AGREEMENT

between the

ANAHEIM UNION HIGH SCHOOL DISTRICT

and the

ANAHEIM SECONDARY TEACHERS ASSOCIATION

for the period

August 6, 2018

through

the first Teacher work day of the 2020-21 school year

Board Approved: March 5, 2019

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ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into the first teacher work day of the 2018-2019 school year, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 N. Crescent Way, Anaheim, California 92803-3520, hereinafter referred to as the "District" or "Board", and the Anaheim Secondary Teachers Association, CTA/NEA, hereinafter referred to as the "Association", whose address is 50 S. Anaheim Blvd., Suite 300, Anaheim, California 92805.

1.2 Separability and Savings

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

1.3 Disagreement on Scope

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

1.4 Entire Agreement

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

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

1.5 Waivers to Contract

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

1.6 Publication of Agreement

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

ARTICLE 2: RECOGNITION

2.1 Recognition

The Board recognizes the Association as the sole and exclusive representative of employees performing services in categories and groupings of positions and classifications described as follows:

2.1.1 Classroom Teachers

Included: All regular contract certificated personnel expressly including the following designations and grouping of positions and classifications: All regular contract classroom teachers, grades 7 through 12, including regular part-time teachers; temporary teachers as defined by Education Code 44920 and 44918; adaptive physical education teachers, library/media teachers, categorically funded teachers; hearing impaired resource teachers; occupational assessment teachers; itinerant vision resource teachers; speech specialists; nurses; vocational education nurses; staff specialists; regular contract hourly classroom teachers; and summer school teachers.

Excluded: All management employees as designated by the Board of Trustees; all classified employees; all supervisory and confidential employees; all casual or limited term personnel and others such as all substitutes; all hourly certificated employees working outside the regular contract assignments, except summer school teachers; all psychologists; all counselors; and the District doctor.

2.2 Charter Schools

The parties recognize the value and importance of the inclusion of bargaining unit membership as part of any charter petition submitted to the District for consideration by the Board.

ARTICLE 3: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

The above described rights of the District shall be exercised in a fair and reasonable manner and are subject to the restrictions of the entire Agreement.

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 7 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Distribution and Posting of Materials

The Association shall have the right to post notices of matters of Association concern on designated bulletin boards in each school building in areas frequented by unit members. The Association shall have the right to use the District mail service and individual teacher mailboxes so far as such use complies with the law. ASTA will be charged $1.00 for each districtwide mailout, up to a maximum of $25.00 per year, in order to assist in defraying the cost of such deliveries.

Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its promulgation. The Association shall provide to the Superintendent and the site administrator a complete copy of the material deposited in school mailboxes or posted on bulletin boards.

4.2 Released Time

4.2.1 Released Time - Negotiations

During each school year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervising administrator, five (5) authorized representatives of ASTA bargaining unit shall be granted a maximum of five (5) full days of released time each without loss of compensation for the purpose of meeting and negotiating. This released time shall be taken in minimum increments of one (1) full day. Additional days may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent.

Members of the ASTA bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting released time one (1) day prior to scheduled negotiation meetings. Only in cases of emergency or hardship, as defined by the immediate supervisor, may a unit member's request be refused.

4.2.2 Released Time - Association Business

Upon twenty-four (24) hours prior notice to the District and authorization by the President of the Association, the Association shall be provided a maximum of thirty-five (35) days each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day. Payment for the substitute(s) replacing the absent unit member(s) shall be reimbursed to the District Business Office by the Association within thirty (30) days of receipt of invoice.

4.2.2.1 Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

4.2.3 Released Time - Association President

The District shall provide the Association President with released time for the duration of this contract. Such released time shall be granted by the District. The Association agrees to reimburse the District for the cost of a long term substitute. Released time indicated above may be increased or decreased if requested by the Association and approved by the District.

The District shall return the unit member serving as the Association President to the same school in which s/he had been prior to serving as Association President. If an opening does not exist, the involuntary transfer process will be used as stated in 9.5 and Appendix G. Neither the returning association president nor the involuntarily transferred teacher will be guaranteed the same teaching assignment.

4.3 Unit Member Information

The District shall provide the Association with the name; job title; department; work location; work, home, and personal cellular telephone numbers; personal email address on file with the district; and home address of all employees in the bargaining unit at least every 120 days. The District shall also provide the Association with the same information for any newly hired employee within the bargaining unit within 30 days after the date of hire or by the first pay period of the month following hire. The foregoing timelines may be extended by mutual agreement.

4.4 Availability of Information

School Board Packets: The District will make available to the Association, two (2) school board packets at least seventy-two (72) hours in advance of a regularly scheduled Board meeting, and twenty-four (24) hours in advance of a special Board meeting.

4.5 Access to Work Sites

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times and duty-free lunch periods.

4.6 Representation

A unit member has a right to Association representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.

4.7 New Teacher/Unit Member Orientation

The Association will have access to new teacher/unit member onboarding and orientation activities conducted by the District. A new teacher/unit member orientation will be held by the District no later than the end of the fourth week of the start of the new school year. The District will provide no less than ten (10) days advance notice to the Association regarding the date(s) of the new teacher/unit member orientation(s).

4.8 Meeting Dates

Except in extraordinary circumstances, the District will not schedule districtwide meetings, Back to School Night and Open House on those days ASTA has a calendared representative assembly meeting. ASTA will provide a listing of meeting dates by April 1 of each year.

ARTICLE 5: DUES DEDUCTION

5.1 Dues Deduction

5.1.1 The right to payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.

5.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

5.1.2.1 Any unit member who is a member of the Anaheim Secondary Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues and fees from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

5.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues and fees, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

5.2 Maintenance of Membership

Any unit member who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided, however, that any unit member may cancel or change such Association dues according to the terms of their signed authorization by notifying the Association in writing of the cancellation or change. Pursuant to Education Code section 45060, the District shall rely on information provided by the Association regarding whether deductions for a unit member were properly cancelled or changed, and the Association shall indemnify the District for any claims made by any unit member for deductions made in reliance of that information.

ARTICLE 6: CONCERTED ACTIVITIES

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 against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.

Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 Definitions

7.1.1 A "grievance" is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.

7.1.2 A "grievant" is any unit member in the bargaining unit and thus covered by the terms of this Agreement who claims there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.

7.1.3 A "grievance representative" is any person designated by the Association to process grievances and to represent unit members in grievance meetings.

7.1.4 An "administrative representative" is the administrator having jurisdiction over the matter which gave rise to the grievance.

7.1.5 A "day" is 0designated by a teacher workday on the Student/Teacher Calendar.

7.2 General Procedures

7.2.1 Grievance Adjustments

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

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

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

7.2.2 Right to Representation

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

7.2.3 Grievance Format

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

7.2.4 Disposition of Grievance

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

7.2.4.1 Grievance and remedy sustained

7.2.4.2 Grievance conditionally sustained with alternative remedy and its rationale

7.2.4.3 Grievance denied with written rationale

7.2.4.4 Grievance denied in part with written rationale

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

7.2.5 Failure to Meet Time Limits

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

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

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

7.2.6 Release of Witnesses

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

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

7.2.7 Copies of Grievance

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

7.2.8 Format for Meetings

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

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

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

7.2.8.3 Grievant's rebuttal

7.2.8.4 Respondent's rebuttal

7.2.8.5 Discussion

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

7.2.10 Service of Documents

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

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

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

7.3 Grievance Procedures

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

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

Such grievance must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence.

Within five (5) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within five (5) days after the Step 2 meeting.

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

7.3.4 Arbitration

7.3.4.1 Submission to Arbitration

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

7.3.4.2 Selection of Arbitrator

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

7.3.4.3 Hearing: Arbitrator's Decision

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

7.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of

necessary witnesses shall be released from their assignments without loss in compensation or cost to the Association.

7.3.4.5 Statement of Issues

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

7.3.4.6 Limitations Upon Arbitrator

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

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

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

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

7.3.4.7 Rules of Procedure

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

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

7.4 No Reprisals

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

ARTICLE 8: LEAVES

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

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

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

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

Any unit member placed on paid administrative leave of absence shall continue to receive compensation for approved extra service pay assignments for a period not to exceed six months.

8.1 Personal Leaves of Absence Without Pay

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

8.1.1 Health

8.1.2 Maternity, paternity and adoption

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

8.1.4 Child care

8.1.5 Compelling family matters / personal necessity

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

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

8.2 Application for Leave

8.2.1 Leaves Other Than Sabbatical

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

8.3 Notification of Return or Request for Extension

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

8.3.1 District Notification

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

8.3.2 Unit Member Response

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

8.3.3 Return Before Expiration

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

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

8.4 Salary Advancement During Leave

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

8.5 Tragedy Personal Necessity Leave

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

8.6 Parental Leave

8.6.1 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.

8.6.2 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.

8.7 Industrial Accident and Industrial Illness Leave

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

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

8.7.2.1 The employee has probationary or permanent status.

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

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

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

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

8.7.6 During any period a unit member is receiving his regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the unit member's leave balances shall be as follows:

8.7.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

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

8.7.7 A unit member, while receiving industrial accident or industrial illness leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

8.7.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when

added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

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

8.8 Personal Necessity Leave of Absence

Unit members may take up to a maximum of ten (10) days of personal necessity leave without stating a reason. A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his or her sick leave. Any other personal necessity leave days will be charged against the unit member's accumulated sick leave. Personal necessity leave days shall not exceed the unit member's number of days of unused sick time.

Permissible personal necessity use

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

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

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

8.8.1.3 Religious observances

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

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

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

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

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

8.9 Verification of Personal Necessity Leave

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

8.10 Sabbatical Leave

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

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

8.10.2 A leave may be granted for the following reasons:

8.10.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.

8.10.2.2 Travel - Engage in foreign or domestic travel during each semester.

8.10.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.

8.10.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.

8.10.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District Office location in which service was rendered at the time of making application for leave, subject to Article 9.

8.10.4 A "sabbatical leave committee" composed of certificated employees of the District, shall be appointed by the Superintendent. At least fifty percent (50%)

of the members of this committee shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purposes of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.

8.10.5 The total number of sabbatical leaves granted during any school year shall not exceed one percent (1%) of the total number of unit members employed by the District.

8.10.6 The applicant must provide a surety bond.

8.10.7 The applicant shall agree to serve twice the period of the leave following return to the District.

8.10.8 Return From Leave

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

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

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

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

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

8.10.9 Failure to Return or Observe the Sabbatical Leave Plan

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

8.10.10 Sabbatical Leave Timeline

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

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

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

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

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

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

8.11 Sick Leave, Personal Illness and Injury

8.11.1 Annual Sick Leave and Accumulation

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

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

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

8.11.2 Procedures for Taking Sick Leave

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

Sub Caller Procedure:

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

8.11.3 Half-Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted. If the absence is for one (1) period or less, there shall be no deduction from the accumulated sick leave.

8.11.4 Verification of Absence

The District 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, including but not limited to patterns of absenteeism. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than four (4) days, when there is a question as to the extent and duration of the disability, or the unit member's ability to return to work, the District may require the unit member to submit to an examination by a physician selected by the unit member and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the unit member and the District.

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

8.12 Short-Term Personal Leaves Without Pay

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

8.13 Court Appearance

A unit member shall be granted, not to exceed three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a

subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.14 Jury Leave

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

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

8.15 Bereavement

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

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

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

8.16 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay may participate in the District's health and dental and life insurance benefit program at the unit member's own expense, provided that the carrier allows and provided that an irrevocable notification is submitted of the intent to participate prior to the commencement of the leave and provided further, the advance payment of premiums is made in accordance with a schedule developed by the Business Office.

8.17 Revocation of Leave

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

8.18 Employment While on Leave

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

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

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

8.20 Extended Illness Leave

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

8.21 Family Care and Medical Leave

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

8.22 Notification of Sick Leave Accrual

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

8.23 Catastrophic Leave

Unit members 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.

<u>Donating to the Sick Leave Bank</u>

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

9.1.2 Seniority

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

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

9.1.3 Reassignment

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

9.1.4 Opening

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

9.2 Posting of Openings

9.2.1 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher work year begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be emailed to the Association President.

9.2.2 An opening, for posting purposes, is not created when a permanent or probationary unit member is on a paid or unpaid leave of absence, a one (1) semester opening exists, or when a surplus unit member is available with an appropriate teaching major or minor.

9.2.3 Posting errors shall not be subject to grievance. The error shall be corrected prior to filling the opening.

9.2.4 A unit member who requests transfer to an available position and is denied may be provided a written statement, if so requested by the unit member.

9.2.5 The filing of a request for transfer is without prejudice. It does not jeopardize a unit member's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been approved.

9.3 Voluntary Transfer

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

9.4 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one (1) school year, providing there is agreement with the involved principal and exchange unit members. If, at the conclusion of the school year, all parties agree, the exchange of assignment shall become permanent. Beginning with the 2019-2020 school year and thereafter, when all parties do not agree, the Assistant Superintendent, Human Resources shall make the final determination whether the exchange of assignment shall become permanent.

9.5 Involuntary Transfer-Surplus

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

For purposes of this section only, a bargaining unit member whose assignment includes more than one department shall be determined to be a member of the department which is the majority of his/her assignment. When departments in a bargaining unit member's assignment are equally distributed, the unit member shall determine in which department s/he is a member and give written notification within five (5) days of the beginning of the school year or the effective date of the schedule change. If a permanent change in a unit member's

schedule occurs at any point in the school year, this language will apply to determine the new department designation.

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

In determining the department from which unit members are to be surplused, the principal will provide the department with a rationale for his/her decision. The rationale will be provided in writing upon request. The principal's decision may be appealed to the Superintendent or his/her designee. No department shall be selected for surplus, nor any unit member transferred arbitrarily or capriciously. For purposes of this section, English, ELD, and Reading shall be considered one (1) department.

9.5.2 Surplus Criteria Point System

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

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

1. Credentials: Each teacher properly credentialed to teach the subject to be surplused shall be given one (1) point. Please note that CLAD is a certificate and not a credential.
2. Extra-Service Pay (ESP): Any teacher who is serving, during the current school year, in a full or partial extra-service pay position will receive one (1) point (maximum). The department chair is not given a point for extra-service pay. Only one (1) extra-service pay point is given regardless of the number of extra-service pay positions the unit member holds. The point will be determined after the Spring/4th quarter sports season begins unless the unit member has already completed an assignment. The assignment must be fulfilled by the unit member in order to maintain the point. If the assignment is not fulfilled, the point will be rescinded and the surplus process will be adjusted.
3. Department Leadership: The teacher(s) serving, during the current school year, as full or shared department chair shall receive one (1) point.
4. Seniority: One (1) point shall be granted to each teacher in the department determined to be in a surplus situation except for those teachers corresponding to the number of transferees who have the least district seniority. For example, if the department has seven (7) members and will be reduced to five (5), the five (5) most senior members get a point.

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

9.5.3 Tie Breaker for Surplus

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

1. Rank by Years of Temporary Service

    a) Persons with three or more years temporary status prior to probationary year
    b) Persons with two years temporary status prior to probationary year
    c) Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization

    d) Persons with clear single-subject credential / Level 2 Special Education Credential
    e) Persons with preliminary single-subject credential / Level 1 Special Education Credential
    f) Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services

    g) Persons with BCLAD certification authorizing instruction to EL students
    h) Persons with other certifications authorizing instruction to EL students
    i) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
        - Activities Director (JH or SH)
        - Athletic/Intramural Sports Director
        - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay (ESP)

    j) Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)

5. Rank by Advanced Certification/Degree

    k) Persons who are National Board Certified Teachers (NBCT)
    l) Persons with a Doctoral Degree

m) Persons with a Master's Degree

6. Rank by Prior Service to the District

n) Persons with additional service to the District in a certificated, non-teaching position
o) Persons with additional service to the District in a non-certificated, paid position

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

9.5.4 Exemptions for Surplus

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

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

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

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

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

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

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

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

9.6 Involuntary Transfer for Special Education & Itinerant Unit Members

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

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

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

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

4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in Article 9.5.2 will be utilized and will be applied to the employee and any other staff members who may be affected.

9.7 Reassignment Within a School

Reassignments within a school are the responsibility of the principal. The principal shall take into consideration the staffing needs, the curriculum of the school and the credential authorization of the unit members. Prior to making a reassignment, the principal shall discuss the reassignment with the unit member. In the event that an administrator cannot

meet with the reassigned unit member due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the unit member at his/her last known address.

No unit member shall be reassigned arbitrarily or capriciously.

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

9.8 Superintendent's Transfer

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

9.9 Transfer - School Closures

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

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

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

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

9.10 Rights of First Return

Voluntary and involuntary transferees as a result of surplus pursuant to Article 9.5 shall have the right to return, in the event of a vacancy, to the school from which s/he was transferred within one and one quarter (1-1/4) years. This right includes vacancies which are less than full-time. Unit members who wish to return will be required to initiate a request to return when the vacancy is posted. All Extra Services Pay positions (as outlined in Appendix C) held immediately prior to the transfer shall be returned to the unit member upon return to the school from which he/she was transferred if the unit member returns within one quarter of the transfer and the position(s) remains unfilled.

9.10.1 Return prior to new school year:
If two or more surplused unit members share the right to return to the same school site and request to return prior to the first work day of the new school year following the school year in which the unit members were surplused, the points received and the steps used through the application of the Surplus Criteria Point System and Tie Breaker for Surplus shall determine which unit member has the priority right to return (applies to returns prior to the start of a new school year).

9.10.2 Return after new school year:
If two or more surplused unit members share the right to return to the same school site and request to return anytime beginning with the first work day of the new school year following the school year in which the unit members were surplused, the unit member with the greatest District seniority shall be allowed to return (applies to returns after the start of a new school year). If both unit members have the same seniority date, the criteria for Tie Breaker for Surplus shall be utilized per Article 9.5.3.

9.11 Preparation Day

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

In addition to any day(s) without pupils provided under Article 9.11, unit members transferred during any period of time other than the first (1st) day of the work year shall be compensated at the Hourly Rate for up to six (6) hours worked outside the teacher workday.

9.12 Notification of Transfer and/or Reassignment

Whenever practicable, the District shall:

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

9.12.2 Notify unit members of reassignment or transfer ten days prior to the end of the academic school year.

9.13 Layoff and Tie-Breaking Criteria

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

9.13.1 Beginning in the 2017-2018 school year, the following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same seniority date are not terminated. These criteria meet the particular needs of the District at the present time:

1. Rank by Years of Temporary Service

    a. Persons with three or more years temporary status prior to probationary year
    b. Persons with two years temporary status prior to probationary year
    c. Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization

    a. Persons with clear single-subject credential / Level 2 Special Education Credential.
    b. Persons with preliminary single-subject credential / Level 1 Special Education Credential
    c. Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services

    a. Persons with BCLAD certification authorizing instruction to EL students
    b. Persons with other certifications authorizing instruction to EL students
    c. Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:

        - Activities Director (JH or SH)
        - Athletic/Intramural Sports Director
        - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay (ESP)

    a. Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)

5. Rank by Advanced Certification/Degree

    a. Persons who are National Board Certified Teachers (NBCT)
    b. Persons with a Doctoral Degree
    c. Persons with a Master's Degree

6. Rank by Prior Service to the District

    a. Persons with additional service to the District in a certificated, non-teaching position
    b. Persons with additional service to the District in a non-certificated, paid position

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

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Work Year

The work year for certificated employees shall be 185 days. The Student/Teacher Calendar for each year shall be incorporated herein as Appendix A.

10.1.1 Professional Learning Days

Three (3) days are devoted to professional learning activities. Unit members at each site shall be actively involved in planning the professional learning activities throughout the school year. The District and ASTA agree that professional learning days provide a valuable opportunity for school communities to collaboratively and collectively build capacity around educational issues needed for all staff to deliver a quality educational program for all students.

Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.8.4. 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.

10.1.2 Teacher Days/Classroom Preparation

The first two (2) Teacher Days shall be divided into two separate, uninterrupted one-half days (3.25 hour blocks each) in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to professional learning activities. Classroom preparation time shall not include the unit member's duty-free lunch.

The last day of the work year shall be a Teacher Day and shall not include professional learning activities.

10.2 Workday

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

10.3 Adjunct Duties

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

Unit members will use the available student information system to share timely and comprehensible feedback with students and their families and meet all progress report and grading deadlines.

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

10.4 Supervision Duties/Community Engagement Activities

Unit members may be assigned supervision and/or community engagement duties during the regular instructional year such as campus supervision and performances, school tutoring programs, athletic events, dances, and detention that occur outside of the regular instructional day. Community engagement activities may include parent and family events, school performances, student competitions and presentations that occur outside of the regular instructional day. Each supervision duty shall be a minimum of 30 minutes in duration. Each community engagement activity shall be a minimum of two (2) hours in duration. Additional time performed by the unit member during the same community engagement activity shall be applied in one (1) hour increments.

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

The District shall assign such duties equitably among site unit members based upon choices indicated by the unit members. In no case shall unit members be assigned more than six (6) hours of supervision/community engagement duty annually.

10.5 Preparation Time

10.5.1 The District shall schedule one (1) daily conference period for each full-time classroom unit member.

10.5.2 Special education teachers and their general education partners will be provided an opportunity through a shared conference period or other accommodation to meet and collaborate during regular school hours a minimum of one time per month for a minimum of one hour per month.

10.5.3 All RSP teachers who do not have a release period in addition to their regular conference period will be provided an opportunity to take two (2) release days for the 2018-19 school year for individualized education program-related responsibilities.

Beginning with the 2019-20 school year, all RSP teachers who do not have a release period in addition to their regular conference period will be provided an

opportunity to take four (4) release days per school year for individualized education program-related responsibilities.

10.6 Class Coverage

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

10.6.1 Records of class coverage which include the teacher's signature shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site. Every effort will be made to assign class coverage in an equitable manner.

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

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

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

10.6.5 Bargaining unit members may agree to class coverage for planned reasons for the hourly rate of pay. This coverage will not count as either of the required coverage periods in this article.

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

10.7 Lunch Period

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

10.8 Teacher Assignments

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

10.8.1 Administrators shall consult with department chairpersons prior to initiating the development of the master schedule. Teachers shall make their teaching

preferences known to the administrator through the department chairperson prior to the development of the master schedule. A unit member shall retain the right to consult with the administrator regarding his/her assignment.

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

10.9 Substitute Coverage

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

10.10 Course Preparation

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

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

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

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

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

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

10.11 Instructional Day

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

10.12 Professional Attire

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

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

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

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

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

10.13 Minimum Day

The District shall schedule one (1) student minimum day to be held on the same day that either an Open House or Back-to-School Night event is held at each site designated as a

junior high. The minimum day shall be determined by the site administrator with input from the site unit members.

10.14 Traveling Teachers

Unit members required to travel to different classrooms during the school day will be provided an adequate work and storage space during the conference/prep period and shall be assigned a curriculum-appropriate classroom when one becomes available. Priority for assignment to a classroom will be given to the unit member(s) who has/have been traveling for the greatest length of time. Unit members required to travel between work sites during the workday shall be provided a travel period (separate from a duty-free lunch and a daily conference period), subject to administrator approval on a case-by-case basis.

10.15 Loss of Classroom

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

ARTICLE 11: CLASS SIZE

The principal or designee may consult with members of the staff during the process of assigning pupils to classes. The Board of Trustees will annually review the staffing procedures used within the District.

11.1 Maintain Patterns

The Board will continue its effort to maintain staffing patterns that will avoid state penalties.

11.2 Grade Levels and Instructional Areas

It is recognized that class sizes at various grade levels and in different instructional areas cannot be identical.

11.3 Group Flexibility

The Board recognizes the advantages of instructional groupings different from the historically standard classrooms; e.g., large group instruction, cooperative teaching teams, multi-age groupings, or low enrollment classes for specially funded projects and the Board shall be allowed the flexibility to utilize such groupings.

11.4 Best Interests

The Board shall promote class size which is within the best interests of the students concerned.

11.5 Scheduling

The Board agrees that it shall not arbitrarily or capriciously schedule abnormally or unreasonably large classes within the District. Every attempt shall be made to adjust class sizes to assure that unit members share the teaching load.

11.6 Printout, Complaints and Monitoring

At the beginning of the third week of each semester, each teacher will receive a printout of class sizes in his/her department. The teacher may request a consultation with the principal to discuss alternatives to alleviate large class sizes.

If a unit member has a class size complaint which has not been resolved by the principal within twenty-five (25) school days of the start of a semester, the unit member may, appeal to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will review the complaint and within five (5) days of receipt of the complaint will either deny the complaint or make a recommendation to the Superintendent for resolution of the complaint.

The District will continue to monitor and require justification by the site administrator for exceedingly large classes, and will request the results of any teacher consultation(s) resulting from large class sizes.

11.7 Additional Staffing

Beginning with the opening day of school, the District will authorize additional staffing to sites based upon verification of growth of enrollment by site. This additional staffing will reflect the current teacher/student ratio as established annually by the District. The site administration will post daily in the mailroom the total enrollment in the school and enrollment in each class and the total number of teachers included in the staffing ratio on each of the first 20 days of the school year. Whenever the school is authorized to hire additional teachers due to growth in enrollment, the site administration shall post such information in the mailroom.

11.8 Student/Teacher Ratio

Teacher unit members who do not teach a full regular instructional day shall be proportionally counted in the student/teacher ratio for that site.

11.9 Student Load

The maximum student load for bargaining unit members teaching in the traditional comprehensive junior high schools and Oxford Academy, exclusive of Physical Education, athletics, and performing arts, shall be 222 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching in the traditional comprehensive junior high schools and Oxford Academy, exclusive of Physical Education, athletics, and performing arts, shall be 213 students.

The maximum student load for bargaining unit members teaching in the traditional comprehensive senior high schools and eLearning, exclusive of Physical Education, athletics, and performing arts, shall be 195 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching in the traditional comprehensive senior high schools and eLearning, exclusive of Physical Education, athletics, and performing arts, shall be 188 students.

The maximum student load only includes students enrolled in the course and excludes students assigned to provide the teacher assistance, including but not limited to, teacher assistant, lab assistant, and peer tutor.

11.9.1 Physical Education

The maximum student load for bargaining unit members teaching junior high Physical Education shall be 336 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching junior high Physical Education shall be 323 students.

The maximum student load for bargaining unit members teaching senior high Physical Education shall be 290 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching senior high Physical Education shall be 279 students.

11.9.2 Special Education

Effective 2015-16, the case load maximum for Special Education shall be as follows:

RSP	28 maximum
M/M	18 maximum
ED	12 maximum
LHS	16 adults, 16 high school, 12 junior high maximum
SH	13 adults, 12 high school, 12 junior high maximum
SH-Hope	12 caseload maximum
Autism	11 maximum
SLP	70 caseload maximum

If the caseload maximum cannot be met, the District and ASTA will meet to review the caseload to determine reasonable options.

11.9.3 Specialized Sites or Programs

Effective 2015-16, caseloads for these Special Sites/Programs shall be as follows:

Gilbert/Continuation	120 student load maximum*
Community Day School	75 student load maximum
Polaris/Independent Learning Center	36 caseload maximum
Hope School	10 school wide caseload average

If the maximum/average cannot be met, the District and ASTA will meet to determine reasonable options.

*For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching Gilbert/Continuation shall be 116 students.

If a new program or delivery model is created within the alternative education program, this language does not apply and the District and ASTA agree to meet and confer to determine reasonable maximums.

11.9.4 All maximums in this article shall be adjusted on a pro-rata basis for bargaining unit members who teach an additional period per Article 14.8, part-time, or a split-subject assignment.

11.9.5 For student load maximums identified in Articles 11.9 and 11.9.1 only, maximums may be exceeded by mutual agreement of the District and the bargaining unit member.

11.9.5.1 The mutual agreement shall be documented in writing and include the following: (1) effective date of the agreement; (2) the total number of additional students agreed to beyond the applicable maximum; (3) the applicable time period of the agreement (not to exceed one school year); (4) unit member name and signature; and (5) administrator name signature. (See Appendix T)

ARTICLE 12: EVALUATION PROCEDURES

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

Procedures

12.1 Evaluator

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

12.2 Tiered Evaluation

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

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

Tier Two - A Tier Two Teacher is a permanent teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other Unit Members.

A Tier Two Teacher may select to be evaluated using the Project and Reflective Essay option or the Tier One Evaluation Process (formal observation).

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

12.3 Goals and Objectives (California Standards of the Teaching Profession – CSTP)

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

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

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

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

12.3.4 Planning Instruction and Designing Learning Experiences for Students

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

12.3.5 Assessing Students for Learning

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

12.3.6 Developing as a Professional Educator

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

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

12.4 Frequency of Evaluation

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

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

in the subsequent year. Such deficiencies shall only be related to the Goals and Objectives found in this article.

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

12.5 Preliminary Evaluation Conference

The evaluator shall conduct a Preliminary Evaluation Conference with each evaluatee prior to the commencement of the formal evaluation. The purpose of the Preliminary Evaluation Conference is to allow both the evaluator and unit member to review the evaluation process, including the Goals and Objectives, and discuss examples of expected performance. The goal of this process is to reach an understanding regarding the expectations for the observation. Evaluation Worksheet for both the Formal Observation and the Project-Reflective Essay options (Appendix E) will be given to Evaluatees at the time of the Preliminary Evaluation Conference.

12.6 Scheduling of the Observation and Pre-Observation Conference

The evaluator and the evaluatee will schedule the pre-observation conference and the [first] observation date and time at least 10 days prior to the observation. By mutual agreement, the scheduling may be done less than 10 days prior to the observation.

Additional observations will be scheduled at least 5 days in advance or less by mutual agreement. A pre-observation conference is not required for additional observations during the school year.

12.7 Pre-Observation Conference

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

12.8 Observations and Post Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and

objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

12.9 Project and Reflective Essay

A Tier Two teacher may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the (CSTP) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another teacher; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's class(es); (5) a project within a staff leadership position that has relevance to the educational goals of the school; or (6) a case study focusing on the evaluatee's students.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the teacher's own practice and shall be aligned to the (CSTP) Goals and Objectives.

12.10 Evaluation Forms

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

12.11 Evaluation Calendar

12.11.1 Formal Observation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and evaluatee and cannot to be altered or extended with the exception of what is noted in sections 12.6, 12.7 and 12.8.

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

Observation is Scheduled (at least ten days prior to the selected date or less by mutual agreement). Observation shall not be rescheduled except in cases of unplanned, unforeseen, or unscheduled events or circumstances. In the event of a

cancellation, the observation shall be rescheduled following the procedures above.

At Least Ten Work Days (or less by mutual agreement) Before the Classroom Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. The reflective questions referenced in 12.7 and contained in Appendix E-6 will be presented at this time.

Post-Observation Conference shall occur within ten days of the observation to discuss the completed Observation Form.

Prior to the end of the first quarter, at least one formal observation shall be completed for all probationary unit members.

Prior to the end of the third quarter, at least one formal observation shall be completed for all permanent unit members. At least two formal observations shall be completed for all probationary employees.

Prior to the end of the third quarter all formal observations shall be completed. However, if a unit member has received a needs to improve or unsatisfactory on a formal observation additional observations may be scheduled during the fourth quarter.

Beginning the fourth quarter and not later than 30 calendar days prior to the end of the school year – A final evaluation shall be completed and provided to the evaluatee.

12.11.2 Project and Reflective Essay Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and the evaluatee.

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

Pre-project Development Conference shall be held individually– at this time the evaluator and evaluatee will discuss the Project. The Tier Two Project Development Form and Tier Two Project and Reflective Essay Final Evaluation Worksheet shall be discussed and shared with the evaluatee (Appendix E-4, E-5).

Prior to the end of the First Quarter– the evaluatee and evaluator shall agree on a project. In the event that the evaluatee and evaluator cannot reach agreement on

the project, the unit member shall attempt to resolve the matter directly with the evaluator. If a resolution is unable to be reached, the unit member may appeal to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and is not grievable under Article 7 of the collective bargaining agreement.

Prior to the End of the Third Quarter – The Project will be completed and the Reflective Essay will be submitted to the Evaluator.

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

12.12 Constraints

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

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

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

Whenever the District identifies problem areas in a unit member's performance, the District shall provide advance notice that corrective action is necessary. In the event a unit member believes that this did not occur, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent shall be final and no party of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

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

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

12.13 Academic Freedom Pertaining to Methodology and Curriculum

Professional discretion shall be guaranteed to unit members in order to create an academic atmosphere in the classroom as follows: (1) a unit member selects the instructional methodology s/he uses in teaching the standards (as long as s/he continues to receive satisfactory evaluations); (2) students and teachers are permitted to raise questions dealing

with critical and controversial issues of the day pertaining to the curriculum, per Board Policy 71402; and (3) unit members maintain a classroom atmosphere conducive to the study, investigation, presentation and interpretation of facts. Unit members must teach curriculum standards as adopted by the State. For courses without adopted State Standards, unit members will teach the District-approved course of study.

12.14 Appeal Process

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

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. Unit members will practice safe procedures and practices. Should the District determine that an unsafe condition exists, unit members affected by that condition shall be advised and provided methods and operating procedures until the condition is corrected.

13.2 Unsafe Conditions

13.2.1 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.

13.2.2 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 as soon as possible.

13.2.2.1 As defined in Penal Code Section 240, an assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.

13.2.2.2 As defined in Penal Code Section 242, a battery is any willful and unlawful use of force or violence upon the person of another.

13.2.3 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 the unit member and any administrator having knowledge of said incident reporting such incident 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.

13.2.3.1 In the event of a physical attack directed towards a unit member, the site administrator will take reasonable steps under the circumstances to secure immediate first aid and/or medical treatment for any injury resulting from the attack.

13.2.3.2 The unit member shall submit a written report regarding the incident to the site administrator within no more than two (2) work days following the incident. The site administrator shall conduct a reasonable investigation of the incident taking into consideration the initial notification and any written report from the unit member. Following the investigation, the site administrator shall notify the

unit member and Assistant Superintendent, Human Resources or Director, Human Resources of the investigation's outcome.

13.3 Physical Safety

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:

13.3.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's classroom, the unit member may inform the principal/designee 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/designee may arrange for an appropriate specialist to attend the meeting.

13.3.2 Class Suspension by Unit Members

Within the first thirty (30) days of the school year, site administrators will review with unit members their rights and responsibilities regarding student discipline and class suspension, including suspension forms and grounds for suspension. Unit members may consult District policy (8700-8708) and Education Code provisions (48900-48905, 48910) online at www.auhsd.us and leginfo.legislature.ca.gov.

13.3.2.1 A unit member may suspend a student from his/her class for the day of the suspension and the day following for any of the following actions:

(a) Caused, attempted to cause, or threatened to cause physical injury to another person;

(b) Caused or attempted to cause damage to school property or private property;

(c) Disrupted school activities or otherwise willfully defied the valid authority of the teacher; or

(d) Any other infraction as enumerated in Education Code 48900.

13.3.2.2 The teacher shall immediately report the suspension to the principal, or designee, and send the student to the principal, or designee, for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. An administrator will attend the conference if either parent or teacher so requests.

13.3.2.3 A student suspended by a teacher shall not be placed in another teacher's classroom for that designated period of class suspension.

13.3.2.4 If steps outlined above are taken with respect to a student, and the behavioral problem continues to exist, the teacher and the principal/designee shall continue, in a cooperative fashion, to discuss and attempt to identify and implement a resolution to the problem.

13.4 Reimbursement for Personal Property Loss and/or Damage

13.4.1 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:

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

13.4.1.2 Vehicles

13.4.1.3 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.

13.4.2 The following items are excluded from coverage under this article:

13.4.2.1 Vehicle collision (including hit and run incidents)

13.4.2.2 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 13.4.1.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle

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

13.4.2.4 Cash, credit cards, or other cash equivalent items.

13.4.3 The maximum payment of any one claim is $1,500 or 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.

13.4.4 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.

13.5 Use of Force

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

13.6 School Discipline Committee

A School Discipline Committee will be established on each campus to continuously review and study the school discipline policies and procedures and to make recommendations, when necessary, concerning modifications to these procedures. The committee shall include four (4) unit members selected by the unit members at the school, one (1) administrator, one (1) counselor, and two (2) parents. The District and Association are committed to implementing the Student Discipline Taskforce Recommendations & Best Practices, recognizing that they may change over time. Concerns and challenges with implementation and fidelity to the processes and expectations set forth in the Recommendations & Best Practices will be communicated with the administrators and unit members serving on the site Discipline Committee for them to review and resolve.

13.7 Behavioral Problems

Whenever a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall notify all of the student's teachers. The teacher(s) may inspect any non-confidential records of the student which are in the possession of the District. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

13.8 Health Related Procedures

It is understood by the parties that there may be situations which require that certain health-related procedures be administered in order to protect the health of students. Unit members shall not be required to perform such procedures unless and until the unit member is trained to do so.

13.9 Emergencies/Disaster Procedures

13.9.1 The District shall provide each teacher with the ability to communicate with the administration in emergency situations. The District will provide each classroom with a method of communication, preferably a telephone. The District shall ensure that through the State modernization process, each classroom shall be equipped with a telephone with access to an outside line.

13.9.2 Within the first thirty (30) days of the school year, site administrators will distribute to and review with unit members procedures to be followed in the event of a disaster or emergency.

13.10 Site Safety Committee

A Site Safety Committee, comprised of representatives of all staff, will be established on each campus. The purpose of the safety committee will be to consider the concerns of staff relative to safety on campus.

13.11 Adult Supervision

In curricular and extra-curricular situations where transportation is required, the District shall provide adult supervision in order that no group of students is transported in any conveyance without such adult supervision.

13.12 Relocation

Upon request, unit members who are required to relocate their classrooms shall be entitled to custodial assistance to move their materials and furniture.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Teachers

Effective August 6, 2018, the 2017-2018 Teachers' 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 for the 2018-2019 school year, the District or ASTA may request, and the other party will agree, to re-open negotiations on salary for 2018-2019.

14.2 Salary - Extra-Service Pay

The District and ASTA are proud to offer many extracurricular activities. A complete list of Extra Service Pay positions can be found in Appendix C. The pay is calculated by applying the percent indicated to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B).

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

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the 2015-16 Teachers Salary Schedule (Appendix B) and the amount will increase as the Teachers Salary Schedule increases. Effective July 1, 2015, stipends shall increase by 10% for all Extra Service positions and Athletics positions, including Leadership, exclusive of the 3% increase on the salary schedule.

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

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

14.2.3 Beginning with the 2014-15 school year, the following departments will be represented by a department chairperson:

- Advancement via Individual Determination (AVID) Program
- Career and Technical Education Program (CTE) (including Business, Home Economics and Careers Technology, Industrial Technology Education)
- English (including Reading)
- English Learner (EL) Program
- Library Teacher
- Math

- Physical Education (including Health)
- Science
- Social Science
- Visual and Performing Arts (VAPA) (including Art/Photo, Choral Music, Dance, Instrumental Music, Theatre/Drama)
- World Languages

14.2.4 Effective with the 2002-2003 school year, and concluding at the end of the 2014-15 school year, the number of Special Education Department Chairpersons at each site shall be reduced by attrition to:

One (1) RSP Special Education Department Chairperson,

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

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

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

14.2.5 Special Education Department Chair The following special education programs will be represented by a department chairperson:

- Resource Specialist Program (one per site)
- Mild/Moderate and Moderate/Severe (one per site, combined)
- Adaptive Physical Education (one per district)
- Speech and Language Pathologists (one per district)
- Adult Transitions (one per site if not included under a site department)
- Visually Impaired (one per district)
- Orthopedically Handicapped (one per district)

Hope School will have three departments each represented by a department chairperson:

- Moderate/Severe-Junior High School
- Moderate/Severe-High School
- Moderate/Severe-Adult

14.3 Salary Schedule Placement, Advancement and Structure

14.3.1 Salary Schedule

Certificated Unit Members

Unit members will be placed on and advanced on the salary schedule as follows:

1. Col. I Bachelor's Degree

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

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

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

14.3.2 Initial Salary Placement

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

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

A maximum of six (6) years of credit shall be allowed at the rate of one (1) step for one (1) year as follows:

- A year of credentialed public school teaching experience in a paid status for at least seventy-five percent (75%) of the work days designated for the affected position.

- A year of credentialed teaching experience in a WASC accredited private school for at least seventy-five percent (75%) of the work days designated for the affected position.

- 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.

- A year of teaching experience as a long-term substitute in the District for at least seventy-five percent (75%) of the work days in the same teaching assignment.

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

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

Example #1: 40% contract for two (2) years earns one (1) year of service credit;

Example #2: 20% contract for four (4) years earns one (1) year of service credit.

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

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

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

14.3.6 Horizontal Movement

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

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

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

14.3.6.2 Criteria for courses accepted for salary schedule advancement:

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

14.3.6.2.2 A subject directly related to a unit member's teaching major or teaching 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 successful completion of course work or degrees prior to the start of the school year, submitted to Human Resources by November 1, shall be retroactive to September. Evidence of successful completion of course work or degrees prior to February 1,

submitted to Human Resources by March 1, shall be retroactive to February 1.

14.3.6.4 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 a unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.7 Other Salary Schedule Credit

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

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

14.3.8 Professional Stipends

14.3.8.1 An additional annual stipend of $2327 (4.09%) 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.

14.3.8.2 Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of $2327 (4.09%).

14.3.8.3 Bargaining unit members who attain a Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification will be paid an annual stipend of $2327 (4.09%). An additional annual stipend of $1,166 (2.05%) will be paid for each additional course preparation assigned beyond the limits outlined per Article 10.10.

14.3.8.4 An additional stipend will be paid for Speech Language Pathologists as follows:

- $2,913 (5.12%) per year
- Additional $1,166 (2.05%) for CA Speech Pathology License
- Additional $1,166 (2.05%) for CCC (Certificate of Clinical Competence)
- Maximum of $5,245/year.

Stipends shall be pro-rated for part-time Speech and Language Pathologists

14.3.8.5 An additional stipend of $4660 (8.19%) will be paid to full-time Curriculum Specialists and $2327 (4.09%) will be paid to part-time Curriculum Specialists.

14.3.8.6 An additional stipend in the amount of $1,861 (3.27%) will be paid to the site Title I Specialist.

14.4 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation outside the District boundaries, but within 100 miles of the District Office, shall be reimbursed at a rate equal to previous years IRS allowable rate per mile, and if two (2) or more unit members ride in the same car, the reimbursement rate of two cents more than the allowable IRS allowable rate will be paid on a daily round trip basis. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

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

14.5 Daily Rate of Pay

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

14.6 Hourly Rate of Pay

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

The hourly rate is determined by applying a percentage (.08%) to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B). Hourly rate increases are effective after the last teacher work day of the school year. It is understood that pay increases shall not be applied retroactively to hourly service.

14.7 Golden Handshake

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

14.8 Extra Teaching Periods

Upon mutual agreement of the District, the unit member and the Association, a unit member may agree to teach an additional class in lieu of their assigned conference period. The unit member shall be compensated at a rate equal to $1/6^{th}$ (16.7%) of his/her daily rate of pay. It is understood that such periods are in the Key to Learning and the school's master schedule. It is also understood that the extra teaching periods are during the regular school day during the regular school year.

If a school has changed the six-period or seven-period day above to a different configuration through a contract waiver, the extra compensation shall be applied only if the unit member teaches an additional class during his/her conference period.

Teachers who agree to teach the additional teaching period must be available for meetings or conferences per Article 10.3 - Adjunct Duties.

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 Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, including a prescription card service, in the amount not to exceed the super composite rate established for 2018 of $1,396 per month or $16,759 per year per enrolled unit member, or

EPO: EPO insurance for unit members and eligible dependents utilizing the Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, in the amount not to exceed the super composite rate established for 2018 of $1,234 per month or $14,814 per year per enrolled unit member.

The blended super composite rate shall be the weighted average of the PPO and EPO super composite rates above. Beginning with the 2018 calendar year, the District's contribution to the blended super composite rate shall not exceed $15,759.

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.

*EPO – Effective January 1, 2018

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 children.

15.1.3 Dental Insurance

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

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 ASTA 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 memoranda 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 and class coverage 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 rate 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. The Association reserves the right to meet with the District to bargain a separate benefits plan by November 1 of the calendar year preceding the plan year. 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 Contact

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 shall 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 payment, 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: PART-TIME EMPLOYMENT

16.1 Pre-Retirement Reduced Assignment

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

16.1.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.

16.1.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment, and currently earning a salary equivalent to Column II, Step 7, or more.

16.1.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half (1/2) the days required for the individual's position classification.

16.1.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.

16.1.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.

16.1.6 The request for part-time employment must be exercised at the request of the unit member and formalized by a written agreement prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making application and reaching agreement. The agreement can be revoked only with the mutual consent of the unit member and the District.

16.1.7 The unit member who elects a reduced workload in accordance with the conditions of this policy shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

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

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

16.2 Job Sharing

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

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

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

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

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

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

16.3 Reducing from a Full-Time Assignment

16.3.1 The request for a reduced assignment must be initiated by the unit member and formalized by a written agreement with the District prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making an application and reaching an agreement. The agreement may be renewed on an annual basis with mutual consent of the unit member and the District.

16.3.2 If a unit member on a reduced contract returns to his/her full-time assignment after one (1) year, the unit member shall be returned to his/her original school if a position for which the unit member is certificated is available.

16.3.3 If a unit member's reduced assignment contract is not renewed, the unit member shall return to a full-time position.

ARTICLE 17: DISCIPLINE

17.1 Files

17.1.1 District Personnel File

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

17.1.1.1 Pre-employment information

17.1.1.2 Copies of annual contracts and supplemental contracts

17.1.1.3 Transcripts

17.1.1.4 Certification material

17.1.1.5 Letters of commendation

17.1.1.6 Copies of official personnel action

17.1.1.7 Written evaluations

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

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

17.1.3 Local Site Folders

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

17.1.3.1.1 Emergency Information Card

17.1.3.1.2 Principal/Supervisor copies of official personnel actions

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

17.1.3.1.4 Personal Data Sheet

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

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

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

17.2 Discipline

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

17.2.1.1 Verbal warning(s)

17.2.1.2 Written warning

17.2.1.3 Written Reprimand

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

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

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

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

17.2.2.1 Written warning, or

17.2.2.2 Written Reprimand

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

17.2.4 Extra-Service Pay Assignments

17.2.4.1 Removal of Unit Member For Extra-Service Pay

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

17.2.4.1.1 Verbal warning

17.2.4.1.2 Written warning

17.2.4.1.3 Written reprimand

17.2.4.1.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C) due to deficiencies in performance. 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 material or documents related to the removal of a unit member from an extra-service pay position shall not be placed in the unit member's district personnel file but may be placed in the local site folder. This does not prohibit the

documentation of serious offenses involving moral turpitude to be included in the personnel file.

17.2.4.2 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed that the District shall not be obligated to follow the principle of just cause in the removal of unit members from extra-service pay positions.

17.3 Complaints Against Unit Members

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

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

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

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

ARTICLE 18: SUMMER PROGRAMS

Summer Programs include, but are not limited to, seat-based courses, APEX, online or E-Learning courses, Extended School Year (special education), Summer Language Academy, and International Short Stay.

18.1 Summer Program Selection Procedures

18.1.1 Summer program positions and requirements shall be announced at the earliest time feasible prior to the commencement of the term. ASTA unit members shall be eligible to apply for summer program positions only if they have a current "meets standards" or "satisfactory" evaluation. Such announcements shall be in the form of notices sent to all certificated personnel. Eligible ASTA bargaining unit applicants shall be given an interview.

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

18.1.3 Application procedures for summer program teaching positions will be announced each year. Unit members will be recommended for summer program employment by the summer program principals, and approved by the Director, Human Resources, who will send a written offer of employment, including training and other requirements, to the unit member. The unit member who is offered summer program employment shall sign and return the offer within five (5) days of notification or be deemed to have declined the offer. Preference shall be given to personnel who during the regular school year are ASTA bargaining unit members in the Anaheim Union High School District, hold an appropriate teaching credential, are permanent teachers, probationary or temporary teachers who have been offered and accepted employment for the next school year and are currently teaching or have taught in the subject area in the past at any level. ASTA bargaining unit members shall be hired prior to non-AUHSD applicants, except that the District shall have the right to hire up to 10% non-AUHSD applicants for summer program positions. A bargaining unit applicant who is not selected to teach in a summer program may be provided a written rationale upon request.

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

18.1.3.2 The District will make all reasonable efforts to ensure that equipment is safeguarded in all summer program lab and/or shop classes when

the teacher in the classroom during the regular year is not teaching summer program.

18.2 Working Hours

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

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

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

18.3 Cancelled Class Procedures

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

18.4 Evaluation Procedures

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

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

18.5 Wages and Benefits

18.5.1 Hourly Rate

Summer program teachers will be paid an hourly wage determined by the current H o u r l y Rate of pay.

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

18.6 Sick Leave, Personal Illness and Injury

18.6.1 Annual Sick Leave and Accumulation

Members of the bargaining unit shall be entitled to sick leave credit equivalent to the total daily hours for the summer program worked. The summer program must be a minimum of 19 days and the employee must work at least 75% of the summer

program work days to qualify for the sick leave credit. Summer program unused sick leave and regular contract sick leave shall be accumulated from year to year. If a unit member has used his/her sick leave earned during the summer program, and requires additional sick leave, such sick leave shall be deducted from the unit member's regular accumulated sick leave or the unit member shall take short term leave without pay. (Article 8, section 8.12)

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

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

18.6.2 Procedures for Taking Sick Leave

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

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

18.7 Release Time

18.7.1 Release Time - Grievance Processing

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

18.7.2 Release Time - Association Business

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

ARTICLE 19: FACULTY ADVISORY COUNCIL

19.1 Yearly Election

Each school site shall hold a yearly election conducted by the Association Site Representative and the Principal during the first quarter of each school year to determine if they wish to establish a Faculty Advisory Council. A two-thirds (2/3) vote of the teaching staff is required to establish the Council.

19.2 Participants

The Faculty Advisory Council shall be composed of a minimum of three (3) to a maximum of five (5) teachers elected by the majority of the teachers at the site.

19.3 Meetings

The Council shall meet on a regular basis and act as an advisory panel to the site administration on issues including, but not limited to, master schedule, school discipline, attendance policies, and local site budget.

ARTICLE 20: PROFESSIONAL DEVELOPMENT/PROFESSIONAL LEARNING

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that an effective professional learning plan considers the complexities of teaching and student learning, while focusing on continuous improvement of the teaching practice. Administrators and teachers shall work together to build a collaborative and trusting environment in which both parties are valued equally to achieve that goal. Unit members at each site shall be afforded the opportunity to actively participate in the planning of professional development activities throughout the school year. Administrators and teachers shall utilize a variety of site-based shared decision making structures, including Site Leadership Teams and Professional Learning Communities, to ensure the needs of unit members, the departments, and the site are met.

ARTICLE 21: BEGINNING TEACHERS SUPPORT AND ASSESSMENT PROGRAM

In the implementation of the Marian Bergeson Beginning Teacher Support and Assessment (BTSA) program, the District and the Association agree to abide by Education Code Article 4.5, Section 44279.1 and regulations promulgated by the State Department of Education.

21.1 Purpose

21.1.1 Provide an effective transition into the teaching career for the first year and second year teachers in California.

21.1.2 Improve the educational performance of pupils through improved training, information and assistance to new teachers.

21.1.3 Enable beginning teachers to be effective in teaching pupils who are culturally, linguistically, and academically diverse.

21.1.4 Ensure the professional success and retention of new teachers.

21.1.5 Ensure that a Support Provider provides intensive individualized support and assistance to each participating beginning teacher.

21.1.6 Improve the rigor and consistency of individual teacher performance assessments and the usefulness of assessment results to teachers and decision-makers.

21.1.7 Establish an effective, coherent system of performance assessments that are based on the California Standards for the Teaching Professional adopted by the Commission, January 1997.

21.1.8 Examine alternative ways in which the general public and the educational profession may be assured that new teachers who remain in teaching have attained acceptable levels of professional competence.

21.1.9 Ensure that an individual induction plan is in place for each BTSA Participating teacher and is based on an ongoing assessment of the development of the beginning teacher.

21.1.10 Ensure continuous program improvement through ongoing research, development and evaluation.

21.2 BTSA Participating Teachers

Participating in the BTSA program shall be required for eligible teachers.

21.2.1 Criteria To Be Met By BTSA Participating Teachers

21.2.1.1 State eligible (meet requirements of first or second year with preliminary or clear credential).

21.2.1.2 Recommended and approved for participating by the District.

21.2.2 Example of BTSA Participating Teacher Activities

21.2.2.1 Demonstrate an understanding of the professional induction process through active engagement in the BTSA program.

21.2.2.2 Create and implement and Individual Induction Plan (IIP) together with the BTSA Support Provider.

21.2.2.3 Develop a teaching portfolio that provides a basis for continued examination of professional practice and growth.

21.2.2.4 Participate in the support and training activities including orientations, multicultural training, peer support seminars, discussion groups and demonstration lessons.

21.2.2.5 Participate in the assessment process and use of the results to chart professional development through further support and training activities.

21.2.2.6 Maintain a reflective journal to record higher thought processes on the teaching/learning context.

21.2.2.7 Participate in the program evaluation process and provide feedback to the BTSA Support Provider and Director.

21.3 BTSA Support Provider Selection

21.3.1 Criteria To Be Met For BTSA Support Provider Nomination and Assessment

21.3.1.1 Be a credentialed classroom teacher in the ASTA bargaining unit with permanent status providing direct classroom instruction at least 60% of the school day.

21.3.1.2 Have five (5) years recent classroom experience.

21.3.1.3 Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different context.

21.3.1.4 No more than 10% of the BTSA support providers can be excluded from the 60% direct classroom instruction agreement.

21.3.2 The following criteria will be considered:

21.3.2.1 Demonstrates knowledge and commitment to subject matter.

21.3.2.1.1 Subject matter expertise

21.3.2.1.2 Ability to convey enthusiasm for the subject to students.

21.3.2.1.3 Uses a wide variety of teaching strategies.

21.3.2.2 Demonstrates belief in student ability to succeed.

21.3.2.2.1 Commitment to setting high expectations for students.

21.3.2.2.2 Competence to teach at various student ability levels.

21.3.2.2.3 Willingness to give special attention to students requiring assistance.

21.3.2.2.4 Success in fostering excellent student performance.

21.3.2.3 Gives evidence of professional stature.

21.3.2.3.1 Leadership, e.g., in organizing projects on his/her own initiative.

21.3.2.3.2 Recognition by those in the same profession.

21.3.2.3.3 Respect of his/ her colleagues.

21.3.2.3.4 Teaching skills for working with students from different racial, linguistic and cultural backgrounds.

21.3.3 Examples of BTSA Support Provider Activities

21.3.3.1 Provide assistance and guidance to new teachers.

21.3.3.2 Provide staff development for teachers.

21.3.3.3 Develop curriculum.

21.3.3.4 Establish a forum allowing for the exchange of new ideas and materials.

21.3.3.5 Assist teachers with classroom management/organization/discipline skills.

21.3.3.6 Participate in a program of professional growth designed to improve mentor skills.

21.4 Selection Committee for BTSA Support Providers

The Committee shall consist of the President of the Anaheim Secondary Teachers Association, one BTSA Lead Teacher and the Assistant Superintendent of Human Resources.

Rights and Responsibilities of the Selection Committee:

21.4.1 The Selection Committee shall seek applications for the BTSA program from the body of eligible classroom teachers.

21.4.2 For each classroom teacher recommended, the committee shall specify a term of BTSA service of two (2) years. BTSA Support Providers may request reappointment through the Selection Committee until the six (6) year maximum is reached. The Selection Committee will consider the recommendation from the Director.

21.4.3 Material contained in the applicant's personnel file, including letters of recommendation and evaluations shall not be made available to or used by the committee unless expressly authorized in writing by the applicant.

21.4.4 The Selection Committee will review BTSA Support Provider applications and may conduct classroom observations of the candidates.

21.4.5 The Selection Committee will select candidates for BTSA Support Provider by a majority vote of the Committee.

21.4.6 The process will include reviewing applications and references, and conducting personal interviews. The Selection Committee will recommend BTSA Support Provider candidates and a list of alternates.

21.5 BTSA Support Provider Rights and Responsibilities

21.5.1 BTSA Support Providers may be released from classroom duties. Release time may be for workshops, inservice activities, observations, and other related duties.

21.5.2 BTSA Support Providers are not to perform any administrative duties or participate in the summative evaluation of other teachers.

21.5.3 BTSA Support Providers are not exempt from normal, routine teacher duties at their site.

21.6 Evaluation of the BTSA Support Provider

Evaluation of the BTSA Support Provider classroom duties shall be in accordance with District policy, practice and the certificated bargaining agreement.

21.6.1 General Provisions

21.6.1.1 No expense required by the operation of this program shall be budgeted or charged to the general fund. If the funding is decreased at any time during the life of the program, all facets of the program will be decreased proportionally.

21.6.1.2 If for any reason a BTSA Support Provider is unable to complete the designated term, the Director may recommend a replacement from committee recommended alternates and the respective stipend shall be prorated.

21.6.1.3 Following a term of service, a BTSA Support Provider must wait one (1) year to reapply unless there are no BTSA Support Providers available.

21.7 Board Action

21.7.1 The District Governing Board may meet in Closed Session to consider the appointment of any nominees to be a BTSA Support Provider in the same manner that it may consider the appointment or employment of other employees.

21.7.2 Final designation of any person as a BTSA Support Provider shall be by action of the Governing Board of the school district from persons nominated. The Governing Board may reject any nomination.

ARTICLE 22: PEER ASSISTANCE AND REVIEW

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

22.1 Joint Committee

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

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

The Joint Committee shall be responsible for the following:

22.1.1 Providing annual training for the Joint Committee members.

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

22.1.3 Selecting the panel of Consulting Teachers.

22.1.4 Selecting trainers and/or training providers.

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

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

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

22.1.8 Adopting Rules and Procedures for effectuating the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.

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

22.1.10 Establishing a procedure for application as a Consulting Teacher.

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

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

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

22.2 Confidentiality

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

22.3 Hold Harmless

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

22.4 PAR Participating Teachers

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

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

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

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

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

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

22.5 Consulting Teachers

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

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

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

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

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

22.5.2.1 A reference from a building principal or immediate supervisor.

22.5.2.2 A reference from an Association representative.

22.5.2.3 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

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

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

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

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

22.6 Procedure

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

22.7 Performance Goals

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

22.8 Assistance Plan

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

22.9 Observations

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

22.10 Progress

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

22.11 Reporting

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

22.12 Limitations

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

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

22.13 Results

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

22.14 Unresolved Issues

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

ARTICLE 23: DURATION

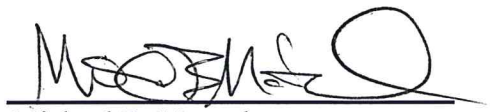
This Agreement shall remain in full force and effect through the first teacher work day of the 2020-2021 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2019-2020, Article 14, Wages and Items Related to Wages, and Article 15, Health and Welfare Benefits, 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 2019-2020. 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 2018-2019 and 2019-2020 notwithstanding the results of the limited reopener of negotiations as outlined above.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: 

Michael B. Matsuda
Superintendent

ANAHEIM SECONDARY TEACHERS ASSOCIATION

By:

Grant Schuster
President

Anaheim Union High School District
2018-2019
Student/Teacher Calendar

July 2018					November 2018					March 2019				
2	3	4*	5	6				1	2					1
9	10	11	12	13	5	6	7	8	9	4	5	6	7	8<
16	17	18	19	20	12*	13	14	15	16	11	12	13	14	15*
23	24	25	26	27	19	20	21	22*	23*	18	19	20	21	22
30	31				26	27	28	29	30	25	26	27	28	29
August 2018					**December 2018**					**April 2019**				
		1	2	3	3	4	5	6	7	1	2	3	4	5
6++	7+	8	9	10	10	11	12	13	14	8	9	10	11	12
13	14	15	16	17	17	18	19	20#	21<	15	16	17	18	19
20	21	22	23	24	24*	25*	26	27	28	22	23	24	25	26
27	28	29	30	31	31*					29	30			
September 2018					**January 2019**					**May 2019**				
3*	4	5	6	7		1*	2	3	4			1	2	3
10	11	12	13	14	7	8	9	10	11	6	7	8	9	10
17	18	19	20	21	14	15	16	17	18	13	14	15	16	17
24	25	26	27	28	21*	22	23	24	25	20	21	22#	23<	24+
					28	29	30	31		27*	28	29	30	31
October 2018					**February 2019**					**June 2019**				
1	2	3	4	5<					1++	3	4	5	6	7
8++	9	10	11	12	4	5	6	7	8	10	11	12	13	14
15	16	17	18	19	11*	12	13	14	15	17	18	19	20	21
22	23	24	25	26	18*	19	20	21	22	24	25	26	27	28
29	30	31			25	26	27	28						

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 28-June 3) 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 8	--	Oct	5
2	48	Oct 9	--	Dec	21
3	41	Jan 7	--	Mar	8
4	49	Mar 18	--	May	23

180 Student Days
185 Teacher Days

Progress Reports Due Fridays at **10:00 a.m.** at the site on:
September 14, 2018
November 9, 2018
February 8, 2019
April 19, 2019

Grades Due Fridays at **10:00 a.m.** at the site on:
October 12, 2018
January 11, 2019
March 22, 2019
May 24, 2019

Board Approved: 1/18/2018

Anaheim Union High School District
2019-2020
Student/Teacher Calendar

July 2019					August 2019					September 2019				
1	2	3	4*	5				1	2	2*	3	4	5	6
8	9	10	11	12	5++	6+	7	8	9	9	10	11	12	13
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27
29	30	31			26	27	28	29	30	30				

October 2019					November 2019					December 2019				
	1	2	3	4<					1	2	3	4	5	6
7++	8	9	10	11	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11*	12	13	14	15	16	17	18	19#	20<
21	22	23	24	25	18	19	20	21	22	23	24*	25*	26	27
28	29	30	31		25	26	27	28*	29*	30	31*			

January 2020					February 2020					March 2020				
			1*	2	3					1	2	3	4	5
6	7	8	9	10	10*	11	12	13	14	8	9	10	11	12
13	14	15	16	17	17*	18	19	20	21	15	16	17	18	19
20*	21	22	23	24	24	25	26	27	28	22	23	24	25	26
27	28	29	30	31++						29	30			

April 2020					May 2020					June 2020				
		1	2	3					1	1	2	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	23	24	18	19	20#	21<	22+	22	23	24	25	26
27	28	29	30		25*	26	27	28	29	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: 1/18/2018

ANAHEIM UNION HIGH SCHOOL DISTRICT

2018/2019 TEACHERS' SALARY SCHEDULE

Step and Column Placement

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	**I**	**II**	**III**	**IV**
01	$52,748	$56,898	$61,736	$67,264
02	$55,942	$60,086	$64,924	$70,451
03	$59,126	$63,280	$68,110	$73,647
04	$62,320	$66,462	$71,302	$76,837
05	$65,512	$69,658	$74,494	$80,025
06	$68,704	$72,848	$77,687	$83,214
07	$71,897	$76,037	$80,878	$86,409
08	$75,086	$79,231	$84,065	$89,604
09	$78,283	$82,421	$87,259	$92,796
10	$81,468	$85,617	$90,456	$95,987
11	$84,665	$88,817	$93,647	$99,175

Longevity Schedule for Years of Credentialed Teaching in AUHSD

LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	$89,435	$93,587	$98,417	$103,945
21	$94,205	$98,357	$103,187	$108,715
26	$98,975	$103,127	$107,957	$113,485

Doctorate: $2,327

National Board Certification $2,327

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

Initial Salary Placement: See Article 14.3.2

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

Board of Trustees
March 5, 2019
Effective: July 1, 2018

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2018-19
SENIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2018-2019 Teachers Salary Schedule

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

POSITION	**PAY**	**PERCENTAGE**
Jazz Band	$1,576	2.77
Accompanist	$1,690	2.97
Academic Decathlon (1 per school)	$2,555	4.49
Kiwanis Bowl (1 per school)	$2,555	4.49
Mock Trial (1 per school)	$2,555	4.49
CTSO	$2,555	4.49
Journalism	$2,896	5.09
Photo Advisor	$2,896	5.09
Yearbook	$3,266	5.74
Assistant Band Director	$3,266	5.74
Assistant Dance	$3,266	5.74
Speech	$3,442	6.05
Debate	$3,442	6.05
Vocal	$3,818	6.71
Speech Debate	$3,818	6.71
Dance	$3,818	6.71
Drama	$3,818	6.71
Band	$5,593	9.83
Drill Team	$5,593	9.83
Colorguard (1 person)	$5,593	9.83

Percentages below shall be equal to Column II, Step 1 of the 2018-2019 Teachers Salary Schedule

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

SPORT	POSITION	PAY	PERCENTAGE
Football	Head Varsity	$5,593	9.83
	Assistant Varsity	$3,670	6.45
	Junior Varsity	$3,442	6.05
	Sophomore	$3,442	6.05
	Freshman	$3,442	6.05
	Assistant Fr/Soph	$3,107	5.46
Cross Country	Head Varsity Men & Women	$3,670	6.45
	Head Varsity	$3,442	6.05
	Assistant or Lower Level	$3,107	5.46
Volleyball	Head Varsity & JV	$3,818	6.71
	Head Varsity	$3,442	6.05
	Assistant or Lower Level	$3,107	5.46
Song and Cheer	Varsity Song/Cheer (1 person)	$5,593	9.83
	Varsity Songleader	$2,799	4.92
	Varsity Cheerleader	$2,799	4.92
Tennis	Head Varsity & JV	$3,818	6.71
	Head Varsity	$3,442	6.05
	Assistant or Lower Level	$3,107	5.46
Water Polo	Head Varsity & JV	$3,818	6.71
	Head Varsity	$3,442	6.05
	Assistant or Lower Level	$3,107	5.46
Basketball	Head Varsity	$4,313	7.58
	Assistant or Lower Level	$3,442	6.05
Soccer	Head Varsity & JV	$3,818	6.71
	Assistant or Lower Level	$3,107	5.46
Wrestling	Head Varsity Men & Women	$4,751	8.35
	Head Varsity Men	$4,313	7.58
	Head Varsity Women	$4,313	7.58
	Assistant or Lower Level	$3,442	6.05
Softball	Head Varsity	$4,313	7.58
	Assistant or Lower Level	$3,442	6.05

Percentages below shall be equal to Column II, Step 1 of the 2018-19 Teachers Salary Schedule

ATHLETICS, continued

SPORT	POSITION	PAY	PERCENTAGE
Baseball	Head Varsity	$4,313	7.58
	Assistant or Lower Level	$3,442	6.05
Badminton	Head Varsity & JV	$3,670	6.45
	Head Varsity	$3,442	6.05
	Assistant or Lower Level	$3,107	5.46
Golf	Head Varsity	$3,107	5.46
Swimming	Head Varsity & JV	$3,818	6.71
	Head Varsity Men & Women	$3,818	6.71
	Head Varsity	$3,442	6.05
	Assistant or Lower Level	$3,107	5.46
Track	Head Varsity & JV	$4,751	8.35
	Head Varsity Men & Women	$4,751	8.35
	Head Varsity Men	$4,313	7.58
	Head Varsity Women	$4,313	7.58
	Assistant or Lower Level	$3,107	5.46
Trainers	District/Site Certified Athletic Trainer - Fall	$4,313	7.58
	District/Site Certified Athletic Trainer - Winter	$4,313	7.58
	District/Site Certified Athletic Trainer - Spring	$4,313	7.58
	Trainer - Fall	$1,946	3.42
	Trainer - Winter	$1,946	3.42
	Trainer - Spring	$1,946	3.42
	Assistant Trainer - Fall	$1,275	2.24
	Assistant Trainer - Winter	$1,275	2.24
	Assistant Trainer - Spring	$1,275	2.24

3. CIF PLAYOFFS

Pay per week as follows:

- 10% for team and individual sports coaches
- 10% for trainers in team sports

Percentages below shall be equal to Column II, Step 1 of the 2018-19 Teachers Salary Schedule

- 5% for band, drill, song and cheer
- 3% for one (1) Girls and (1) Boys Athletic Director

Team Sports (10 or more participants - 2 coaches)

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

Individual Sports (Less than 10 participants - 1 coach)

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

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

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

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2018-19
SENIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2018-19 Teachers Salary Schedule

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

EFFECTIVE JULY 1, 2017		
POSITION	**PAY**	**PERCENTAGE**
Department Chair: 1 - 5 classes	$2,145	3.77
Department Chair: 6 - 20 classes	$3,072	5.40
Department Chair: 21 - 50 classes	$3,926	6.90
Department Chair: 51 - 70 classes	$4,091	7.19
Department Chair: 71-100 classes	$4,432	7.79
Department Chair: 101 classes or over	$4,774	8.39
Activities Director	$7,818	13.74
Assistant Activities Director	$2,651	4.66
District Athletic Director	$7,818	13.74
Athletic Director (Girls Program)	$7,818	13.74
Athletic Director (Boys Program)	$7,818	13.74

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	**PAY**
PAR Joint Committee Member	$4,660
PAR Consulting Teacher	$4,660
BTSA Support Provider (stipend is per PT)	$2,333

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2018-19
JUNIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2018-19 Teachers Salary Schedule

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

POSITION	**PAY**	**PERCENTAGE**
Journalism	$1,286	2.26
Accompanist	$1,286	2.26
Jazz Band	$1,576	2.77
Pentathlon	$1,690	2.97
Pep Club or Dance	$2,287	4.02
Vocal Music	$2,287	4.02
Drama	$2,287	4.02
Yearbook	$2,287	4.02
Speech and Debate	$2,287	4.02
Band	$3,266	5.74

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

POSITION	PAY	PERCENTAGE
Assistant Intramural Sports Coach	$1,889	3.32
Intramural Sports Coach	$2,555	4.49
After School Program Activities Facilitator	$2,555	4.49

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2018-19
JUNIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2018-19 Teachers Salary Schedule

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

EFFECTIVE JULY 1, 2014		
POSITION	**PAY**	**PERCENTAGE***
Department Chair: 1 - 5 classes	$2,145	3.77
Department Chair: 6 - 20 classes	$3,072	5.40
Department Chair: 21 - 50 classes	$3,926	6.90
Department Chair: 51 - 70 classes	$4,091	7.19
Department Chair: 71-100 classes	$4,432	7.79
Department Chair: 101 classes or over	$4,774	8.39
Activities Director	$3,818	6.71
District Intramural Sports Director	$3,818	6.71
Intramural Sports Director	$3,818	6.71

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	**PAY**
PAR Joint Committee Member	$4,660
PAR Consulting Teacher	$4,660
BTSA Support Provider (Stipend is per PT)	$2,333

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**

SIGN IN

Open your browser and access the SmartFind*Express* 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 <u>required</u> 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.

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM

Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL 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

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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 SmartFind*Express*. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFind*Express*.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFind*Express,* 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 SmartFind*Express screens, such as the Return to List and Continue buttons.*

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM

Classified & Certificated Employee Quick Reference

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

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)

Classified & Certificated Employee Quick Reference

TELEPHONE ACCESS INSTRUCTIONS

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

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

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

ANAHEIM UNION HIGH SCHOOL DISTRICT
EVALUATION WORKSHEET

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

This Evaluation Worksheet will be used to document the evaluation process. A copy will be attached to the Final Evaluation.

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview provided ❑ Seating chart provided ❑ Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview provided ❑ Seating chart provided ❑ Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4th quarter and no later than 30 days prior end of school year)			

TEACHER EVALUATION
PRELIMINARY CONFERENCE

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

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

☐ **TIER ONE TEACHER EVALUATION**

A Tier One Teacher is a unit member who has between one and ten years of service in the Anaheim Union High School District. Tier One evaluations are done through the formal observation process. The frequency of evaluation shall take place as follows: (1) Temporary and probationary teachers must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year.

☐ **TIER TWO TEACHER EVALUATION**

A Tier Two Teacher is a tenured teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. A Tier Two teacher may select to be evaluated using the Project and Reflective Essay or the Tier One Evaluation Process (formal observation).

☐ **Option 1: Project and Reflective Essay**

The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the CSTP Goals and Objectives. The requirements of the Project and Reflective Essay are outlined in the Appendix E.

☐ **Option 2: Tier One Evaluation Process**

The evaluation shall include the CSTP goals and objectives. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

☐ **PAR REFERRED TEACHER EVALUATION**

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

RECEIPT AND UNDERSTANDING OF EVALUATION PROCEDURES

I had my Preliminary Evaluation Conference in which I selected my evaluation option and have discussed the CSTP goals and objectives with the administrator conducting the evaluation. I have a clear understand of the evaluation process and the criteria on which I will be evaluated.

_____	_____	_____
Date	Name of Evaluatee	Evaluatee's Signature
_____	_____	_____
Date	Name of Evaluator	Evaluator's Signature

TEACHER EVALUATION
PRELIMINARY CONFERENCE

The California Standards for the Teaching Profession (CSTP) Goals and Objectives descriptions is a comprehensive and exhaustive list which will be utilized in the evaluation process.

1. Engaging and Supporting Students in Learning

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

2. Creating and Maintaining Effective Environments for Student Learning

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

3. Understanding and Organizing Subject Matter for Student Learning

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

4. Planning Instruction and Designing Learning Experiences for Students

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

5. Assessing Students for Learning

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

6. Developing as a Professional Educator

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

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

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE

(to be distributed prior to the formal observation)

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

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

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

Reflective Questions for Guided Conversation:

Please reflect upon the following questions. The evaluator and evaluatee may discuss some or all of the following questions at the post-observation conference:

How do I engage students in learning?

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

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

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

How do I assess student learning?

What intervention strategies do I use with struggling students?

What activities contribute to my professional growth?

INFORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee:_____ School or Work Location:_____

Assignment:_____ Evaluator:_____

Date of Observation:_____ Time in_____ Time out_____

SUMMARY OF LESSON

CSTP EVIDENCE

OBSERVED SUCCESS(ES)/STRENGTH(S):

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

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

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

INFORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS
_____APPROACHING STANDARDS
_____UNSATISFACTORY

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

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

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

For Rebuttal Only:

Rebuttal Attached □ Yes □ No
A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

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

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

Date of Follow-Up Conference: _____

Attachments:

FORMAL OBSERVATION FORM

☐ Tier One **☐ Tier Two** **☐ PAR Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) (formal or informal) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee:_____ School or Work Location:_____

Assignment:_____ Evaluator:_____

Date of Observation:_____ Period:_____

For Formal Observations teachers will supply the evaluator with the following information to be included as attachments to this document:

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

SUMMARY OF LESSON:

1. Engaging and Supporting Students in Learning
   - 1.1 Using knowledge of students to engage them in learning
   - 1.2 Uses a variety of instructional strategies and resources
   - 1.3 Facilitates learning experiences that promote autonomy, interaction and choice
   - 1.4 Engages students in problem solving, critical thinking and other activities to make subject matter meaningful
   - 1.5 Promotes self-directed, reflective learning for all students

2. Creating and Maintaining Effective Environments for Student Learning
   - 2.1 Creates a physical environment that engages all students
   - 2.2 Establishes a climate that promotes fairness and respect
   - 2.3 Promotes social development and group responsibility
   - 2.4 Establishes and maintains standards for student behavior
   - 2.5 Plans and implements procedures and routines that support student learning
   - 2.6 Uses instructional time effectively

3. Understanding and Organizing Subject Matter for Student Learning
   - 3.1 Demonstrates knowledge of subject matter content
   - 3.2 Organizes curriculum to support student understanding of subject matter
   - 3.3 Interrelates ideas & information across subject matter areas

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter
3.5 Uses materials, resources and technologies to make subject matter accessible to all

4. Planning Instruction and Designing Learning Experiences for Students
   4.1 Draws on students' backgrounds, interests, and developmental learning needs
   4.2 Establishes and articulates goals for student learning
   4.3 Develops and sequences instructional activities and materials for student learning
   4.4 Designs short- and long-term plans to foster student learning
   4.5 Modifies instructional plans to adjust for student needs

5. Assessing Students for Learning
   5.1 Establishes and communicates learning goals for all students
   5.2 Collects and uses multiple sources of information to assess student learning
   5.3 Involves and guides students in assessing their own learning
   5.4 Uses the results of assessment to guide instruction
   5.5 Communicates with students & families about student progress

6. Developing as a Professional Educator
   6.1 Reflects on teaching practice and planning professional development
   6.2 Establishes professional goals and pursuing opportunities to grow professionally
   6.3 Works with communities to improve professional practice
   6.4 Works with families to improve professional practice
   6.5 Works with colleagues to improve professional practice

OBSERVED SUCCESS(ES)/STRENGTH(S):

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

FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

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

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

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS
_____APPROACHING STANDARDS
_____UNSATISFACTORY

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

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

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

For Rebuttal Only:

Rebuttal Attached □ Yes □ No
A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

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

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

Date of Follow-Up Conference: _____

Attachments:

- ❑ Lesson Overview
- ❑ Seating Chart
- ❑ Handouts

FORMAL EVALUATION SUMMARY

☐ Tier One **☐ Tier Two** **☐ PAR Referred**

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

This form shall be used by the evaluator upon completion of the formal observation process. The contents of this form shall be shared by the evaluator with the teacher.

Evaluatee:_____ School or Work Location:_____

Assignment:_____ Evaluator:_____

Date of Final Evaluation Meeting:_____

FORMAL EVALUATION SUMMARY

THIS FINAL FORMAL EVALUATION:

_____MEETING STANDARDS
_____APPROACHING STANDARDS (Teacher will be evaluated the following school year)
_____UNSATISFACTORY (Teacher referred to PAR and Remediation Plan Required)

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

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

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

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

For Rebuttal Only:

Rebuttal Attached □ Yes □ No

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

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

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

Date of Follow-Up Conference: _____

Attachments:

- ❑ Evaluation Worksheet
- ❑ Preliminary Conference Form
- ❑ Formal and Informal Observations
- ❑ Other Documents

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

WORKDAY START TIME

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that when a site modifies the students' normal instructional day to an earlier start time with the purpose of using the accrued minutes to provide for staff development time, that bargaining unit members' work day start time will remain at the time that existed prior to the change in the students' start day.

For example, if the old bell schedule had the students starting at 8:00am, the teachers' workday began at 7:30am. If the new bell schedule has the students starting at 7:50am, then the teachers' workday still begins at 7:30am.

This agreement is dated: June 23, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

INDEPENDENT LEARNING CENTER

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that the Independent Learning Center's program has unique staff needs. Therefore, the Independent Learning Center will be staffed through a process rather than a transfer.

The workday at the Independent Learning Center may consist of flexible hours into the early evening. Nights and weekends are excluded from the workday hours for bargaining unit members assigned to the independent Learning Center. The overall workday hours in a typical week will approximate those commonly found at the other sites.

If bargaining unit members are assigned to work in the summer, they will receive their per diem pay and benefits for the additional work year hours.

If a bargaining unit member at the Independent Learning Center is working without a conference period, section 14.8 of the contract applies.

Section 10.6 regarding the lunch period applies to bargaining unit members at the Independent Learning Center.

This agreement is dated: March 24, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

Date:

Grievant(s):

School/Office:

(If additional space is needed at any point, please attach additional sheets.)

Specify contract article and section allegedly misinterpreted or improperly applied:

Statement of nature of grievance and summary of specific events which led up to the grievance:

Remedy requested:

Date _____ Grievant's Signature _____

Pre-Discussion (if any) Date: _____

STEP 1 PRINCIPAL/SUPERVISOR Date of Step 1: _____

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

---

STEP 2 SUBMISSION TO ADMINISTRATIVE REPRESENTATIVE of the BOARD

(within 20 days from the date of the occurrence or when reasonably known)

Date of submission _____ Grievant's Signature _____

Date of Step 2 hearing _____ (within five days after the filing of the grievance)

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

Date _____ (within five days after the Step 2 hearing)

Administrative Representative of the Board Signature_____

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

STEP 3 APPEAL TO THE SUPERINTENDENT

(within five days after the termination of Step 2)

Date of submission _____ Grievant's Signature _____

Statement of Reason for Appeal:

Date of Step 3 hearing _____ (within ten days after the receipt of the appeal)

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

Date _____ (within five days after the Step 3 hearing)

Superintendent's Signature_____

Appeal to ARBITRATION

Date _____ Grievant's Signature _____

ARBITRATION

Date of submission to Arbitration_____ Date of hearing _____

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

FINAL DISTRIBUTION: Copies to: Superintendent, Grievant, Respondent, ASTA
Revised 2-2012

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

INSTRUCTIONAL PERIODS AT TRADITIONAL AND SPECIALIZED SITES/PROGRAMS

The Anaheim Secondary Teachers Association (ASTA) and the Anaheim Union High School District (AUHSD) agree there are currently specialized programs and school sites that serve unique student needs such as Polaris (Independent Studies), Gilbert High School (Continuation), Hope School, Oxford Academy, Community Day School and the Independent Learning Center. It is also agreed there may be other innovative specialized programs that will serve students in the future. It is recognized that unique structures and schedules may be developed to accommodate the needs of these programs and may be different than traditional comprehensive high schools and junior high schools.

Therefore it is agreed and clarified that:

Traditional comprehensive high schools have a six (6) instructional period structure. Teachers in this setting are assigned to teach five (5) instructional periods with one (1) conference period.

- Traditional comprehensive junior high schools have a seven (7) instructional period structure. Teachers in this setting are assigned to teach six (6) instructional periods with one (1) conference period.

- Structures that increase or reduce the number of instructional periods at traditional comprehensive high schools and junior high schools will require an ASTA waiver or a negotiated agreement through contract language or MOU.

- Advisory, SSR, cluster or other non-instructional periods are not counted as instructional periods listed above.

It is further agreed that:

- Non-traditional/non-comprehensive schools that meet the specialized needs of students may have a structure with more or less instructional periods compared to the traditional comprehensive structure listed above.

- These non-traditional structures at non-traditional sites are not a violation of the contract and therefore do not require an ASTA waiver vote as long as other provisions of the contract are followed.

- If a staff member is involuntarily transferred to or currently works at a specialized site with a non-traditional structure prefers to be assigned to a comprehensive school site, he/she may request a transfer. Requests are subject to availability and must be compliant with proper credential authorization.

It is also agreed that:

- All other provisions of the ASTA/AUHSD contract apply to unit members at both the traditional comprehensive and specialized sites and programs unless otherwise specified in the contract.
- Article 14.8 applies only to unit members who teach an additional instructional period in lieu of their assigned conference period.
- If it becomes necessary to waive contract language the following must occur prior to an ASTA vote is held:
    - The Assistant Superintendent of Human Resources and ASTA President will agree in writing the exact contract language to be waived. This information will be shared with the unit members at the site and included on the voting ballot.
    - The District representative and ASTA representative will attend an informational meeting at the school site to clarify and discuss the potential impact of the contract language waiver.

This MOU agreement is effective June 12, 2013 and resolves any present or past dispute.

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teacher's Association (ASTA) agree to the following regarding health and welfare:

Article 15.1.1 – Medical Insurance
Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from $13,189 to $13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

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

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 ASTA may request to re-open negotiations on health and welfare for 2014.

This agreement is dated: November 7, 2013

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
Anaheim Secondary Teacher's Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

EARLY RETIREMENT INCENTIVE

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

It is understood that this offer is contingent upon a sufficient number of bargaining unit members retiring to make the implementation financially feasible for the District.

This agreement is dated: September 16, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change for 2015

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teacher's Association (ASTA) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 14, 2014. The change is effective on January 1, 2015:

PPO

- Change the family deductible from $825 to $1,100.
- Require prior authorization for compound drugs and H.P. Acthar Gel, and add retrospective drug utilization.
- Change the mental health & substance abuse provider from MHN to Holman.

HMO

- Change the Out-of-Pocket Maximum from $1,000 Single/$2,000 2-Party/$3,000 Family to $2,000 Single/$4,000 Family.

The negotiated maximum District contribution to the blended super composite rate for 2015 is $14,101 (Board approved on October 16, 2014).

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

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 ASTA may request, and the other party will agree, to re-open negotiations on health and welfare for 2015.

This MOU is dated: November 6, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Dean Elder
President
Anaheim Secondary Teacher's Association

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Plan Changes for 2016 Plan Year

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teachers Association (ASTA) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 6, 2015. The changes are effective on January 1, 2016:

PPO

- Co-pay for non-preferred formulary prescription drugs will change from $40 to $50.
- Prior Authorization (PA) shall be required for certain non-preferred prescription drugs effective January 1, 2016, for new users under the Express Scripts Advantage PA and Limited PA programs. Current users of these drugs (prior to January 1, 2016) shall not be subject to the PA program.

HMO

- Co-pay for non-preferred formulary prescription drugs will change from $40 to $50.

This MOU has no effect on any other portion of the District's benefit plan. There shall be no other changes to the District's health and welfare plans.

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 ASTA may request, and the other party shall agree, to re-open negotiations on health and welfare for 2016.

This MOU is dated: December 10, 2015

Brad Jackson
Interim Assistant Superintendent
Human Resources

Dean Elder
President
Anaheim Secondary Teacher's Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Peer Assistance & Review – Article 22

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

- Updated procedures and practices to support teachers participating in the PAR process.
- Contract language that reflect the procedures and practices to be followed regarding the PAR process.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

APPENDIX N

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Student Discipline – Article 13.6

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

- Support systems that assist teachers in learning and effectively implementing Multiple Tiered Systems of Support (MTSS), Positive Behavioral Intervention Systems (PIS) and Restorative Practices.

- Contract language that incorporates MTSS, PBIS and Restorative Practices.

The joint work group shall also serve to provide input regarding the implementation of such practices and support systems. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

APPENDIX O

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Department Supplies

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree for the 2015-2016 school year only, each department designated by the Departments indicated in Article 14.2.3 shall receive $500 per year for supplies related to classroom teaching.

This agreement is dated: January 11, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Special Education Taskforce for Caseload Management

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that properly managing special education teacher caseloads presents unique challenges. The parties agree to form a joint work group to assess the District's current models of service delivery in inclusive settings and to make any recommended changes to that model.

This work group shall be formed prior to February 1, 2016, and report its recommendations by no later than May 1, 2016. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. The work group shall include representatives from the following positions: special and general education teachers, psychologists, speech and language pathologists, counselors, and program specialists. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days.

The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: January 11, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

APPENDIX Q

MEMORANDUM OF UNDERSTANDING
BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Beginning Teachers Support and Assessment Program – Article 21

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to review and recommend changes as the District moves from the Beginning Teachers Support and Assessment Program to the Induction Model.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

APPENDIX R

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Article 8: Leaves

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to for the following purposes:

- To review Article 8.20 Extended Illness Leave for compliance with recent legislative changes. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.

- To review Article 8.23 Catastrophic Leave, Board Policy 6602 and Education Code provisions for consistency. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.

This work group shall be formed prior to October 1, 2017, and provide any findings or recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MUTUAL AGREEMENT TO EXCEED
ARTICLE 11.9 AND 11.9.1
STUDENT LOAD MAXIMUMS

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

This form is to be used for exceeding the maximum student load for bargaining unit members outlined in Article 11.9 and 11.9.1 only.

School:

Teacher:

Department:

Course(s):

Applicable Period of the Agreement (Not to exceed the current school year):

Rationale for Exceeding the Maximum

Student Load

Current Student Load _____ Date _____

Agreed to Student Load _____ Effective Date _____

Agreement Signatories

Date _____ Unit Member's Signature _____

Date _____ Administrator's Signature _____

FINAL DISTRIBUTION: Copies to: AUHSD Human Resources, ASTA, Unit Member, Site Principal,
10-2017

APPENDIX T