

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

NOTICE OF SPECIAL MEETING

Date: November 14, 2014

To: Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Al Jabbar, P.O. Box 3520, Anaheim, CA 92803-3520

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

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

Monday, the 17th day of November 2014

in the District Board of Trustees' Conference Room,
501 N. Crescent Way, Anaheim, California

5:00 p.m. Open Session

1. **CALL TO ORDER-ROLL CALL**
2. **ADOPTION OF AGENDA**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENTS, OPEN SESSION ITEM**
5. **ITEMS OF BUSINESS**

Public Hearing, Disclosure of Collective Bargaining Agreement with APGA

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for 2014-15, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of

the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

After the negotiation process with APGA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

Budget Implication:

There will be no impact to the budget.

Staff Recommendation:

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

Adoption of the 2014-15 Collective Bargaining Agreement with APGA

Background Information:

The District and the Anaheim Personnel and Guidance Association (APGA) currently have a three-year agreement for the 2013-14, 2014-15, and 2015-16 school years. Per Article 20, the agreement includes reopeners for 2014-15 and 2015-16 on wages, health and welfare, Article 11-pupil to counselor ratio, and an additional article selected by each party. The District and APGA brought forth proposals to begin the reopeners negotiations for 2014-15 and negotiations commenced in the spring of 2014. A tentative agreement was reached on October 31, 2014. The tentative agreement was ratified by unit members of APGA.

Current Consideration:

The tentative agreement includes a 2.5 percent increase on the salary schedule retroactive to the beginning of the 2014-15 year and an increase to the District's maximum contribution to the benefits cap for medical insurance beginning in 2015. The agreement also includes other contract language changes.

Budget Implication:

Increases to employees' salary, health benefits, and stipends, effective July 1, 2014, for APGA unit members will impact the budget with an additional estimated expense of \$231,000 million. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2014-15 collective bargaining agreement with APGA. **[EXHIBIT A]**

6. ADJOURNMENT



Michael B. Matsuda
Superintendent

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

BOARD OF TRUSTEES
Special Meeting Agenda
Monday, November 17, 2014
5:00 p.m.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

Meetings are recorded for use in the official minutes.

1.	CALL TO ORDER–ROLL CALL	<i>ACTION ITEM</i>
2.	ADOPTION OF AGENDA	<i>ACTION ITEM</i>
3.	PLEDGE OF ALLEGIANCE	<i>ACTION ITEM</i>
4.	PUBLIC COMMENTS, OPEN SESSION ITEM	<i>INFORMATION ITEM</i>
5.	ITEMS OF BUSINESS	

Board President Brian O'Neal will lead the Pledge of Allegiance to the Flag of the United States of America.

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

5. ITEMS OF BUSINESS

5.1	<u>Public Hearing, Disclosure of Collective Bargaining Agreement with APGA</u>	<i>INFORMATION ITEM</i>
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Staff Recommendation:

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

5.2

Adoption of the 2014-15 Collective Bargaining Agreement with APGA

ACTION ITEM

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Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2014-15 collective bargaining agreement with APGA. **[EXHIBIT A]**

6. **ADJOURNMENT**

ACTION ITEM

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, November 17, 2014.

AGREEMENT

between the

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

and the

**ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION**

for the period

September 1, 2013

through

***the first Counselor work day of
the 2016-17 school year***

~~Approved by the Board of Trustees: December 12, 2013~~

Agreement for 2013-2016

Board Approved: December 12, 2013

Reopener Agreement for 2014-15

Board Approved: Pending

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ARTICLE 5: REASSIGNMENT

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

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

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

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

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

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

| 5.5 [Superseded by Appendix ~~G~~F – MOU] If more than one (1) reassigned unit member is available for special consideration, the principal shall make the selection based on the criteria listed in paragraph 5.2 above.

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

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

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

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

ARTICLE 8: LEAVES OF ABSENCE

8.1 General Provisions

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

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

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

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

8.2 Revocation of Leave

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

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

8.3 Failure to Return to Assignment

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

8.4 Application For Leave

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

November 15. At the discretion of the Director, Human Resources, the aforementioned deadline may be waived.

8.5 Notification of Return or Request For Extension

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

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

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

In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position. Failure to respond or return from leave will be considered job abandonment per Article 8.3. In addition unit members on an unauthorized leave will be immediately be placed on unpaid status.

8.6 Salary Advancement During Leave

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

8.7 Personal Leaves of Absence Without Pay

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

- 8.7.1 Health
- 8.7.2 Maternity, Paternity and Adoption
- 8.7.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.

8.7.4 Child care

8.7.5 Compelling family matters / personal necessity

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

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

8.8 Tragedy Personal Necessity Leave

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

8.9 Maternity Leaves

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

8.10 Industrial Accident and Industrial Illness Leave

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

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

| 8.10.2.1 ~~S/He~~The employee has probationary or permanent status.

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

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

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

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

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

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

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

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

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

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

8.11 Personal Necessity Leave of Absence

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

Permissible personal necessity use:

- 8.11.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.
 - 8.11.1.1 Accident or serious illness involving his/her personal property, or person or property of his/ her immediate family.
 - 8.11.1.2 Court appearance as a litigant or as a witness under order.
 - 8.11.1.3 Religious observances.
 - 8.11.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
 - 8.11.1.5 Becoming a parent by adoption, surrogate or paternity.
 - 8.11.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.
- 8.11.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.
- 8.11.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.
- 8.11.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave. *(This section will be suspended for the 2014-15 school year.)*

8.12 Sabbatical Leave

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

- 8.12.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leave of absences, while not counted as a "year of service" do not constitute a break in consecutive years of service.
- 8.12.2 A leave may be granted for the following reasons:
 - 8.12.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
 - 8.12.2.2 Travel - Engage in foreign or domestic travel during each semester.
 - 8.12.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.
 - 8.12.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.12.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District office location in which service was being rendered at the time of making application for leave, subject to Article 9.
- 8.12.4 A "Sabbatical Leave Group," composed of unit members of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this group shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purpose of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.
- 8.12.5 The number of sabbatical leaves granted for any school year shall be at the sole discretion of the Board of Trustees. If the Board determines to grant sabbatical leaves it shall grant no fewer than one such leave if requested by unit member(s).

- 8.12.6 The unit member must provide a surety bond.
- 8.12.7 The unit member shall agree to serve twice the period of the leave following return to the District.

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

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

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

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

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

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

8.13 Sick Leave

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

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

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

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

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

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

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

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

8.14 Short Term Personal Leave Without Pay

An excused absence without pay for a unit member may be approved for ~~one (1) day~~five (5) days by the principal or certificated supervisor. Upon recommendation of the principal or ~~certificated administrative~~ supervisor, ~~the Director, Human Resources~~the superintendent or designee, may authorize an excused absence without pay for unit members ~~from two (2) to five (5) days up to ten (10) days~~.

8.15 Court Appearance

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

8.16 Jury Duty

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

8.17 Bereavement

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

ARTICLE 10: WORKING HOURS

10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office everyday for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.

10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is 198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis.

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

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

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

10.3 Counselor Meetings

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

10.4 Counselor Professional Development

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The professional development training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) professional development days is not optional and will be supported by site administration. Exceptions can be made in case of a school site emergency which requires the counselor(s) to be present (e.g. to provide support in case of a death of a student or staff member or for other emergency situations affecting a school site).

10.5 Beginning of Semester Professional Development Work Schedule

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

ARTICLE 12: EVALUATION PROCEDURES

12.1 General Provisions

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

12.2 Procedures

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

- 12.2.1 All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the Individual Counselor Performance Plan (Appendix HG). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than May 31 for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.
- 12.2.2 Prior to November 15 of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference.
- 12.2.3 The purpose of the preliminary evaluation conference shall be to review the element and planned activity to be achieved in the following required areas of evaluation:
 - 12.2.3.1 Standard 1: Engage, advocate for and support all students learning.
 - 12.2.3.2 Standard 2: Plan, implement, and evaluate programs to promote academic, career, personal and social development of all students.
 - 12.2.3.3 Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.
 - 12.2.3.4 Standard 4: Collaborate and coordinate with school and community resources.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Counselors

Effective the first workday of the ~~2013-14~~2014-15 school year, the ~~2011-12~~2013-14 Counselors' Salary Schedule, ~~which reflects no furlough days~~, shall be increased by ~~2%~~2.5% to become the ~~2013-14~~2014-15 Salary Schedule and is hereby incorporated into the Agreement as Appendix B-1.

In the event another District employee unit receives an increase in salary greater than ~~2%~~2.5% for the ~~2013-14~~2014-15 school year, ~~that same increase shall be applied to the Counselors' Salary Schedule for the same period of time, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2014-15.~~

In the event the District shows a potential negative balance in Unassigned/Unappropriated Ending Balance (Account 9790) in 2015-16 in the 2nd Interim Report Long Range projection, the District and APGA agree to commence negotiations in Spring of 2015 for the 2015-16 school year.

14.2 Salary - Extra-Service Pay

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

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the ~~2013-14~~2014-15 ~~Teachers'~~Counselors' Salary Schedule (Appendix B-2) and the amount will increase as the ~~Teachers'~~Counselors' Salary Schedule increases.

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

14.3 Salary Schedule Placement Advancement and Structure

14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours

14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree

14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

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 ~~\$825~~\$1,100 per family, for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for ~~2014~~2015 of ~~\$1,142~~\$1,200 per month of ~~\$13,705~~\$14,399 per year per enrolled unit member, or

HMO: HMO insurance for unit members and eligible dependents utilizing Blue Cross in the amount not to exceed the super composite rate established for ~~2014~~2015 of ~~\$1,106~~\$1,149 per month or ~~\$13,272~~\$13,792 per year per enrolled unit member.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the ~~2014~~2015 calendar year, the District's contribution to the blended super composite rate shall not exceed ~~\$14,131~~\$14,101.

Example:

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

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

46% of \$11,808 = \$5,432. 54% of \$14,364 = \$7,757.

\$5,432.+\$7,757 = \$13,189 is 2013 blended super composite rate.

~~Beginning with the 2015 calendar year, the District's contribution to the blended super composite rate shall not exceed 3% above the 2014 rate, or \$13,898.~~

15.1.2 Life and Accidental Death/Dismemberment Insurance

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

15.1.3 Dental Insurance

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

15.1.4 Vision Care Insurance

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

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

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for ~~2014 or 2015~~.

15.2 Insurance Committee

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

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

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

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. If such agreement is not reached prior to November 1 of each year the district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

ARTICLE 16: JOB SHARING

~~Refer to Appendix F – Memorandum of Understanding Job Sharing~~

16.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.

16.2 Procedures

16.2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.

16.2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.

16.2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.

16.2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.

16.2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.

16.2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.

16.3 Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.

16.4 Salary Schedule Advancement

In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 198 counselor work days, which is a total of 148 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.5. Return to Full-Time Assignment

- 16.5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.
- 16.5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.
- 16.5.3 If a job sharing unit member decides to end his/her job share agreement and return to a full-time position, or if the District revokes the job-sharing agreement, the other unit member must return full-time or resign his/her position.

16.6 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This article is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through the first work day of the 2016-17 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 2014-15, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

For school year 2015-16, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2014-15 and one (1) other article of their choosing in 2015-16. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

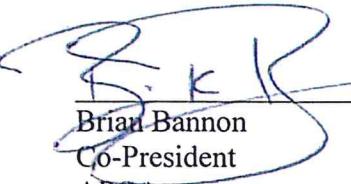
It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2013-14, 2014-15 and 2015-16, notwithstanding the results of the limited reopeners of negotiations as outlined above.

Agreement for 2013-2016 / Board Approved December 12, 2013

ANAHEIM UNION HIGH
SCHOOL DISTRICT

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION


Russell Lee-Sung
Assistant Superintendent
Human Resources


Brian Bannon
Co-President
APGA

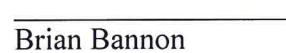

Kyle Hendrickson
Co-President
APGA

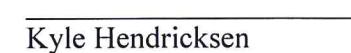
Reopener Agreement for 2014-2015 / Board Approval Pending

ANAHEIM UNION HIGH
SCHOOL DISTRICT

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION


Russell Lee-Sung
Assistant Superintendent
Human Resources


Brian Bannon
Co-President
APGA


Kyle Hendrickson
Co-President
APGA

Anaheim Union High School District
2014-2015
Student/Teacher Calendar

July 2014					November 2014					March 2015				
	1	2	3	4*	3	4	5	6	7	2	3	4	5	6
7	8	9	10	11	10	11*	12	13	14	9	10	11	12	13
14	15	16	17	18	17	18	19	20	21	16	17	18	19	20
21	22	23	24	25	24	25	26	27*	28*	23	24	25	26	27<
28	29	30	31							30	31			
August 2014					December 2014					April 2015				
				1	1	2	3	4	5			1	2	3*
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
18	19	20	21+	22+	22	23	24*	25*	26	20	21	22	23	24
25	26	27	28	29	29	30	31*			27	28	29	30	
September 2014					January 2015					May 2015				
1*	2	3	4	5				1*	2					1
8	9	10	11	12	5	6	7	8	9	4	5	6	7	8
15	16	17	18	19	12	13	14	15	16	11	12	13	14	15
22	23	24	25	26	19*	20	21	22<	23+	18	19	20	21	22
29	30				26	27	28	29	30	25*	26	27	28	29
October 2014					February 2015					June 2015				
	1	2	3		2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9*	10	11	12	13	8	9	10	11<	12+
13+	14	15	16	17	16*	17	18	19	20	15	16	17	18	19
20	21	22	23	24<	23	24	25	26	27	22	23	24	25	26
27	28	29	30	31						29	30			



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

<

End of the Quarter or Semester
And Minimum Day for Students

—

Underlined Days (June 12-18) 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	43	Aug	25	--	Oct	24
2	46	Oct	27	--	Jan	22
3	43	Jan	26	--	Mar	27
4	48	Apr	06	--	Jun	11

180 Student Days
185 Teacher Days

Progress Reports Due at
8:30 a.m. at the site on:
September 26
December 5
February 27
May 8

Grades Due at 8:00 a.m.
at the site on:
October 29
January 28
April 8
June 12

Board Approved: October 10, 2013

Anaheim Union High School District
2015-2016
Student/Teacher Calendar

July 2015					November 2015					March 2016				
		1	2	3*	2	3	4	5	6		1	2	3	4
6	7	8	9	10	9	10	11*	12	13	7	8	9	10	11<
13	14	15	16	17	16	17	18	19	20	14	15	16	17	18*
20	21	22	23	24	23	24	25	26*	27*	21	22	23	24	25
27	28	29	30	31	30					28	29	30	31	
August 2015					December 2015					April 2016				
3	4	5	6	7		1	2	3	4					1
10 ⁺⁺	11+	12	13	14	7	8	9	10	11	4	5	6	7	8
17	18	19	20	21	14	15	16	17	18<	11	12	13	14	15
24	25	26	27	28	21	22	23	24*	25*	18	19	20	21	22
31					28	29	30	31*		25	26	27	28	29
September 2015					January 2016					May 2016				
	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			25	26	27	28	29 ⁺⁺	30*	31			
October 2015					February 2016					June 2016				
		1	2		1	2	3	4	5			1	2	3
5	6	7	8	9<	8*	9	10	11	12	6	7	8	9	10
12 ⁺⁺	13	14	15	16	15*	16	17	18	19	13	14	15	16	17
19	20	21	22	23	22	23	24	25	26	20	21	22	23	24
26	27	28	29	30	29					27	28	29	30	



School Begins

Quarter	Days	Dates				
1	42	Aug	12	--	Oct	9
2	43	Oct	13	--	Dec	18
3	46	Jan	4	--	Mar	11
4	49	Mar	21	--	May	26



Non-Student/Non-Teacher Day

Holidays

+

Teacher Day; No Students

180 Student Days

185 Teacher Days

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

Progress Reports Due at
10:00 a.m. at the site on:
September 18
November 13
February 5
April 22

Grades Due at
10:00 a.m. at the site on:
October 14
January 6
March 23
May 27

—

Underlined Days (May 31-June 6) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Anaheim Union High School District
2016-2017
Student/Teacher Calendar

July 2016					November 2016					March 2017				
				1		1	2	3	4			1	2	3
4*	5	6	7	8	7	8	9	10	11*	6	7	8	9	10<
11	12	13	14	15	14	15	16	17	18	13	14	15	16	17*
18	19	20	22	22	21	22	23	24*	25*	20	21	22	23	24
25	26	27	28	29	28	29	30			27	28	29	30	31
August 2016					December 2016					April 2017				
1	2	3	4	5				1	2	3	4	5	6	7
8 ⁺⁺	9+	10	11	12	5	6	7	8	9	10	11	12	13	14
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22	23<	24	25	26	27	28
29	30	31			26*	27*	28	29	30					
September 2016					January 2017					May 2017				
		1	2		2*	3*	4	5	6	1	2	3	4	5
5*	6	7	8	9	9	10	11	12	13	8	9	10	11	12
12	13	14	15	16	16*	17	18	19	20	15	16	17	18	19
19	20	21	22	23	23	24	25	26	27 ⁺⁺	22	23	24	25<	26+
26	27	28	29	30	30	31				29*	30	31		
October 2016					February 2017					June 2017				
3	4	5	6	7<			1	2	3				1	2
10 ⁺⁺	11	12	13	14	6	7	8	9	10	5	6	7	8	9
17	18	19	20	21	13*	14	15	16	17	12	13	14	15	16
24	25	26	27	28	20*	21	22	23	24	19	20	21	22	23
31					27	28				26	27	28	29	30



School Begins

Quarter	Days	Dates				
1	42	Aug	10	--	Oct	7
2	48	Oct	11	--	Dec	23
3	41	Jan	9	--	Mar	10
4	49	Mar	20	--	May	25



Non-Student/Non-Teacher Day

Holidays

+

Teacher Day; No Students

180 Student Days

185 Teacher Days

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

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

September 16
November 10
February 10
April 21

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

October 12
January 11
March 22
May 26

—

Underlined Days (May 30-June 5) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Anaheim Union High School District
2017-2018
Student/Teacher Calendar

July 2017					November 2017					March 2018				
3	4*	5	6	7			1	2	3				1	2
10	11	12	13	14	6	7	8	9	10*	5	6	7	8	9<
17	18	19	20	21	13	14	15	16	17	12	13	14	15	16*
24	25	26	27	28	20	21	22	23*	24*	19	20	21	22	23
31					27	28	29	30		26	27	28	29	30
August 2017					December 2017					April 2018				
	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				
September 2017					January 2018					May 2018				
				1	1*	2*	3	4	5		1	2	3	4
4*	5	6	7	8	8	9	10	11	12	7	8	9	10	11
11	12	13	14	15	15*	16	17	18	19	14	15	16	17	18
18	19	20	21	22	22	23	24	25	26 ⁺⁺	21	22	23	24<	25+
25	26	27	28	29	29	30	31			28*	29	30	31	
October 2017					February 2018					June 2018				
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				27	27	28			25	26	27	28	29



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

— Underlined Days (May 29-June 4) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates			
1	42	Aug	9	--	Oct 6
2	48	Oct	10	--	Dec 22
3	41	Jan	8	--	Mar 9
4	48	Mar	19	--	May 24

180 Student Days
185 Teacher Days

Progress Reports Due at
10:00 a.m. at the site on:
September 15
November 9
February 9
April 20

Grades Due at
10:00 a.m. at the site on:
October 11
January 10
March 21
May 25

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2014/2015 COUNSELOR SALARY SCHEDULE**

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III
1	57,527	62,414	68,009
2	60,749	65,642	71,228
3	63,978	68,861	74,457
4	67,197	72,088	77,686
5	70,428	75,314	80,911
6	73,653	78,545	84,131
7	76,878	81,769	87,364
8	80,107	84,991	90,592
9	83,334	88,224	93,820
10	86,562	91,451	97,051
11	89,794	94,683	100,270
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	94,301	99,190	104,777
21	96,557	101,446	107,033
26	100,264	105,153	110,740

Doctorate: \$2,000

Miscellaneous Rate of Pay: \$41.95 (Effective 2014-15)
\$43.00 (Effective after last Counselor work day of 2014-15)

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

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

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

Board of Trustees
Approval Pending
Effective: July 1, 2014

~~ANAHEIM UNION HIGH SCHOOL DISTRICT~~
~~2014/2015 TEACHERS' SALARY SCHEDULE~~

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	\$49,833	\$53,752	\$58,323	\$63,546
02	\$52,850	\$56,765	\$61,335	\$66,556
03	\$55,858	\$59,783	\$64,346	\$69,576
04	\$58,876	\$62,788	\$67,361	\$72,589
05	\$61,891	\$65,808	\$70,377	\$75,602
06	\$64,906	\$68,821	\$73,393	\$78,615
07	\$67,922	\$71,834	\$76,408	\$81,633
08	\$70,936	\$74,851	\$79,418	\$84,651
09	\$73,956	\$77,865	\$82,436	\$87,667
10	\$76,965	\$80,884	\$85,456	\$90,682
11	\$79,985	\$83,908	\$88,471	\$93,693

~~LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5~~

16	\$84,492	\$88,415	\$92,978	\$98,200
21	\$86,748	\$90,671	\$95,234	\$100,456
26	\$90,455	\$94,378	\$98,941	\$104,163

Doctorate: \$2,000

National Board Certification \$2,000

Miscellaneous Rate of Pay: \$41.95 (for 2014-15)
\$43.00 (effective after the last teacher work day of 2014-15)

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

ANAHEIM UNION HIGH SCHOOL DISTRICT

~~2013-2014~~2014-2015

EXTRA SERVICE PAY SCHEDULE

JUNIOR HIGH AND SENIOR HIGH SCHOOL
COUNSELORS

1. HIGH RISK COUNSELING: To be turned in on payroll sheets as duties are performed.

In the event a counselor agrees to perform high risk counseling duties, pursuant to Education Code 48431.6 or 48431.7, outside the regular workday, said counselor will receive the miscellaneous hourly rate of pay. The number of hours to be worked at the above rate will be determined in advance by the site administrator.

2. EL COORDINATOR STIPEND: \$1,653 per year - paid at the end of each semester.

Refer to Appendix E-MOU-English Learner Coordinator Stipend. This agreement will begin with the 2013-2014 school year and continue until a new agreement is reached.

3. ACTIVITIES: To be paid half at the end of each semester. Counselors assigned to extra service positions in Junior High and Senior High Schools shall be compensated as explained in 14.2 of this Agreement.

<u>Position</u>	<u>Percentage</u>
GATE Coordinator	3.74

4. LEADERSHIP POSITIONS: Counselors assigned to leadership positions in Junior High and Senior High Schools shall be compensated monthly as explained in 14.2 of this Agreement. Duties assigned are within the scope of the school day.

<u>Position</u>	<u>Percentage</u>
Junior High School Department Chairs	4.60
Senior High School Department Chairs	6.70

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

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

English Learner Coordinator Stipend

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

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

Number of EL Students Served	Annual Stipend
1-150	\$500
Each additional student above 150	\$545 base stipend \$2.18 per student added to base stipend

The stipend will be paid in two equal semester payments.

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

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

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

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

| This agreement will be effective for the 2013-20142014-2015 school year and replaces the previously negotiated MOU. The agreement will continue until a new agreement is reached.

| This agreement is dated: December 12, 2013

Russell Lee-Sung
Assistant Superintendent
Human Resources

Brian Bannon
Co-President
APGA

Kyle Hendrickson
Co-President
APGA

MEMORANDUM OF UNDERSTANDING
JOB SHARING

For School Year 2013-2014

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

1. Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.
2. Procedures
 - 2.1 Requests or applications for a job sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.
 - 2.2 A request or application for job sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.
 - 2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.
 - 2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.
 - 2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.
 - 2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.
3. Notwithstanding other provisions of this Agreement, job sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared. This agreement does not supersede any previous written agreement made between job sharing unit members and the District pertaining to the distribution of health and welfare benefits.

4. Salary Schedule Advancement

~~In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 198 counselor work days, which is a total of 148 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.~~

5. Return to Full Time Assignment

~~5.1 If a unit member on a regular contract is in a job sharing assignment and elects to return after the first year to full time counseling, or if the District revokes the job sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.~~

~~5.2 If a unit member on a regular contract is in a job sharing assignment for more than one (1) year and elects to return to full time counseling, or if the District revokes the job sharing agreement, the unit member will be assigned to the first available full time counseling position for which the unit member is qualified.~~

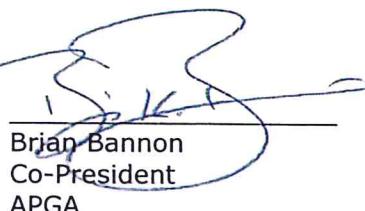
~~5.3 If a job sharing unit member decides to end his/her job share agreement and return to a full time position, or if the District revokes the job sharing agreement, the other unit member must return full time or resign his/her position.~~

~~1.1 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.~~

~~This Memorandum of Understanding is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice. This agreement sunsets on August 31, 2014.~~

~~Dated: December 12, 2013~~


Russell Lee-Sung
Assistant Superintendent
Human Resources


Brian Bannon
Co-President
APGA


Kyle Hendrickson
Co-President
APGA

MEMORANDUM OF UNDERSTANDING
Reassignment/Surplusing Process and Tie-Breaking Criteria

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

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

In the event that no counselor volunteers for reassignment or there is a tie to determine who will be surplus at a site and moved to another location, the following criteria in priority order will be used:

1. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
2. Seniority as counselor at the current site as determined by the most recent date assigned to the current site by the District.
3. Seniority as a counselor in the District.
4. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
5. Length of additional paid full-time prior service to the District in a certificated position.
6. Length of additional paid full-time prior service in a certificated position outside of the district.
7. Length of additional paid full-time prior service to the District in a non-certificated position.
8. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
9. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

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

MEMORANDUM OF UNDERSTANDING
Reassignment/Surplusing Process and Tie-Breaking Criteria

While this MOU is in effect, its contents replace existing contract language Article 5.2, 5.3, 5.5, and Article 9.4.1. All other contract language in Article 5 and Article 9 still applies.

~~This agreement sunsets on August 31, 2014.~~

This agreement will remain in effect for the 2014-15 and 2015-16 school years and will continue until a new agreement is reached.

| Dated: December 12, 2013 _____

Russell Lee-Sung
Assistant Superintendent
Human Resources

Brian Bannon
Co-President
APGA

Kyle Hendrickson
Co-President
APGA

ANAHEIM UNION HIGH SCHOOL DISTRICT

Directions and Timeline Information For Counselor Evaluation

DEPARTMENT PLANNING/SELF-ASSESSMENT: The counseling departments at each school site are encouraged to meet yearly to plan departmental goals for the school year. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The Department Planning/Self-Assessment form should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.

INITIAL CONFERENCE:

- Prior to the initial conference, the counselor will review the goals/plan from the current Department Planning/Self-Assessment form as a basis to fill out the Counselor Evaluation form.
- The counselor will pick at least one element (e.g. identified as 1.1, 1.2, etc.) from each of the 6 standards for the administrator to evaluate.
- The implementation of each chosen element is to be described in the relevant “Planned Activity” section.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to November 1st.
- The administrator and counselor will review all standards and planned activities, make any necessary modifications, and sign in agreement prior to November 15th.
- A copy of the signed form is given to the counselor, and the original will be filed on campus.

The administrator may use the Classroom/Educational Setting Observation form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first quarter and prior to the end of the second quarter.

FINAL RATING:

- Administrator will use any observation forms/notes to complete the Individual Counselor Performance Plan form.
- Each standard will be rated by the administrator (1-5) based on the scale on the form.
- Comments must be made if a counselor is rated a 3 or 4; comments are encouraged for ratings 0, 1, or 2.
- The administrator will determine a final rating of all evaluation categories as: Meets, Partially Meets, Does Not Meet Standards, or Not Observed.
- The administrator will review the completed form with the counselor before May 31st.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor’s signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days.

Standard 1: Engage, advocate for and support all students learning.

2.4.1.1 Ensure all students are engaged in a system of support designed for learning and academic success

- 1.2 Advocate for educational opportunity, equity and access for all students
- 1.3 Advocate for the learning and academic success of all students
- 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies

Standard 2: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.

- 2.1 Demonstrate organization skills
- 2.2 Develop outcome-based programs
- 2.3 Assess program outcomes and analyze data
- 2.4 Demonstrate leadership in program development

Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.

- 3.1 Assess student's characteristics and utilize the information to plan for individual student growth and achievement
- 3.2 Interpret and use student's assessment data with students and parents/guardians in developing personal, academic, and career plans
- 3.3 Monitor student's personal, academic, career progress

Standard 4: Collaborate and coordinate with school and community resources.

- 4.1 Build and maintain student teams for student achievement
- 4.2 Provide consultation and education for teachers and parents
- 4.3 Develop working relationships within the school that include school staff members
- 4.4 Coordinate support from community agencies

Standard 5: Promote and maintain a safe learning environment for all students.

- 5.1 Promote a positive, safe, and supportive learning environment
- 5.2 Develop and implement programs that address the personal and social risk factors of students
- 5.3 Develop and implement programs that reduce the incidence of school site violence
- 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school

Standard 6: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.

- 6.1 Establish professional goals and pursue opportunities to improve
- 6.2 Model effective practices and continuous progress in school counseling

Adhere to professional codes of ethics, legal mandates, and district policies

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

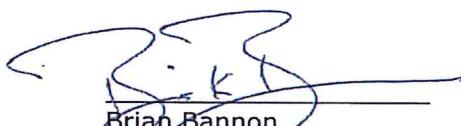
EARLY START CALENDAR

~~APGA agrees to participate in meetings and the process to provide input for an Early Start Student/Teacher Calendar for 2015-16, 2016-17, and 2017-18.~~

~~It is understood that the calendars will be presented to the Board of Trustees in April 2014, and specific work days for Counselors will be discussed with APGA at that time.~~



Russell Lee-Sung
Assistant Superintendent
Human Resources



Brian Bannon
Co-President
APGA



Kyle Hendrickson
Co-President
APGA

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

Health and Welfare Program Change for 2015

The Anaheim Union High School District (AUHSD) and Anaheim Personnel and Guidance Association (APGA) 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 previously negotiated maximum District contribution to the blended super composite rate for 2015 is \$13,898. For the calendar year 2015, the maximum district contribution to the blended super composite rate will be \$14,101. Therefore, there will be no employee contributions towards the cost of funding the district's HMO plan or self-insured medical PPO plan for the 2015 calendar year.

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 APGA 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

Brian Bannon
Co-President
APGA

Kyle Hendrickson
Co-President
APGA

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

EARLY RETIREMENT INCENTIVE

The Anaheim Personnel and Guidance 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: _____

Russell Lee-Sung
Assistant Superintendent
Human Resources

Brian Bannon
Co-President
APGA

Kyle Hendrickson
Co-President
APGA

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

COUNSELOR EVALUATION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review Article 12-Evaluation Procedures and Appendix H regarding counselor evaluations. The joint committee will be comprised of counselors, and site and District administrators. The committee will make recommendations to the District and Association by April 17, 2015.

This agreement is dated: _____

Russell Lee-Sung
Assistant Superintendent
Human Resources

Brian Bannon
Co-President
APGA

Kyle Hendrickson
Co-President
APGA

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

PUPIL TO COUNSELOR RATIO

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

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

This agreement is dated: _____

Russell Lee-Sung
Assistant Superintendent
Human Resources

Brian Bannon
Co-President
APGA

Kyle Hendricksen
Co-President
APGA