluation Procedures and Appendix G regarding counselor evaluations. The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018

  
\_\_\_\_\_  
Brad Jackson  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Brian Bannon  
Chief Negotiator  
APGA


**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)**  
**AND**  
**ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)**


**PUPIL-TO-COUNSELOR RATIO**

The Anaheim Personnel and Guidance Association (APGA) and the District agree to meet to discuss concerns about Pupil-to-Counselor ratios and look at options to continue reducing these ratios in the 2015-2016 and subsequent school years. These meetings will occur prior to May 1 of each school year.

This agreement will remain in effect for the 2014-2015, 2015-2016, and 2016-2017 school years and will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

  
\_\_\_\_\_  
Brad Jackson  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Lacie Mounger  
Co-President  
APGA

  
\_\_\_\_\_  
Kyle Hendricksen  
Co-President  
APGA

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)**  
**AND**  
**ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)**

**COUNSELOR JOB DESCRIPTION COMMITTEE**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review District policy 6301.35 Guidance Counselor and the job description for Outreach Counselor (Independent Learning Center counselor job description). The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018



Brad Jackson  
Assistant Superintendent  
Human Resources



Brian Bannon  
Chief Negotiator  
APGA

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)**  
**AND**  
**ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)**  
**April 19, 2018**

**COUNSELOR STAFFING**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to extend the reduction of 2 counselor positions through the end of the 2020/21 school year.



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Brad Jackson  
Assistant Superintendent  
Human Resources



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Brian Bannon  
Chief Negotiator  
APGA

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)**  
**AND**  
**ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)**

**COUNSELOR ON SPECIAL ASSIGNMENT**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

**Duration**

The duration of this MOU is from February 20, 2018 through June 30, 2021.

**Job Description**

- Support each school's counseling team in the process of implementation and execution of the AUHSD Educational Pledge
- Serves as liaison between counselors and district management
- Assists in the coordination of professional development activities for counselors, and may be expected to provide direct training as needed
- Assists counselors and the school's site administrator in assessing their needs and supports implementing a comprehensive guidance program that addresses the academic, career, and personal/social development of all students
- Assists in the coordination of professional development activities with counselors and provides support in promoting the academic, career, and personal/social development of students
- Assists in the re-design of the counseling evaluation tool and support the director with the maintenance and monitoring of the evaluation tools effectiveness
- Supports the director in facilitating district all-counseling and lead counseling meetings
- Facilitates the counselor task force, designed to establish and improve best practices
- Work with local universities to recruit counseling interns
- Performs other counselor specific duties, as required

**WORKING HOURS**

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

10.2 Assigned Days of Work – current contract language as stated per article 10.2 with the addition of up to 13 additional work days.

### **Extra Service Pay**

Appendix C (4)-The COSA will receive a stipend consistent with the Extra Pay Schedule for Senior High School Department Chairs.

### **Return Rights**

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

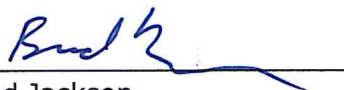
If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (4). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.


For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

### **Backfilling the Vacant Counselor Position**

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 19, 2018

  
\_\_\_\_\_  
Brad Jackson  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Brian Bannon  
Chief Negotiator  
APGA

## **Certificated Personnel Duties**

### **Position: School Counselor**

### **Evaluated by: Principal or designee**

**Basic Functions:** Leadership, advocacy, and collaboration are the skills school counselors will draw on to implement a preventive, proactive school counseling program using the American School Counselor Association (ASCA) National Model: A Framework for School Counseling Programs (2005). Counselors will promote student success through the implementation of this comprehensive school counseling program that addresses the academic, career, and personal/social needs of students. The duties and responsibilities include but not limited to the following:

#### **Duties and Responsibilities:**

#### **I. Develop and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.**

1.1 Discusses the comprehensive school counseling program with the school administrator.

- ❖ Completes an annual agreement with the administrator.

1.2 Develops and maintains a written plan for effective delivery of the school counseling program based on the ASCA comprehensive school counseling standards and current individual school data.

1.3 Communicates the goals of the comprehensive school counseling program to education stakeholders, i.e.

- ❖ Publicizes newsletters, calendars, memos, web pages, etc.
- ❖ Presents information to school site leadership teams, staff and parent/guardian meetings.

1.4 Maintains current and appropriate resources for education stakeholders.

- ❖ Maintains/supports career resources, college and scholarship information.

1.5 Uses the majority of time providing direct services through the Counseling Core Curriculum, Individual Student Planning and Preventive and Responsive Services and most remaining time in program management, System support and accountability, (National standards recommend 80% of time in Counseling Core curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability. (American School Counseling Association (2005). The ASCA National Model: A Framework for School Counseling Programs.

- ❖ Maintains calendars of activities and services of the school counseling program.

**II. Delivery of a comprehensive school counseling program based on the ASCA National Model: A Framework for School Counseling Programs (2005).  
Counseling Core Curriculum**

2.1 Provides leadership and collaborates with other educators in the school-wide integration of the Counseling Core Curriculum.

- ❖ Assist teachers with how to use the Counseling Core Curriculum lesson plans in their classrooms.
- ❖ Provides applicable materials and resources to teacher for doing guidance activities in their classrooms.

2.2 Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.

- ❖ Conducts classroom counseling core curriculum.
- ❖ Conducts small and large group activities based on the guidance curriculum.

***Individual Student Planning***

2.3 Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.

2.4 Accurately and appropriately interprets and utilizes students data.

2.5 Collaborates with parents/guardians and educators to assist students with educational and career planning.

- ❖ Sends written communications to parents/guardians and teachers.
- ❖ Apprises teachers of adaptive materials and services that are available to students.

***Preventive and Responsive Services***

2.6 Provides individual and group counseling to students with identified concerns and needs.

2.7 Consults and collaborates effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.

- ❖ Advocates for equity and access for all students.
- ❖ Provides staff with resources to accommodate individual differences and needs of students.

2.8 Implements and effective referral and follow-up process.

- ❖ Manages and communicates a clear means for counseling referrals and access to counseling services.

2.9 Accurately and appropriately uses assessment procedures for determining and structuring individual and group counseling services.

***System Support***

2.10 Provides appropriate information to staff related to the comprehensive school counseling program.

- ❖ Informs staff of services provided by the school counseling and how to access those services.

2.11 Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.

2.12 Participates in professional development activities to improve knowledge and skills.

- ❖ Attend professional conferences, workshops, etc. relevant to school counseling.

2.13 Uses available technology resources to enhance the school counseling program.

2.14 Adheres to laws, policies, procedures, and ethical standards of the school counseling program.

- ❖ Monitors/supervises student activities as appropriate.

**III. Accountability of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.**

3.1 Conducts a yearly program audit to review extent of program implementation.

3.2 Collects and analyzes data to guide program direction and emphasis.

3.3 Measures results of the school counseling program activities and shares results as appropriate.

3.4 Monitors student academic performance, behavior and attendance and assists with appropriate interventions.

## **Lead Counselor**

### **GENERAL RESPONSIBILITIES**

Provide the leadership for the implementation of a comprehensive school based counseling program designed to support instruction and student achievement. Responsible for the coordination, supervision, and management of the school counseling program.

### **ESSENTIAL FUNCTIONS**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.) In addition to the duties and responsibilities of school counselor including but not limited to the following:

- Provides leadership, guidance, training and support resources for counselors.
- Provides two-way communication from department to administration.
- Keeps well informed on state laws and professional ethics in counseling with youth and on current policies and procedures of all community mental health and social agencies.
- Model competence in counseling content, instruction and pedagogy.
- Develops, plans, implements, promotes, and evaluates a comprehensive developmental counseling and guidance program based on the National Standards for school counselors; consistently reviews and modifies the school counseling program to best fit the needs of the school and the students.
- Acts as a resource for teachers, such as conducting in-service programs for school staff.
- Follows District policies and procedures for District guidance services and coordinates relationships of such services to other departments.
- Coordinates the site and feeder school articulation process and program. Serves as liaison between district; elementary, middle or high schools; or parent information in matter of transition.
- Keep the site administration appraised of the progress of the department and any problems encountered.
- Establish and maintain an effective work climate within the school counseling department and school community.
- Work closely with administration and master schedule builder, as it relates to student scheduling.
- Work collaboratively with other department chairs.
- Actively engage and participate in district lead meetings and disseminate information to school counselors in department.
- Facilitate weekly department meetings and submit minutes to administration.
- Presents or prepares an annual report to the Board of Trustees on the sites comprehensive counseling program.
- Facilitate department planning meeting that includes annual agreement.