AGREEMENT

between the

ANAHEIM UNION HIGH SCHOOL DISTRICT

and the

ANAHEIM MILITARY INSTRUCTORS UNION

for the period

August 1, 2023

through

June 30, 2026

Board Approved: January 18, 2024

Reopener Agreement for 2025-26
Board Approved: June 11, 2026

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ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into the first workday of the 2023-2024 school year, by and between the Board of Trustees of the Anaheim Union High School District, ("District" or "Board"), and the Anaheim Military Instructors Union ("AMIU" or "Union").

1.2 Severability 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 Entire Agreement

The parties agree that the terms and conditions expressly set forth in the 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 Union, 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 Union at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

1.4 Effect of Military Regulations

The parties acknowledge that the applicable provisions of the United States Code, Federal Regulations, and the rules and regulations applicable to JROTC instructors may, from time to time, be inconsistent with the provisions of this Agreement. If an apparent inconsistency is brought to the attention of the District, the District shall determine-in its sole discretion-how to harmonize this Agreement and the other source of law or rule in a manner that is best for the JROTC program. Such determination by the District shall be made in consultation with the Union.

ARTICLE 2: RECOGNITION

2.1 Recognition

The Board recognizes the Union as the sole and exclusive representative of instructors performing services in the Junior Reserve Officers' Training Corps programs within the District.

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; ensure 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.

ARTICLE 4: DUES DEDUCTION

AMIU does not desire to implement a dues deduction program at this time.

ARTICLE 5: CONCERTED ACTIVITIES

The Union 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 Union 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 6: TRANSFER PROCEDURES

6.1 Unit members have the right to apply for any vacant JROTC Instructor position at any of the District's school sites.

6.2 When the District declares a vacancy, all unit members shall receive an email from Human Resources notifying them of the vacancy and the anticipated timelines for advertising the vacancy, interviewing candidates for the position, and staffing the vacancy.

ARTICLE 7: WORK YEAR, WORKDAYS, AND HOURS OF EMPLOYMENT

7.1 Work Year

The work year for unit members shall be August 1 through June 30 of each school year. The Student/Teacher Calendar for each year shall be incorporated herein as Appendix A.

7.2 Workday/ Hours of Employment

The parties acknowledge that unit members are professionals dedicated to the success of the JROTC programs and the students therein, and that the nature of a JROTC Instructor position requires work at times outside of the typical instructional day. During the Student/Teacher calendar, 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.

7.3 Lunch Period

Unit members are entitled to a daily duty free lunch period of at least thirty (30) minutes.

7.4 Summer Trainings

Unit members shall be compensated for District-approved summer trainings occurring during July at their hourly rate of pay (designated salary per the JROTC Employment Agreement).

ARTICLE 8: EVALUATION

8.1 During the first term of this Agreement, the District and Union shall develop an evaluation form applicable to JROTC instructors.

8.2 Unit members shall be evaluated on an annual basis.

ARTICLE 9: SAFETY

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.

ARTICLE 10: WAGES AND ITEMS RELATED TO WAGES

The District proposes maintaining the status quo with respect to base salary ("MIP").

Retroactive to August 1, 2023, the District proposes equalizing both stipends (to $3,300 the 2023-2024 school year). Any salary increases applied by the District through negotiations (as opposed to COLA or other adjustments to salary because of changes to the MIP) shall also be applied to stipends.

Retroactive to July 1, 2025, a 4.57% increase shall be applied to stipends; totaling $3,451 for the 2025-26 school year.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

Unit members shall receive the same the medical, dental, vision and life insurance coverages as members of the unit represented by the Anaheim Secondary Teachers Association, subject to the same terms and conditions.

ARTICLE 12: PAID LEAVES OF ABSENCE

12.1 Vacation

Vacation leave shall be paid according to the individual employment agreements between unit members and the District. Vacation schedules shall be submitted by unit members no later than the end of the first calendar month of the school year.

12.2 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 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:

12.2.1 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.

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

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

12.2.1.3 Religious observances.

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

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

12.2.1.6 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.

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

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

ARTICLE 13: SUBSTITUTE COVERAGE

13.1 JROTC instructors shall have access to substitute coverage as follows:

13.1.1 Schools with only one JROTC instructor-On campuses with only one JROTC instructor, the instructor shall be authorized to use a substitute employee during any approved leave of absence and for personal necessity leave.

13.1.2 Schools with two or more JROTC instructors - On campuses with two or more JROTC instructors, a substitute employee will only be authorized in extreme cases when it is required that both instructors be out at the same time. In most all situations, the instructors should be able to coordinate their absences to ensure that one instructor will be available to cover all JROTC classes when another instructor must be out of the classroom.

ARTICLE 14: DURATION

This Agreement shall remain in full force and effect through the completion of the 2025- 2026 school year. For the 2024-2025 and 2025-2026 school year, this Agreement is closed with the exception of Articles 10 and 11, or as mutually agreed to by the parties.

Brad Jackson (Jan 9, 2024 14:16 PST)

Brad Jackson
Assistant Superintendent, HR

Daniel Gastelum
Daniel Gastelum (Jan 9, 2024 14:14 PST)

Daniel Gastelum
President, AMIU

Anaheim Union High School District
2023-2024
Student/Teacher Calendar

Appendix A

July 2023					November 2023					March 2024				
3	4*	5	6	7			1	2	3					1
10	11	12	13	14	6	7	8	9	10*	4	5	6	7	8
17	18	19	20	21	13	14	15	16	17	11	12	13	14	15<
24	25	26	27	28	20	21	22	23*	24*	18	19	20	21	22
31					27	28	29	30		25	26	27	28	29*
August 2023					**December 2023**					**April 2024**				
	1	2	3	4					1	1	2	3	4	5
7++	8+	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21#	22<	22	23	24	25	26
28	29	30	31		25*	26*	27	28	29	29	30			
September 2023					**January 2024**					**May 2024**				
				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	31
October 2023					**February 2024**					**June 2024**				
2	3	4	5	6<				1	2					
9++	10	11	12	13	5	6	7	8	9	3	4	5	6	7
16	17	18	19	20	12*	13	14	15	16	10	11	12	13	14
23	24	25	26	27	19*	20	21	22	23	17	18	19*	20	21
30	31				26	27	28	29		24	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	9	--	Oct	6
2	48	Oct	10	--	Dec	22
3	46	Jan	8	--	Mar	15
4	44	Mar	18	--	May	23

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 15, 2023
November 9, 2023 (Thursday)
February 9, 2024
April 19, 2024

Grades Due Fridays
10:00 a.m. at the site on:
October 13, 2023
January 12, 2024
March 22, 2024
May 24, 2024

Board Approved: April 13, 2023

Anaheim Union High School District
2024-2025
Student/Teacher Calendar

Appendix A

July 2024					November 2024					March 2025				
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*	29*	31				
August 2024					**December 2024**					**April 2025**				
			1	2	2	3	4	5	6		1	2	3	4
5++	6+	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19#	20<	14	15	16	17	18
19	20	21	22	23	23	24*	25*	26	27	21	22	23	24	25
26	27	28	29	30	30	31*				28	29	30		
September 2024					**January 2025**					**May 2025**				
2*	3	4	5	6			1*	2	3				1	2
9	10	11	12	13	6	7	8	9	10	5	6	7	8	9
16	17	18	19	20	13	14	15	16	17	12	13	14	15	16
23	24	25	26	27	20*	21	22	23	24	19	20	21#	22<	23+
30					27	28	29	30	31++	26*	27	28	29	30
October 2024					**February 2025**					**June 2025**				
	1	2	3	4<						2	3	4	5	6
7++	8	9	10	11	3	4	5	6	7	9	10	11	12	13
14	15	16	17	18	10*	11	12	13	14	16	17	18	19*	20
21	22	23	24	25	17*	18	19	20	21	23	24	25	26	27
28	29	30	31		24	25	26	27	28	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 27-June 2) 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	46	Jan	6	--	Mar	14
4	44	Mar	17	--	May	22

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 13, 2024
November 8, 2024
February 7, 2025
April 18, 2025

Grades Due Fridays
10:00 a.m. at the site on:
October 11, 2024
January 10, 2025
March 21, 2025
May 23, 2025

Board Approved: April 13, 2023

Anaheim Union High School District
2026-2027
Student/Teacher Calendar

Appendix A

July 2026					November 2026					March 2027				
		1	2	3*	2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9	10	11*	12	13	8	9	10	11	12<
13	14	15	16	17	16	17	18	19	20	15	16	17	18	19
20	21	22	23	24	23	24	25	26*	27*	22	23	24	25	26*
27	28	29	30	31	30					29	30	31		
August 2026					**December 2026**					**April 2027**				
3	4	5	6	7		1	2	3	4				1	2
10++	11+	12	13	14	7	8	9	10	11	5	6	7	8	9
17	18	19	20	21	14	15	16	17#	18<	12	13	14	15	16
24	25	26	27	28	21	22	23	24*	25*	19	20	21	22	23
31					28	29	30	31*		26	27	28	29	30
September 2026					**January 2027**					**May 2027**				
	1	2	3	4					1*	3	4	5	6	7
7*	8	9	10	11	4	5	6	7	8	10	11	12	13	14
14	15	16	17	18	11	12	13	14	15	17	18	19	20	21
21	22	23	24	25	18*	19	20	21	22	24	25	26#	27<	28+
28	29	30			25	26	27	28	29++	31*				
October 2026					**February 2027**					**June 2027**				
			1	2							1	2	3	4
5	6	7	8	9<	1	2	3	4	5	7	8	9	10	11
12++	13	14	15	16	8*	9	10	11	12	14	15	16	17	18*
19	20	21	22	23	15*	16	17	18	19	21	22	23	24	25
26	27	28	29	30	22	23	24	25	26	28	29	30		



School Begins

Non-Student/Non-Teacher Day

* Holidays

\+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

\# Minimum Day for H.S. Students Only

Underlined Days (June 1 - June 7) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

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

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 11, 2026
November 6, 2026
February 5, 2027
April 23, 2027

Grades Due Fridays
10:00 a.m. at the site on:
October 16, 2026
January 8, 2027
March 19, 2027
May 28, 2027

Board Approved: December 11, 2025