

AGREEMENT BETWEEN



ANAHEIM UNION HIGH SCHOOL DISTRICT

AND



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

CHAPTER 74

CLASSIFIED SUPPORT SERVICES

For the Period

July 1, 2023

to

June 30, 2026

**Approved by the Board of Trustees: April 14, 2024
For 2023-24**

**Approved by the Board of Trustees: October 16, 2025
For 2024-25**

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ATTACHMENTS

- A 2024-2025 Salary Schedule
- B Regarding GPS/Zonar Tracking Devices and Video Cameras on District Property and Vehicles MOU (4/19/19)
- C Bilingual & Biliterate Status (3/12/24)
- D Professional Growth Program (3/12/24)
- E Bus Monitor Assignments (3/12/24)
- F Health & Welfare MOU for 2025 (10/1/24)

EXPIRED ATTACHMENTS

- 1 School Secretary Assignments MOU (6/27/01)
- 2 Career Ladder MOU (2/18/03)
- 3 Prescription Drug Program-Insurance Committee Recommendations MOU (10/5/06)
- 4 Reduction in Force (8/20/08)
- 5 Health and Welfare Program Change MOU (12/11/09)
- 6 2010-11 Tentative Agreement (3/18/10)
- 7 Furlough Days Adjustment for 2010-11 (1/20/11)
- 8 Bus Aide MOU (1/28/04)
- 9 Personal Necessity Leaves of Absences (12/11/09)
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- 11 Salary Schedule MOU (6/13/11)
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- 14 Modify the HMO health insurance benefit plan for office visit and emergency room co-payment MOU (9/12/08)
- 15 Bilingual Status MOU (6/28/06)
- 16 Salary Schedule 2012-13 MOU (5/10/12)
- 17 2013-2014 Salary, Bereavement Leave MOU (11/7/13)
- 18 Health and Welfare MOU for 2012 (12/8/11)
- 19 Health and Welfare MOU for 2013 (10/11/12)
- 20 Health and Welfare Cost Containment MOU (5/10/12)
- 21 Effects of Layoffs for 2008-2009 (8/20/09)
- 22 Effects of Layoffs for 2010-2011 School Year (5/26/10)
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- 24 Effects of Layoffs for 2012-2013 (6/28/12)
- 25 Bus Aide MOU (6/13/11)
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- 28 Health and Welfare MOU for 2014 (11/7/13)
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- 30 Bilingual Status MOU (12/11/14)
- 31 Health and Welfare MOU for 2016 (12/10/15)
- 32 Effects of Layoffs for 2017-2018 School Year (5/24/17)
- 33 Position Additions, Restorations, and Augmentations MOU (11/13/18)
- 34 Temporary Reassignment of Duties for the 2020-2021 School Year and COVID-19

ARTICLE 1: RECOGNITION

The Board recognizes Anaheim Chapter 74, California School Employees Association (CSEA), as the sole and exclusive representative of employees performing services in categories and groupings of positions and classification described as follows:

Included:

ACTIVE	INACTIVE
Accounting Technician	Account Clerk
Administrative Assistant	Administrative Secretary (currently Senior Administrative Assistant)
Administrative Assistant (Bilingual)	ASB Account Clerk (currently ASB Accounting Technician)
Administrative Assistant - Program Support	Brailist (currently Braille Transcriber)
Art Designer	Career Center Technician
ASB Accounting Technician	Computer Lab Assistant
Assessment & Evaluation Technician	Computer Lab Technician
Athletic Trainer	Computer Operator
Behavior Intervention Specialist	Data Entry Technician
Benefits Specialist	District Testing Technician
Benefits Technician	English Learner Program Tech
Braille Transcriber	General Office Clerk (currently Office Assistant)
Business Technician	Health Clerk (currently Health Services Technician I)
Buyer	Health Clerk/Hope
Campus Safety Aide	Health Services Technician III (currently LVN)
Child Welfare and Attendance Liaison	Instructional Assistant-Severely Handicapped
Credentials Technician	Instructional Assistant-Special Education
District Receptionist	Instructional Assistant-Special Education/Bilingual
Facilities Planning Assistant	Intermediate Clerk
Family and Community Engagement Specialist	Instructional Materials Technician
Food Service Accounting Specialist	Paraeducator I
Food Service Technician	Paraeducator II
Health Services Technician I	Payroll Clerk
Health Services Technician II	Personnel Technician (currently Human Resources Technician)
Human Resources Technician	Planning Technician
Information Systems Specialist I	Program Analyst
Information Systems Specialist II	Programmer
Information Systems Technician	Purchasing Clerk
Instructional Assistant	School Community Liaison Bilingual
Instructional Assistant-Adult Transition	Secretary
Instructional Assistant-Behavioral Support	Secretary Clerk I
Instructional Assistant-Mathematics	Secretary Clerk II
Instructional Assistant-Medically Fragile/Orthopedically Impaired	Secretary-Bilingual
Instructional Assistant-Special Abilities	Senior Computer Operator
Instructional Assistant-Deaf/Hard of Hearing	Senior Payroll Clerk
Instructional Assistant-Visually Impaired	Senior Purchasing Clerk
Instructional Assistant-Specialized Academic Instruction	Testing Statistical Technician
Instructional Assistant-Spec Academic Instruction (Bilingual)	Translator Clerk
Instructional Assistant-Student/Parent Liaison	
Instructional Assistant-Student/Parent Liaison-Bilingual	
Instructional Assistant-Bilingual (Arabic)	
Instructional Assistant-Bilingual (Korean)	
Instructional Assistant-Bilingual (Spanish)	
Instructional Assistant-Bilingual (Vietnamese)	
Job Developer/Job Coach	
Language Program Technician	
Language Testing Assistant	

Legal Administrative Assistant
Licensed Vocational Nurse
Network Analyst
Network Technician
Office Assistant
Office Assistant (Bilingual)
Parent Involvement Specialist
Payroll Technician
Procurement Contract Specialist
Programmer Analyst
Publications Technician
Risk Management Technician
School Community Liaison
School Library/Media Technician
Secretary-Attendance
Secretary-Attendance-Bilingual
Secretary-Program Support
Secretary-Program Support-Bilingual
Secretary-Registrar/Records
Secretary-Registrar/Records-Bilingual
Secretary-School Support
Secretary-School Support-Bilingual
Senior Accounting Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Assistant-Procurement Specialist
Senior Budget Technician
Senior Credentials Technician
Senior Payroll Tech
Sign Language Interpreter
Speech-Language Pathology Assistant
Systems Administrator
Webmaster
Workability Placement Assistant

Excluded:**Management / Supervisory**

Accountant	Accounting Manager
Accounting Supervisor	Assistant Director of Maintenance and Operations
Budget Manager	Catering Manager
Controller	Director of Building Inspections
Director of Business Operations	Director of Construction
Director of Facilities and Planning	Director of Human Resources-Classified
Director of Information Systems	Director of Maintenance and Operations
Director of Nutrition Services	Director of Publications
Director of Purchasing and Central Services	Director of Transportation
Educational Technology Supervisor	Family & Student Support Specialist
Food Services Site Manager I	Food Services Site Manager II
Food Services Supervisor	Garage Supervisor
Maintenance Lead	Maintenance Supervisor
Operations Supervisor	Payroll Supervisor
Project Manager	Public Information Manager
Risk Manager	Site Custodial Supervisor I
Site Custodial Supervisor II	Warehouse Supervisor

Confidential Positions

Executive Assistant
Human Resources Specialist
Senior Executive Assistant

AFSCME Positions

Athletic Facilities Worker I	Athletic Facilities Worker II
Audio-Visual Technician	Auditorium Operations Technician
Bus Driver	Custodian
Driver Instructor	Electronics Technician
Equipment Operator	Equipment Repair Mechanic
Food Service Assistant I	Food Service Assistant II
Food Service Assistant III	Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation	Food Service Assistant IV-Food Production Office
Food Service Baker	Food Service Cook
Food Service Equipment Technician	Graphic Art Technician
Grounds Maintenance Worker	Heavy Equipment Operator
HVAC Technician	Instrument Repair Technician
Inventory Control Specialist	Irrigation Systems Technician
Maintenance Carpenter	Maintenance Electrician
Maintenance Floor/Plaster Worker	Maintenance Glazier
Maintenance Locksmith	Maintenance Painter
Maintenance Plumber	Maintenance Service Worker
Maintenance Welder/Fabricator	Mechanic
Microcomputer Technician	Network Technician
Offset Press Operator	Pool Maintenance Technician
School Site Technology Technician	Senior Custodian
Senior Equipment Operator	Senior Graphic Arts Technician
Senior Warehouse Worker-Central Warehouse	Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician	Technology Services Assistant
Transportation Dispatcher	Transportation Operations Specialist
Warehouse Worker-Central Warehouse	Warehouse Worker-Nutrition Services

NON-CLASSIFIED

AVID Tutor	Coaches
Custodian Assistant	Extra Service Specialists
JROTC Instructors	Social Worker Interns
Student Workers (All Programs)	Substitutes

The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager.

The Association agrees that this represents the appropriate unit and that it will not seek by any means, including but not limited to any PERB proceedings to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titled not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made by mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions subject to Article 4.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

The Board shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2022 of \$1,354 per month or \$16,244 per year per enrolled unit member.

EPO: EPO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2022 of \$1354 per month or \$16,244 per year per enrolled unit member.

Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and EPO super composite rates above.

Example:

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

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

Then 46% of \$11,808 (2013 EPO super composite rate)= \$5432 and 54% of \$14,364 (2013 PPO super composite rate) = \$7,757.

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

Beginning with the 2022 calendar year, the maximum District contribution to the blended super composite rate will be \$16,244. There will be no employee contribution for calendar year 2022.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70

percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Plan Administration Services will be provided by Trustmark. Psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by Anthem Blue Cross, and prescription services will be provided through Express Script, Inc.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 **Right to Contact**

The Association shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 **Self-Insurance Plan**

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 **Health and Welfare Parity**

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 higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2021.

2.7 Insurance Committee

The Association may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

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 current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 Retiree Benefits

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to 1979 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

- 2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for EPO/HMO medical, and \$10.40 for dental coverage for employees only.
- 2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.
- 2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.
- 2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **IRS Section 125 - Flexible Benefit Plan**

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 Membership Applications and Information about CSEA Dues

The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.

3.2 Right to Payroll Deduction

CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.3 Revocation of Membership

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Association before processing any revocation request.

3.4 Changes in Deductions

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.5 Dues Remissions and Information

With respect to all sums deducted by the District pursuant to Sections 3.2, 3.3, and 3.4 above, the District agrees to promptly remit such monies to CSEA, accompanied by an alphabetical list of unit members for whom membership fee deductions have been made, and an alphabetical list of unit members for whom no CSEA dues deductions have been made. Both lists will indicate any changes in personnel from the list previously furnished.

3.5.1 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

3.6 Hold Harmless

CSEA shall indemnify the District for any claims arising from its compliance with this article. The District shall promptly notify CSEA of any claims or litigation arising from implementation of this article.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is defined as a statement by an employee and/or the Association that the District violated an express term of this Agreement and that by reason of such violation the employee's rights have been adversely affected. (Reference: South Bay USD V. PERB (1991))

4.1 Rights of the Association

- 4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution of his problem by himself.
- 4.1.2 If an employee is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond to the proposed adjustment. In any event, an adjustment made pursuant to this 4.1.2 shall not be used by the District as precedent for resolving future grievances or to establish a past practice.

4.2 General Provisions

- 4.2.1 The grievant shall have the right to be represented in all his/her discussions concerning the grievance by the Association.
- 4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form to be approved by the Board of Trustees and shall contain a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conferences and the specific remedy sought.
- 4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:
 - 4.2.3.1 Grievance sustained.
 - 4.2.3.2 Grievance denied.
 - 4.2.3.3 Grievance sustained in part.
 - 4.2.3.4 In addition to the above, all responses shall contain a statement of the rationale for the response.
- 4.2.4 An appeal by the grievant from the disposition of any step shall be accompanied by the following material:
 - 4.2.4.1 The original grievance.
 - 4.2.4.2 The disposition of the grievance at each step.

- 4.2.4.3 Any written materials introduced as evidence in lower levels.
- 4.2.5 During any grievance meetings, only the following participants shall be permitted to attend:
 - 4.2.5.1 The grievant(s).
 - 4.2.5.2 The grievant's representative (maximum of three).
 - 4.2.5.3 The respondent.
 - 4.2.5.4 The respondent's representative (maximum of two).
 - 4.2.5.5 Any witness deemed necessary by either party. At the request of either party, all witnesses for both parties shall be sequestered.
- 4.2.6 Failure to meet time limits. If a grievance is not processed by the grievant and the Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter or spring break.
- 4.2.7 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussions.
- 4.2.8 The grievant and necessary witnesses shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.
- 4.2.9 Copies of grievance shall not be placed in the personnel file of the grievant.
- 4.2.10 The District representative is the chairperson of the meeting. The standard format for a grievance meeting shall be as follows:
 - 4.2.10.1 Presentation of grievant's case (including the calling of witnesses).
 - 4.2.10.2 Presentation of respondent's case (including the calling of witnesses).
 - 4.2.10.3 Grievant's rebuttal.
 - 4.2.10.4 Respondent's rebuttal.
 - 4.2.10.5 Informal discussion.

4.2.11 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administration office is open for business.

4.2.12 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 Grievance Procedures

4.3.1 Step 1 When an employee has a complaint, the complaint may be brought to the attention of the appropriate supervisor in an attempt to resolve the problem informally through discussion.

4.3.2 Step 2 The grievant may present the grievance in writing to the appropriate administrative representative of the Board. Such grievance must be presented within twenty (20) days of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence. Within five (5) days of the filing of the grievance, a meeting shall be held with the grievant and his/her representative. The respondent shall render the Step 1 disposition within five (5) days after the Step 1 meeting.

4.3.3 Step 3 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within ten (10) days of the termination of Step 1.

The appeal shall include a copy of the original grievance, the decision rendered at Step 1, and a clear, concise statement of the reasons for the appeal. Step 2 hearings shall be held within ten (10) days of the receipt of the appeal from Step 1.

The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 2 hearing and such a decision will terminate Step 2.

4.4 Arbitration

4.4.1 Submission to Arbitration

If the Association is not satisfied with the decision in Step 3, the grievance may be submitted by the Association to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Association's receipt of the Step 3 decision.

4.4.2 Selection of Arbitrator

The Association and the District shall attempt to agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the Public Employees Relations Board (PERB) to submit to the Association and the District the names of seven (7) arbitrators, all of whom are located in Southern

California, and who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.4.2 above shall conduct a hearing promptly, and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) days from the deadline for filing post-hearing briefs, whichever occurs later.

4.4.4 Fees and Expenses

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

4.4.5 Statement of Issues

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

4.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement, in respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respective parties in the presence of each other and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can be fairly said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or

applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

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

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

4.4.7 Rules of Procedure

The arbitrator shall apply the rules of procedures normally followed by arbitrators in Southern California with respect to binding arbitration hearings, opinions and awards pertaining to classified public school employees. Upon agreement of the parties, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

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

4.5 **No Reprisals**

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

ARTICLE 5: WORKING HOURS

5.1 Workweek

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. If the District determines that the needs of the District dictates a changing of a regular work week that is different from the initial fixed and ascertainable date of hire, the District shall first solicit volunteers to meet those needs. If no volunteers are forthcoming, the District may impose changes on a seniority based criteria with the least senior employee being affected first, followed by the next senior in successive order until the District's need is met.

5.2 Work Year

The length of each employee's work year shall be determined by the District. Any change in the established work year, including the work months, of any unit member shall be negotiated with the association.

Beginning with the 2015-16 school year, the work year for 9-month hourly employees will be increased by two days. The first workday will be two days prior to the first student day.

5.3 Workday

The employee's regular workday shall consist of eight (8) hours of work, except that the Board may assign employees to a greater or lesser period of regular daily work whenever the needs of the District so dictate. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures as stated in the CSEA contract Article 11.20, in effect at the time of the action. In the event of a layoff, the District will meet and negotiate over the effects of the layoff with the Association. (Reference: Newman-Crows Landing USD (1982) PERB 223)

5.4 In-service Days

After the first student attendance day in August, on days designated by administrators as teacher training, preparatory or in-service days, which are student nonattendance days, or days which are regular student days classified personnel shall receive regular pay whether or not they are required to report for duty that day. (Ed Code 45203) The District has the option to schedule in-service training or regularly assigned work.

5.5 Lunch Periods

Each employee shall be granted an unpaid duty free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift.

5.6 Rest Periods

Each bargaining unit employee shall be provided one (1) fifteen (15) minute rest period for each four (4) consecutive hours worked, to be taken at times approved by the immediate supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Paid rest periods may be combined with unpaid lunch breaks through mutual agreement between employee and supervisor. Compensated rest periods shall be taken daily and cannot be carried over day to day.

5.7 Definitions

5.7.1 Overtime hours is any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any work week.

5.7.2 Overtime rate is equal to one and one-half (1½) times the employee's regular rate of pay.

5.7.3 Additional Hours/Workdays/Work weeks is any time/days/weeks in excess of the employee's Board approved workday, workweek, or work year.

5.7.4 Additional/Dual assignment occurs when the employee is assigned and/or contracted to work more than one position in a different or like classification in a temporary or permanent assignment, at the same or different location and/or department.

5.8 Additional Hours and/or Assignments

5.8.1 Additional Hours: Any employee assigned to work additional time and/or assignments that are of an on-going nature and/or exceeds twenty (20) consecutive days of working the additional hours/assignments, shall have their work hours/day/year permanently extended to encompass the additional hours/assignment, and the extended hours shall be Board approved and become his/her regular and permanent working hours/day/year.

If an assignment is going to be longer than 20 consecutive days and it is just temporary, then an agreement must be signed by employee and district, stating approximate length of time and that it is on a temporary basis. Time not to exceed one (1) year.

5.8.2 Overtime: Scheduled overtime opportunities to work at an employee's assigned site/department will be rotated in order of seniority (by date of hire in the district) to employees within the appropriate classification(s).

For the purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24) hours or less advance notice, in which case the declined overtime will not count at all.

5.8.3 Preference Over Substitutes: When the opportunity to work extra hour or overtime assignments arises, and the hours do not

conflict with permanent employees' regular work schedules, permanent employees shall be offered before substitutes.

5.8.4 Extended School Year (ESY): Any CSEA member who is employed 10 or fewer months, who possess the minimum qualifications for summer school and/or ESY senior administrative assistant, may apply. Applicants will be interviewed and a candidate will be selected for each school site hosting a full summer school and/or ESY program.

In the event summer school/ESY begins prior to the conclusion of the newly selected summer school secretary's regular school year work assignment, the overlapping days shall be forfeited, not to exceed three (3) days.

5.9 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.10 Call Back Time

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, equal to one and one-half (1½) times the employee's regular rate of pay, irrespective of the actual time less than that required to be worked.

5.11 Reporting Work Hours

Employees are required to adhere to assigned hours and reporting procedures established by the district, site or department and to report accurately. Impacts and effects of any change in reporting procedures may be negotiated upon request from the Association. Failing to follow procedures, dishonesty or falsifying records will result in disciplinary action up to and including dismissal.

ARTICLE 6: TRANSFER PROCEDURES

6.1 Definition

A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position s/he holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 Eligibility for Transfer

The Director of Human Resources - Classified shall determine whether classes are sufficiently related to permit transfer between them. He/she shall consider similarity of duties, minimum qualifications, examination content and occupational group.

6.3 Effects of Transfer

Transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.

6.4 Voluntary Transfer

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

6.4.1 A vacancy list will be posted at each site by title, job site or department, hours, and posting date. Vacancies will be updated as necessary.

6.4.2 An employee may apply for a lateral transfer at any time.

6.4.3 When vacancies occur, all employees who are permanent in their classification who have a current "Request for Transfer" on file with the Human Resources Office - Classified and those in the first three ranks on the Promotional Eligibility List will be notified of the vacancy and given the opportunity to interview for the position in accordance with Personnel Commission rules. An appropriate transfer, as determined by the District, may be considered first.

6.4.4 A permanent employee(s) may be transferred at his/her request and for the good of the service from one position to another in the same class at the discretion of the District.

6.4.5 Transfer requests, while on file in the Human Resources Office - Classified, will be kept confidential. Employees may contact the Human Resources Office - Classified to obtain information concerning current openings.

6.4.6 Employees accepting a lateral transfer to the same class must remain in the position one school year before accepting another position in the same classification. All special circumstances will be negotiated between CSEA and the District.

- 6.4.7 The Human Resources Office - Classified shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.
- 6.4.8 Transfer requests will be kept until the end of the fiscal year in which requested. New transfer requests must be initiated on July 1 or later for the new fiscal year.
- 6.4.9 Transfer Based on Workload
District reserves the right to accept voluntary transfers based on workload.

6.5 **Involuntary Transfer**

Transfers of employees on a temporary or permanent basis may be initiated by the District management at any time such transfers is in the best interest of the District as defined by the Superintendent under the following conditions. An employee affected by such transfer shall be given notice as soon as practicable. The District shall notify CSEA in writing of any upcoming involuntary transfer. Any employee affected by such transfer has the right to CSEA representation at any conference with management to discuss the reasons for the transfer.

- 6.5.1 At the request of the employee or the Association, employees may be transferred from one job title in a classification to another job title in the same classification at the same or alternative site for the good of the service. Such requests will be in written format and shall specify the reason for the transfer, steps previously taken to remediate the situation, and benefit to be gained through the transfer.
- 6.5.2 Employees may be transferred from one site to another site based on workload as determined by the supervisor, site administrator, superintendent, or designee. Transfers will only be considered to balance staffing and not as a punitive measure.
- 6.5.3 Involuntary transfers shall not be implemented for arbitrary, capricious or discriminatory reasons. The "best interest of the District" clause set forth in section 6.5 shall conform to this standard.

6.6 **Disciplinary Action**

Employees involved in disciplinary action shall not be considered for transfer under Section 6.5.1 of this agreement.

ARTICLE 7: EVALUATION PROCEDURES

- 7.1 The employee's immediate supervisor shall make the evaluation and complete the evaluation form. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator.
- 7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.
- 7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.
- 7.1.3 Probationary or permanent employees may be evaluated more frequently, at the discretion of the immediate supervisor.
- 7.1.4 Excellent performance shall be commended in writing on all evaluation forms.
- 7.1.5 The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.
- The signature of the employee being formally evaluated written on the evaluation form shall be taken as indicating that the employee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment to the evaluation within ten (10) working days of the date on the copy of the Classified Composite Performance Appraisal.
- 7.1.6 The evaluation shall be made in writing on a form to be provided by the Human Resources Office -Classified. All sections on this form will be completed accurately. This form shall be designated the "Composite Classified Performance Appraisal" form.
- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 8: SAFETY CONDITIONS

The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards, where applicable.

8.1 Safe Working Conditions

8.1.1 The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

8.1.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.2 Unsafe Conditions

8.2.1 It shall be the responsibility of the employees to report unsafe working conditions to their immediate supervisor. Administrators will monitor and report to the District unsafe working conditions. The District will respond to the unit member with a copy of the work order.

8.2.2 No employee shall be required to work under conditions dangerous to the employee's safety.

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

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

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

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

8.2.4.1 In the event of a physical attack directed towards a unit member, the site administrator will take reasonable steps under the circumstances to secure

immediate first aid and/or medical treatment for any injury resulting from the attack.

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

Following the investigation, the site administrator shall notify the unit member and Assistant Superintendent, Human Resources or Director, Human Resources of the investigation's outcome.

- 8.2.5 Whenever a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall notify all classified staff that come in contact with the student. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

8.3 Reasonable Use of Force

Unit members may take necessary reasonable action in the performance of their duties to ensure the safety of themselves and/or others, or when necessary for the defense of themselves and/or others, that is consistent with district policies and practices, and that is consistent with applicable law.

8.4 Emergencies/Disaster Procedures

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

- 8.4.2 In the case of bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.

- 8.5 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.
- 8.6 For all employees, there shall be convenient coffee break rooms and rest rooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.
- 8.7 The District will provide first aid training and CPR training to at least five (5) CSEA bargaining unit members at each school and at the District Office.

ARTICLE 9: CONCERTED ACTIVITIES

- 9.1 The Association hereby agrees that neither it, nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonable within their power to end or avert the same.
- 9.2 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 10: MANAGEMENT RIGHTS

- 10.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District unless otherwise modified by the terms and conditions of this Agreement. It is agreed that such reserved rights include, but are not limited to, the exclusive right and powers to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 10.1.1 The legal, operational, geographical, and organizational structure of the District including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 10.1.2 The financial structure of the District including all sources and amounts of financial support, income funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 10.1.3 The acquisition, disposition, number, location, types and utilization of all District properties whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
 - 10.1.4 All services to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational support, construction, maintenance, and repair services;
 - 10.1.5 The utilization of personnel not covered by this Agreement including limited term substitutes, temporaries, hourly employees, provisional personnel, consultants, and supervisory or managerial personnel to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel;
 - 10.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health

and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

- 10.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities, classrooms, functions, departments, tasks, or equipment. The District will assign the employee to the school and the principal will assign the duties, and the determination as to whether, when, and where there is a job opening;
- 10.1.8 The job classifications and the content and qualifications thereof;
- 10.1.9 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
- 10.1.10 The dates, time and hours of operation of District facilities, functions, and activities;
- 10.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 10.1.12 The rules, regulations and policies for all employees, students, and the public;
- 10.1.13 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

All rights of management herein enumerated are subject to the terms and conditions of this Agreement. All other rights of management not expressly limited by the terms and conditions of this Agreement are reserved to the District.

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

The exercise of any rights reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 Salary

For the 2023-24 school year, there shall be a wage increase of four point five percent (4.5%) applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.13) and longevity flat rate amounts (increase reflected in Sections 11.8, for all bargaining unit members. All 2023-24 on-going increases to wages, stipends, and longevity flat rate amounts shall include all employees in a regular classified position on or after July 1, 2023 and be retroactive to July 1, 2023.

If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the 2024-25, and 2025-2026, school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year.

11.2 Overtime Pay

Employees shall be compensated at the rate of one and one-half (1 ½) times the employee's rate of pay for any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any workweek. Overtime shall be specifically assigned and authorized in advance by the supervisor.

11.3 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1½) times the regular rate of pay in addition to the regular rate of pay for the holiday.

11.4 Right of Refusal - Compensatory Time Off, Overtime

11.4.1 A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. The supervisor shall inform an employee of the intended method of payment (cash or compensatory time) at the time of proposing or directing overtime work.

11.4.2 An employee may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor, in accordance with District practice. The supervisor shall attempt to identify employees desiring to work overtime voluntarily and on seniority-based rotation most senior by date of hire in the district and in descending order. Should there be no volunteers, the district may impose overtime on a seniority-based assignment with the least senior member encumbered first and so on in ascending order. In the event that an employee believes that directed overtime is not being issued in accordance with Article 11.4, the employee may contact the Assistant Superintendent of Human Resources for review.

11.5 Compensatory Overtime

Compensatory time off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor. If not permitted to be taken before the end of the twelve-month period, payment will be made to the employee at the overtime rate.

11.6 Sixth/Seventh Day of Work Pay

11.6.1 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.6.2 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.7 Pay Increases After Promotion

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first step of the salary range that reflects at least a four (4) percent increase. Additional advancement will occur on the first of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.8 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus \$646 additional after ten (10) years of service with the Anaheim Union High School District.

4% plus \$1,922 additional after (15) years of service with the Anaheim Union High School District.

7% plus \$3,538 additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus \$4,615 additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus \$4,928 additional after thirty (30) years of service with the Anaheim Union High School District.

Percentages and Flat Rates Stand Alone. They are not added or compounded.

11.9 Night Work Differential

All positions, the regularly assigned time of which requires the unit member to work more than one-half ($\frac{1}{2}$) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$168 per month higher than the salary grade for daytime employees.

11.10 Working Out of Classification

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing boards in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a thirty (30) calendar day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. If the employee is asked to perform work in a lower paying classification his/her current salary shall remain the same and shall not be adjusted upwards nor downwards. Such adjustments upward shall be consistent with the salary placement given an employee who received a promotion as indicated in Article 11.7.

No employee assigned duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced duties.

11.11 Extra Service Pay (Replaces MOU 3/5/98)

Classified employees who accept extra-service duty assignments will be paid on the existing certificated extra-service pay assignment schedule.

11.12 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

11.13 Stipends

11.13.1 Bilingual Pay

CSEA and the District will sign an MOU by September 30, 2025, implementing recommendations from the 2024-2025

Bilingual Pay Workgroup. This will allow the parties to pilot new language before incorporating it into the contract.

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. The District will offer and notify all classified employees of competency testing at least two (2) per school year. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional \$168 per month for conversing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

Additionally, any employee not covered under the provision above, asked to perform bilingual duties, will not be reprimanded for refusing work they are not trained or qualified to perform.

11.13.2 Licensed Vocational Nurse (LVN) Stipend

A stipend in the amount of \$3,025 (6.32%) will be paid to LVNs. The percentage shall be applied to Step 1 of Range 55 on the Salary Schedule.

11.13.3 Lead Stipends

If a classified employee is assigned "Lead" duties in their respective classification, on a temporary and as-needed basis, the employee shall be compensated an additional \$250 per month. This stipend will be subject to monthly eligibility review by the District. Examples of "Lead" duties include training other classified staff and substitutes, serving as a liaison between the classification group and District Administration, and providing general classification-specific support across the District.

No employee assigned "Lead" duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced "Lead" duties.

11.13.4 Floater Stipend

Employees assigned as "floaters" by the District, and regularly assigned to more than two (2) sites, shall receive a—"floater" stipend of \$168 for each month worked.

This provision shall be implemented commencing with the 2025-2026 fiscal year.

11.13.5 Uniform and Work Shoe Allowance

Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary during the school year, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style and replacement procedure will be as prescribed by District regulations. Employees shall be provided at least the same number, kind, item, and style of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year. Required uniforms should only be worn to and from and during District work.

In lieu of District provided uniforms, permanent employees may opt to receive an equivalent department allowance for suitable work shoes to be worn at work. This allowance will be in the amount equivalent to the cost of providing uniforms. The balance of this allowance may be allocated for additional shoes or uniforms.

This provision shall be implemented commencing with the 2025-2026 fiscal year.

11.13.6 Cell Phone Allowance

Any employee that is directed by their supervisor and agrees to use their personal device shall receive a monthly stipend of \$37 for district mandated use of their personal phone to conduct district business. Requests for the stipend shall be submitted via a form provided by the district and reviewed annually. A corresponding form will be created and mutually agreed upon no later than September 30, 2025.

11.14 Limited Term or Provisional Employees

Upon notification of absence of a regular employee in any classified position, the District shall make every attempt to provide a qualified employee as soon as possible.

- 11.14.1 Limited Term or Provisional employees will not be temporarily employed in a classified position unless such employee is qualified and eligible pursuant to personnel commission rules and Education Code Section 45272.

11.15 Classification Study

The District and CSEA agree to conduct classification studies for all classified positions in the bargaining unit. Each year the classification study shall be conducted on a family of classifications from a grouping that would ensure that all classifications are studied within a five year continuous cycle.

The groups are as follows:

Group A: Business Services & Human Resources

Accounting Technician
ASB Account Technician
Benefits Specialist
Benefits Technician
Business Technician
Credentials Technician
Food Service Accounting Specialist
Human Resources Technician
Payroll Technician
Risk Management Technician
Senior Accounting Technician
Senior Budget Technician
Senior Credentials Technician
Senior Payroll Technician

Group B: Administrative & Office Support Services

Administrative Assistant
Administrative Assistant (Bilingual)
District Receptionist
Facilities Planning Assistant
Legal Administrative Assistant
Office Assistant
Office Assistant (Bilingual)
Secretary-Attendance
Secretary-Attendance (Bilingual)
Secretary-Program Support
Secretary-Program Support (Bilingual)
Secretary-Registrar/Records
Secretary-Registrar/Records (Bilingual)
Secretary-School Support
Secretary-School Support (Bilingual)
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)

Group C: Educational & Instructional Support Services

Athletic Trainer
Behavior Intervention Specialist
Employment Specialist ~~Job Developer/Job Coach~~
Health Services Technician
Instructional Assistant-Adult Transition
Instructional Assistant-Behavioral Support
Instructional Assistant-Bilingual (Arabic)
Instructional Assistant-Bilingual (Korean)
Instructional Assistant-Bilingual (Spanish)
Instructional Assistant-Bilingual (Vietnamese)
Instructional Assistant-Mathematics
Instructional Assistant-Medically Fragile/Orthopedically Disabled
Instructional Assistant-Special Abilities
Instructional Assistant-Specialized (Deaf/Hard of Hearing)
Instructional Assistant-Specialized Academic Instruction
Instructional Assistant-Specialized Academic Instruction (Bilingual)
Instructional Assistant-Student/Parent Liaison (Bilingual - Spanish)

Instructional Assistant-Visually Impaired
Licensed Vocational Nurse
Medi-Cal Billing Specialist
Workability Placement Assistant

Group D: Student, Family, & Community Services

Assessment & Evaluation Technician
Braille Transcriber
Campus Safety Aide
Child Welfare and Attendance Liaison
College & Career Readiness Specialist
Family and Community Engagement Specialist
Language Program Technician
Language Testing Assistant
Lead Campus Safety Aide
Parent Involvement Specialist
School Community Liaison
School Library/Media Technician
Sign Language Interpreter
Speech-Language Pathology Assistant
Translator
Wellness Coach Specialist

Group E: Technology, Communications & Specialized Operations

Art Designer
Buyer
Food Service Technician
Information Systems Analyst
Information Systems Specialist I
Information Systems Technician
Instructional Materials Specialist
Network Analyst
Procurement Contract Specialist
Programmer Analyst
Public Information Assistant
Publication Technician
Senior Administrative Procurement Assistant
Senior Buyer
Systems Administrator
Web Master

The study shall begin July 1 each year and be concluded by June 30 each year for the appropriate grouping.

11.16 Professional Growth Program

11.16.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employees providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1)

enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.16.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office - Classified. Unit members shall complete and submit their approval forms prior to beginning their course of study.

11.16.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance and educational/technical assistance in their areas of expertise.

11.16.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Completion of a total of 15 units Required Course Work as described in 11.16.6, which may include 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2, 3, & 4: Completion of additional blocks of 15 units of undergraduate, graduate, or postgraduate

coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5:

Completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6:

Completion of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.16.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

- | | | |
|-----------|---|-----------|
| 11.16.5.1 | District New Employee Orientation (if offered) | 3.0 units |
| 11.16.5.2 | District provided Health & Safety Training (if offered) | 3.0 units |
| 11.16.5.3 | First Aid/Adult CPR (if offered) | 3.0 units |

11.16.5.4 Two Courses from one or both of the following groups: 6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.16.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval of Coursework - Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.16.7 Additional Education Incentive Increments

After the Required Course Work described in 11.16.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.16.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of

appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.16.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

2023-24 School Year Exception: Pending the Professional Growth Committee's upcoming review of the Professional Growth Program (ref. MOU), for the 2023-2024 school year only, units in progress or completed during the current school year at an accredited institution shall be applicable to the Professional Growth Program provided that the employee has submitted the "Application for Approval of Coursework - Professional Growth" to the District and received approval.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of a unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.16.10 Criteria for Evaluation

The Division of Human Resource shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to the employee's current job classification or enhances job opportunities within the District.

11.16.11 Credit Calculation

- 11.16.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).
- 11.16.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.16.11.3 All college credits or degrees shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle States Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly the North Central Association of Colleges and Schools (NCA))
4. Northwest Accreditation Commission (NAC)
5. Southern Association of Colleges and Schools (SACS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
 - Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
 - Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.16.12 The Professional Growth Committee

11.16.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, one (1) certificated member, and the Human Resource Classified Director, or designee. CSEA Chapter #74 shall appoint the classified members of the committee.

11.16.12.2 Duties of the Committee

- a. Establish and maintain a list of prospective volunteer mentors (see 11.16.3).
- b. Recommend additional or revised policy as necessary to the Superintendent and CSEA Chapter 74.
- c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
- d. Suggest topics of interest for District-wide in-service for unit members.

11.16.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.16.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, of the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.16.13 Personnel Files

Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth steps must be completed and on file by January 31 or June 30 in the Human Resource Office.

Such employee files are necessary for the efficient management of the District shall be kept by the Human Resource Office. An employee may review his/her personnel file and may respond to the documents on file. All employee records are confidential.

11.16.14 Professional Growth Education Incentives for Bargaining Unit Employees

- 11.16.14.1 Upon satisfactory completion of Step 1, the unit member shall receive a one-time educational incentive of \$500.
- 11.16.14.2 Upon satisfactory completion of Step 2, the unit member shall receive a one-time educational incentive of \$750.
- 11.16.14.3 Upon satisfactory completion of Step 3, the unit member shall receive a one-time educational incentive of \$850.
- 11.16.14.4 Upon satisfactory completion of Step 4, the unit member shall receive a one-time educational incentive of \$900.
- 11.16.14.5 Upon satisfactory completion of Step 5, the unit member shall receive a one-time educational incentive of \$1,000.
- 11.16.14.6 Upon satisfactory completion of Step 6, the unit member shall receive a one-time educational incentive of \$2,000.

11.17 **Employee Development**

Upon District approval, each employee shall have the opportunity to attend and be compensated for district and non-district sponsored employee development activities beyond the work year, work week, or work day, at the current step of their salary range. See the "Employee Development Pre-Approval Form" and "Employee Development Payroll Timesheet".

11.18 **Replacement of Personal Property**

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

- 11.18.1 prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee
- 11.18.2 vehicles
- 11.18.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the

property was brought to work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

- 11.18.4 Vehicle collision (including hit and run incident(s)).
- 11.18.5 Personal electronic devices belonging to the employee, unless approved by the District in item 11.18.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.
- 11.18.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).
- 11.18.7 Cash, credit cards, or other cash equivalent items.

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

Any losses or damages which are compensable wholly or partially under the employee's private insurance policy or policies shall to such extent not be compensable under the terms of this policy.

11.19 Procedure Regarding Layoff (Ref: Education code 45308, 45297, 45117)

11.19.1 Classification Seniority

Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority; and therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Seniority within classification is to be computed by the date the employee enters the classification, minus unpaid breaks in employment (excluding summer, spring and winter breaks). Seniority within classification continues to accrue in lower classes held after an employee promotes to a higher classification. District seniority (length of service) shall be calculated from employee's date of hire as a regular employee, minus unpaid breaks in service (excluding summer, spring and winter breaks).

The names of permanent and probationary employees thus laid off shall be placed on the reemployment list for the class from which they were laid off. Names on the re-employment list shall be in the relative order of seniority.

Classified employees laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

If two or more employees subject to layoff, have equal class hire dates and seniority, the employee with the least district seniority shall be laid off first. If district seniority is equal, the employee with the most recent Original District Hire Date shall be laid off first. If employees have the same Original District Hire Date, the decision shall be made by drawing names at random.

11.19.2 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights

An employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a less senior employee, regardless of hours and/or months, in that equal or lower class. Seniority for purposes of bumping shall include the total of the previous service in the equal or lower class, plus service in the class from which layoff occurs and in higher classes. In the event of a layoff, the following bumping priority will apply:

- An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same class when compared with the employee's current position.
- If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same class when compared with the employee's current position.
- If the previous option is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee.
- If the previous option is unavailable, the employee will be allowed to bump into a position providing additional assigned time in the same class when compared with the employee's current position, and which is held by the least senior employee of those less senior employees holding positions with more assigned time.
- If the previous option is unavailable, the employee will be allowed to bump into a position in the class with less assigned time that is closest to the employee's current assigned time, and which is held by a less senior employee in the class.

- If the employee is the least senior employee in the class, the employee shall have the option of bumping into an equal or lower class previously held as a permanent classified employee.

11.19.2.1 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the Human Resources - Classified Office in writing of such election not later than ten (10) working days after receiving the notice of layoff.

11.19.2.2 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.

11.19.3 Voluntary Reductions in Assigned Time

The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.

11.19.4 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours

Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month limit per paragraph 11.20.3 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

11.19.5 Retirement in Lieu of Layoff

11.19.5.1 Any employee subject to being laid off, or who was in fact laid off, may elect to accept a service retirement from the Public Employee's Retirement System in accordance with the Education Code.

11.19.5.2 The employee shall be placed on a thirty-nine (39) month reemployment list; however the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

11.19.5.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article,

and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

- 11.19.5.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 11.19.5.5 Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

11.19.6 Reemployment

- 11.19.6.1 A classified employee who is laid off shall be placed on a thirty-nine (39) month reemployment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the Human Resources - Classified Office.
- 11.19.6.2 If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file in the Human Resources - Classified Office such employee or employees offering reemployment in order of seniority.
- 11.19.6.3 An employee who receives such notice of reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 11.19.6.4 An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.
- 11.19.6.5 A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all the rights of permanent status and benefit level enjoyed prior to layoff. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

11.19.7 Seniority Roster

The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

11.19.8 Benefits to Employees Following Layoff

Employees laid off shall be afforded limited term or provisional employment in any class within the District for which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

ARTICLE 12: LEAVES

12.1 Bereavement Leave

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

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave.

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

"The bereavement leave provided in this section shall be applicable to each member of the "immediate family" independently. Bereavement leave shall not be required to be utilized on consecutive days.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

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

12.1.1 Reproductive Loss

The District agrees to grant a request by an employee to take up to five (5) paid days of reproductive loss leave following a reproductive loss event. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction as defined in Government Code section 12945.6. Reproductive loss leave may be nonconsecutive and, except as limited by law, shall be completed within three (3) months after the reproductive loss event. If an employee experiences more than one reproductive loss event within a twelve-month (12-month) period, the amount of reproductive loss leave time shall be limited to no more than twenty (20) days within that twelve-month (12 month) period. Employees exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence. Employees shall be required to complete the standard form provided by the payroll

department to verify the reason for the absence, provided that information related to leave for a reproductive loss event shall be maintained as confidential. The District may require satisfactory proof of the nature, extent, and duration of the leave if it believes an employee is abusing the use of reproductive loss leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

12.2 Jury Leave

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

Employees are required to return to work during any day or portion thereof in which jury duty services are not required. Employees who work the swing shift and serve on a jury during the day will be excused from the swing shift for the actual hours required to serve on jury duty or while waiting for jury duty selection. The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

12.3 Military Leave

Employees shall be required to request military leaves in writing and will supply the District with "orders" and status reports. Any employee who is granted a long- or short-term shall be entitled to receive his or her salary for the first 30 calendar days of active duty service during the absence, provided the employee has been in the service of the district for a period of not less than one year immediately prior to the date on which the absence begins. Pursuant to Military and Veterans Code sections 395 and 395.01.

12.4 Paid Sick Leave

12.4.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

12.4.2 Members of the bargaining unit employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

12.4.3 Members of the bargaining unit employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury

as the number of months and/or number of days a week they are employed bears to twelve (12) months.

- 12.4.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 12.4.2 and 12.4.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 12.4.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.
- 12.4.6 Notification of Return to Work: In order to allow the District the opportunity to make arrangements for the return of an absent employee, the employee shall notify their immediate supervisor of their pending return as soon as possible, but not later than 3:00 p.m. of the work day preceding the employee's return. If an employee fails to notify their immediate supervisor and a substitute has been assigned to work the day the employee returns the employee may be sent home for that day without pay. Per PC Rule 16.2.8
- 12.4.7 An employee who is absent due to a personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.
- 12.4.8 The Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require satisfactory proof of the nature, extent and duration of the illness if it believes an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse or other appropriate action.

When there is a question as to the extent and duration of the disability, lasting more than five (5) days, or the employee's ability to return to work, the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require the employee to submit to an examination by a physician selected and paid by the Board. The employee will be given a copy of the physician's report to the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated).

- 12.4.9 Members of the bargaining unit must notify his/her supervisor of the absence as soon as the necessity to be absent becomes known to the employee but not later than thirty (30) minutes after the start of the employee's workday.
- 12.4.10 An employee, while on unpaid leave of absence granted by the Board of Trustees, shall maintain any sick leave credits which were accumulated

prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

12.4.11 Extended Sick Leave

An employee who is absent because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, shall not exceed 100 working days in any one(1) fiscal year. It shall not be accumulative and shall be exclusive of any other paid leave, holidays, vacation or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run consecutively with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

12.4.12 Failure to Report to Work - Job Abandonment

Employees absent from work for three (3) consecutive work days without authorization and/or failure to notify the district of a valid or acceptable reason is job abandonment and shall constitute dismissal from the district service.

12.5 **Industrial Accident and Industrial Illness Leave**

12.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 45192 and this rule.

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

2.5.2.1 S/he has probationary or permanent status.

2.5.2.2 The illness or injury is directly related to the performance of his/her duties while in the employ of the Anaheim Union High School District.

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

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

- 12.5.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.
- 12.5.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Sections 44043 and 45192 of the Education Code. Charges to the employee's leave balances shall be as follows:
- 12.5.6.1 Occupational leave shall be reduced by one (1) day of authorized absence regardless of temporary disability payments paid.
- 12.5.6.2 Sick leave and/or vacation leaves shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the district, which when added to temporary disability benefits, will exceed his full salary during the period of his absence.
- 12.5.7 An employee, while receiving occupational benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 12.5.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.
- Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

12.6 Court Appearance

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the employee. This section shall not be applicable to employees who are litigants.

12.7 Personal Necessity Leave of Absence

- 12.7.1 Unit members may use up to ten (10) days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.
- 12.7.2 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure

substitutes, and s/he shall notify the immediate supervisor prior to the absence.

12.7.2.1 Accident or serious illness involving his/her personal property or property of his/her immediate family

12.7.2.2 Court appearance as a litigant or as a witness under order

12.7.2.3 Religious observance

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

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

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

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

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

12.8 Parental Leave

12.8.1 Upon request, pregnant unit members shall be granted fully paid maternity leave for up to six (6) weeks after the birth of a child. Additional maternity/parental leave for the remainder of up to twelve (12) weeks in any twelve month period shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11), and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to a total of twelve weeks leave during any twelve month period and shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11) and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.3 Parental leave will be provided in accordance with existing law and may be taken all at once, or, with the exception of the six (6) weeks fully paid maternity leave provided for in 12.8.1, utilized on a reduced schedule or intermittent basis as permitted by law.

12.9 Leave of Absence Without Pay

12.9.1 Permanent employees may be granted leave of absence without pay provided such leaves are not detrimental to the best interests of the District, as determined and recommended by the Superintendent, and approved by the Board of Trustees. Requests for leaves of absence without pay shall be made on forms provided by the Personnel Director, and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

12.9.2 Revocation of Leave

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

12.9.3 Employment While on Leave

An employee, while on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees. Upon approval of the Superintendent, the leave may be extended at the sole discretion of the Superintendent.

12.9.4 Benefits While on Leave

Employees on leave of absence without pay shall not accrue seniority, salary step advancement, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range. Upon return from a long-term leave of absence, an employee's anniversary date shall be adjusted. An employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Government and Veterans' Code.

12.9.5 Types of Leaves

Such leave of absence without pay may be granted for any of the following reasons:

12.9.5.1 Health

A permanent classified employee may be granted a leave of absence without pay for health purposes for a specified period of time.

12.9.5.2 Short Term Personal Leave Without Pay

An excused absence without pay for an employee may be approved for one (1) day by the Principal or Classified Supervisor. Upon the recommendation of the Principal or Classified Supervisor, the Assistant Superintendent, Personnel, or designee may authorize an excused absence without pay for employees from two (2) to five (5) days. Notification that absence has been approved should be reported to the Classified Personnel Office at least twenty-four (24) hours prior to the absence.

12.9.5.3 Pregnancy Leaves and Absences

Pregnant employees shall be granted pregnancy leave without pay, such leave to commence on a date to be determined by the employee and her physician.

12.9.5.4 Family Medical Leave Act

The district shall grant unpaid leave as specified by the Family Medical Leave Act.

12.9.5.5 Peace Corps

A permanent classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service.

When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

12.9.5.6 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the Classified Director of Personnel and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon return to service of the District.

A permanent employee granted a leave under this rule must sign an agreement on forms available in the office of the Classified Director of Personnel, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to give such notice will be considered as notice that the employee will not return and that his/her position is vacant.

12.9.5.7 Tragedy Personal Necessity Leave

A long term personal necessity leave of absence, not to exceed ninety (90) days, may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be

defined to include parent, sibling, spouse, child, or any relative living in the immediate household of the unit member.

An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the unit member while on leave.

12.9.6 District Notification

The Classified Personnel Office will notify an employee who is on a leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification fifteen (15) days before the expiration of the leave indicated the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Personnel Director.

12.9.7 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists, or a similar classification for a position which is vacant and for which the employee is qualified, and which does not constitute a promotion.

12.9.9 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

12.9.10 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense, provided the carrier allows.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance benefit program shall submit a check or money order to the Business Office for the exact amount of premium on or before the 25th day of each preceding month. Failure to comply with this payment

provision will result in loss of insurance benefits during the entire period of the leave of absence.

12.10 *Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day (in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Spring Friday
Memorial Day

*See current years calendar for actual day on which the paid holiday will fall.

12.10.1 Eligibility

- 12.10.1.1 All employees will be entitled to payment for Board authorized holidays, provided they are in paid status during any portion of the day immediately preceding or succeeding the holiday.
- 12.10.1.2 Employees who are not assigned to duty during the Winter or Spring recess shall be paid for any Board authorized holidays during this period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or following the Winter or Spring recess.
- 12.10.1.3 When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed.

12.11 **Catastrophic Leave (Board Policy 6602, 6602-R)**

Employees may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave credits for an employee who experiences a catastrophic personal illness or injury. Donations made under the Catastrophic Leave Program shall be strictly voluntary.

12.11.1 Definitions:

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

- 12.11.1.2 "Eligible leave credits" are sick leave days accrued by the donating employee and donated to the Catastrophic Leave Program.
- 12.11.1.3 The "Sick Leave Bank" or "Bank" shall be comprised of donated eligible leave credits.
- 12.11.1.4 The "Open Enrollment Period" shall take place annually during the month of October each year.
- 12.11.1.5 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA); California School Employees Association (CSEA); American Federation of State, County and Municipal Employees (AFSCME); and the Mid-Managers Association, Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from the District Administration designated by the Superintendent.
- 12.11.1.6 "Enrolled Member" means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.
- 12.11.2 The Board adopted the following rules and regulations for the administration of this policy, including, but not limited to the following:
 - 12.11.2.1 Participation in the Catastrophic Leave Program shall be voluntary, but permitted for all permanent employees who are eligible for extended sick leave benefits.
 - 12.11.2.2 To become an Enrolled Member in the program, a permanent employee must initially donate one sick leave day. Enrolled Members must then donate one sick leave day per year during the Open Enrollment Period to maintain eligibility.
 - 12.11.2.3 The Sick Leave Bank is available to all Enrolled Members for use during their work year. (Enrolled Members who are 12 month employees may apply to use the Sick Leave Bank year round. All other Enrolled Members are eligible according to their regular work year.)
 - 12.11.2.4 Employees, who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, must wait sixty (60) duty days after their enrollment to become eligible to withdraw from the Bank.
 - 12.11.2.5 The Sick Leave Bank must not be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave, (2) catastrophic leave, (3) extended illness leave.
 - 12.11.2.6 The maximum amount of time for which donated eligible leave credits may be used is twenty-five (25) days for any one catastrophic illness. The lifetime benefits from this policy may not exceed a total of fifty (50) days.
 - 12.11.2.7 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the

total benefit is less than 100% of the employee's basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

12.11.2.8 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as defined herein, when combined with other district income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.

12.11.2.9 An Enrolled Member who receives donated eligible leave credits shall use any leave credits, including vacation, that he/she continues to accrue on a monthly basis prior to receiving/using additional donated eligible leave credits from the Sick Leave Bank.

12.11.2.10 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.

12.11.2.11 If more than one Enrolled Member applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the Enrolled Member applicants. In this instance, additional donations of eligible leave credits may be accepted.

12.11.2.12 Direct Donations

Notwithstanding any other provision of Section 12.11 or its subsections, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Subsection 12.11.2.9, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Subsection 12.11.2.5. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

12.11.2.13 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District.

12.11.2.14 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations to specific employees as stated in 12.11.2.12.

12.11.2.15 The Enrolled Member must waive any and all claims against the Board, District and its officer and employees, arising from the administration of the Catastrophic Leave Program.

12.11.2.16 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

12.11.3 Donating to the Sick Leave Bank:

12.11.3.1 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.

12.11.3.2 All transfers of eligible leave credits are irrevocable.

12.11.3.3 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year.

12.11.3.4 Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.

12.11.3.5 Donations to the Sick Leave Bank are general donations.

12.11.3.6 When and if the eligible leave credits in the Sick Leave bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. Employees seeking to become new Enrolled Members, however, must still donate at least one (1) eligible leave credit to enter the Catastrophic Leave Program.

12.11.4 Utilizing Credits from the Sick Leave Bank:

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

12.11.4.1 The employee must be an Enrolled Member before requesting donated eligible leave credits.

12.11.4.2 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee Board.

12.11.4.3 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.

12.11.4.4 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.

12.11.4.5 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.

12.11.4.6 The Enrolled Member has exhausted all accrued paid leave credits with the exception of extended illness leave.

12.11.4.7 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for AUHSD computer loan payments and

health and life insurance payments.)

12.11.4.8 Conditions, Illnesses, and Injuries Not Covered:

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

ARTICLE 13: VACATIONS

13.1 Eligibility

Permanent employees of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee, or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

Probationary employees may take vacation as approved by their supervisor. Said vacation shall not become a vested right until the sixth (6th) month of employment is complete. Should an employee leave the District for any reason prior to being awarded permanent status, all used vacation will be repaid to the District.

13.2 Accrual

Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

13.3 Number of Days

Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours, i.e., a six (6) hour employee would receive 6/8th of a day per month.

13.4 Additional Days

Employees with more than one (1) year of service in a paid status are entitled to working days of vacation with pay in each fiscal year, in addition to those set forth in 13.3, computed as follows:

1 additional day at the start of the 2 nd year
2 additional days at the start of the 4 th year
3 additional days at the start of the 5 th year
4 additional days at the start of the 6 th year
4 additional days at the start of the 7 th year
5 additional days at the start of the 8 th year
6 additional days at the start of the 9 th year
6 additional days at the start of the 10 th year
7 additional days at the start of the 11 th year

7 additional days at the start of the 12th year
8 additional days at the start of the 13th year
8 additional days at the start of the 14th year
9 additional days at the start of the 15th year
10 additional days at the start of the 16th year
11 additional days at the start of the 17th year

13.5 Use of Days

Earned vacation shall be taken only at times which are mutually agreeable to the employee and his/her supervisor. Employees are encouraged to take vacation at times that have the least impact to the operations of the district and school site. Supervisors will consider reasonableness and impact of essential services to staff and students when approving vacation requests.

Employees are expected to attain approval of vacation days prior to making vacation plans. Vacation days can be used for family leave or personal emergencies when sick leave has been exhausted.

13.6 Accumulation of Days

All vacation days earned by all monthly full-time permanent employees with less than five (5) years of service must be taken within twelve (12) months following the period in which it is earned and may not be accumulated beyond this period. All monthly full-time permanent employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-nine (29) working days under adopted regulations regarding vacations.

13.7 Vacation Schedules

During the first working month of each school/fiscal year, permanent employees shall submit a vacation schedule for that school/fiscal year. All vacation requests shall be given a response in writing by the requesting employee's supervisor within 5 working days. In the event a vacation request is denied, upon request by the employee, the supervisor will provide the employee with the reason for the denial in writing. The employee may request a conference with the supervisor to review the reason for denial. If unsatisfied, the employee should attempt to resolve the matter through the appropriate chain of command. However, the employee may also request a conference with the Director of Human Resources or Human Resources designee to further review the reason for the denial. Changes to the vacation calendar may be amended throughout the year utilizing the same approval process. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the employee for the days that exceed their cap.

The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

13.8 Termination of Vacation

In case of termination, vacation time owed the District shall be deducted from the final paycheck.

13.9 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to action service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. A doctor's written verification of illness will be required in order to commence illness leave under this provision.

13.10 Upon Separation

On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his last regular assignment, except the employee who has not completed six (6) months of employment in regular or restricted status shall not be entitled to such compensation.

13.11 Holiday During Vacation

When a holiday falls during the scheduled vacation day of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.12 Fall, Winter and Spring Break

For the purposes of this Article, the District office shall be open for business during the Fall, Winter and Spring break. Employees who choose to work during the Fall, Winter and Spring break may do so in their own job classification, and at their own work sites except when a work safety issue is presented. Employees are encouraged to schedule vacations during periods when students are not in session.

ARTICLE 14: ASSOCIATION RIGHTS

14.1 Released Time

14.1.1 Association Business

Upon twenty-four (24) hours prior notice to the District and authorization by the President of the Association, the Association shall be provided a maximum of thirty-five (35) days each fiscal year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one-half (1/2) day. Additional days of association business released time may be granted upon prior approval of the District. For any additional days granted, one-half (1/2) of a substitute's salary will be paid by CSEA Chapter #74, provided that the substitute works.

14.1.2 Negotiations

During each school year when negotiations are in progress, and following prior notice and scheduled coordination with the immediate supervising administrator, seven (7) authorized representatives of the CSEA bargaining unit shall be granted a maximum of seven (7) full days of released time each without loss of compensation for the purpose of meeting and negotiating. This released time shall be taken in minimum increments of one-half (1/2) day. Additional days may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent.

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

14.1.3 Representation

CSEA stewards and officers shall be allowed a reasonable amount of release time with pay, following prior notice to the immediate supervisor. Prior notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The District and Association will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.

14.1.4 Training & Education

Training may be conducted by CSEA up to four (4) times per year on District property during regular work hours. The combined total hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Association and a list submitted to the

District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than twenty-one (21) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Association. Training may also be conducted jointly by CSEA and the District for the purpose of educating stewards and supervisors to ensure cooperative labor relations. These training sessions shall be conducted in addition to the released time mentioned in Article 14.1 above and without loss of pay for the CSEA members attending the training. Training dates shall be mutually agreed upon by the District and Association.

14.2 Access

14.2.1 Sites

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

14.2.2 Bulletin Boards

CSEA shall have the right to post notices of matters of Association concern on designated bulletin boards in each school building and District building in areas frequented by employees.

14.2.3 District Mail

The Association shall have the right to use the District mail service, individual employee mailboxes, and e-mail, so far as such use complies with the law. The Association will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. CSEA will be charged \$1.00 for each District mailout, up to a maximum of \$25.00 per year.

14.3 Bargaining Unit Member Information

14.3.1 Seniority Roster

Upon request, CSEA will be provided at a reasonable cost a complete seniority roster of all bargaining employees.

14.3.2 Employee Roster

On or before November 15 of each school year, CSEA will be provided a complete roster of all bargaining employees containing the employee's current classification, location, date of hire, home address, phone number and month of birth.

14.3.3 **Notice of Unit Member Disciplinary Action**

Whenever the District proposes disciplinary action to the Board of Trustees to terminate an employee or to suspend a unit member, provided that the employee consents, the District will promptly notify the CSEA president and the Labor Relations Representative. Such notification will be in writing. The District may, at its option, refrain from informing the Association of the reasons for the proposed suspension or termination.

ARTICLE 15: SEPARABILITY AND SAVINGS

- 15.1 If any provision of this Agreement should be 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.
- 15.2 If any such decision or change in law occurs the parties hereto shall, upon request within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith and/or negotiate a new article(s) to replace the invalidated article(s).

ARTICLE 16: ENTIRE AGREEMENT

The District and the Association (CSEA) shall be bound by those terms which are expressly and explicitly set forth in this agreement. Any past practices or understandings between the Association (CSEA) and the district that are within the scope of bargaining as set forth in Government Code section 3543.2 shall not be subject to modification without negotiations between the Association (CSEA) and the District.

ARTICLE 17: PUBLICATION OF AGREEMENT

- 17.1 The District shall make this Agreement and updates to this agreement available on the District website. The District will provide, upon request and without charge, a copy of this Agreement to any employee in the bargaining unit. At the time of employment, any employee who becomes a member of the bargaining unit after execution of the Agreement, shall be notified in writing of the availability of this Agreement on the District website and their right to receive a written copy of this Agreement without charge. Written changes agreed to by the parties of this Agreement during the life of this Agreement will also be available on the District website and upon request by any employee.
- 17.2 Each year, CSEA will be provided with printed copies of this Agreement equal to 10% of the total membership.
- 17.3 The Association shall have the opportunity to appear at orientation meetings to explain how the Association functions.

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2023 and remain in full force and effect up to and including June 30, 2026 and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate.

During the 2024-25 and 2025-26 contract years, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.


In addition to these articles referenced above, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2023-2024, 2024-2025, and 2025-2026 notwithstanding the results of the limited re-opener of negotiations as outlined above.


This Agreement is dated: March 12, 2024

ANAHEIM UNION HIGH SCHOOL DISTRICT


CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 74

By: 

Brad Jackson
Assistant Superintendent,
Human Resources

By: 

Heather Huttner
CSEA President
Chapter 74

By: 

Karli Nevarez
CSEA
Labor Relations Representative

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2024/2025 SALARY SCHEDULE**
Effective 7/1/24 - BOT Approved 10/16/25

ATTACHMENT A

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	ARTS ASSISTANT 1 - DANCE ARTS ASSISTANT 1 - MEDIA ARTS ASSISTANT 1 - MUSIC ARTS ASSISTANT 1 - THEATER ARTS ASSISTANT 1 - VISUAL	3398.00 19.29	3535.00 20.06	3683.00 20.93	3825.00 21.72	3975.00 22.59	4139.00 23.52	4218.00 23.98	4304.00 24.44	4391.00 24.93	4477.00 25.42	Monthly Hourly
43	CAMPUS SAFETY AIDE INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	3567.00 20.27	3715.00 21.12	3869.00 21.98	4019.00 22.82	4179.00 23.74	4353.00 24.72	4435.00 25.22	4519.00 25.68	4612.00 26.21	4704.00 26.71	Monthly Hourly
47	COMPUTER LAB ASSISTANT INSTR ASST - BILINGUAL (SPANISH) INSTR ASST - BILINGUAL (VIETNAMESE) INSTR ASST - BILINGUAL (KOREAN) INSTR ASST - BILINGUAL (ARABIC) INSTR ASST - BILINGUAL (ROMANIAN) INSTR ASST - SPEC ACADEMIC INSTRUCT/BILINGUAL INSTR ASST - STUDENT/PARENT LIAISON/BILINGUAL OFFICE ASSISTANT/BILINGUAL SCHOOL COMMUNITY LIAISON	3932.00 22.32	4093.00 23.26	4250.00 24.13	4432.00 25.16	4603.00 26.16	4787.00 27.24	4883.00 27.74	4980.00 28.28	5084.00 28.89	5177.00 29.45	Monthly Hourly
49	LEAD CAMPUS SAFETY AIDE	4136.00 23.50	4303.00 24.44	4464.00 25.36	4650.00 26.41	4839.00 27.48	5034.00 28.62	5127.00 29.12	5236.00 29.76	5336.00 30.33	5437.00 30.92	Monthly Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON COLLEGE & CAREER READINESS SPECIALIST DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MEDICALLY FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - DEAF/HARD OF HEARING INSTR ASST - VISUALLY IMPAIRED INSTRUCTIONAL MATERIALS TECHNICIAN LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	4341.00 24.66	4510.00 25.65	4699.00 26.69	4881.00 27.73	5080.00 28.88	5279.00 30.01	5380.00 30.59	5500.00 31.22	5600.00 31.83	5722.00 32.50	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2024/2025 SALARY SCHEDULE**
Effective 7/1/24 - BOT Approved 10/16/25

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
53	SECRETARY-BILINGUAL/ATTENDANCE SECRETARY-BILINGUAL/PROGRAM SUPPORT SECRETARY-BILINGUAL/REGISTRAR-RECORDS SECRETARY-BILINGUAL/SCHOOL SUPPORT TRANSLATOR	4562.00	4737.00	4926.00	5124.00	5334.00	5548.00	5652.00	5769.00	5879.00	6000.00	Monthly
		25.93	26.92	28.00	29.11	30.32	31.51	32.13	32.79	33.41	34.11	Hourly
54		4687.00	4883.00	5080.00	5292.00	5502.00	5727.00	5837.00	5963.00	6079.00	6210.00	Monthly
		26.65	27.74	28.88	30.05	31.24	32.51	33.19	33.88	34.56	35.29	Hourly
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN LICENSED VOCATIONAL NURSE	4786.00	4975.00	5174.00	5380.00	5598.00	5822.00	5934.00	6055.00	6175.00	6302.00	Monthly
		27.23	28.27	29.40	30.59	31.83	33.07	33.72	34.40	35.08	35.81	Hourly
56		4910.00	5099.00	5304.00	5516.00	5738.00	5966.00	6084.00	6209.00	6333.00	6462.00	Monthly
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT BENEFITS TECHNICIAN (until 6/30/25) BUSINESS TECHNICIAN CREDENTIALS TECHNICIAN (until 6/30/25) HUMAN RESOURCES TECHNICIAN (until 6/30/25) PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN (until 6/30/25) SPEECH LANGUAGE PATHOLOGY ASSISTANT	5033.00	5222.00	5434.00	5649.00	5875.00	6108.00	6237.00	6363.00	6488.00	6617.00	Monthly
		28.60	29.66	30.91	32.12	33.38	34.70	35.43	36.17	36.87	37.61	Hourly
58	BENEFITS TECHNICIAN (eff. 7/1/25) CREDENTIALS TECHNICIAN (eff. 7/1/25) HUMAN RESOURCES TECHNICIAN (eff. 7/1/25) RISK MANAGEMENT TECHNICIAN (eff. 7/1/25)	5154.00	5356.00	5570.00	5792.00	6023.00	6264.00	6392.00	6521.00	6649.00	6781.00	Monthly
		29.30	30.43	31.66	32.92	34.23	35.59	36.31	37.07	37.80	38.53	
59	ADMINISTRATIVE ASSISTANT BILINGUAL EMPLOYMENT SPECIALIST FAMILY & COMMUNITY ENGAGEMENT SPECIALIST INFORMATION SYSTEMS SPECIALIST (until 6/30/25) LANGUAGE PROGRAM TECHNICIAN (until 6/30/25) LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN (until 6/30/25) SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR BUDGET TECHNICIAN (until 6/30/25) SR CREDENTIALS TECHNICIAN (until 6/30/25) SR PAYROLL TECHNICIAN (until 6/30/25) WELLNESS COACH SPECIALIST (eff. 10/8/24) WORKABILITY PLACEMENT SPECIALIST (until 10/7/24)	5276.00	5488.00	5704.00	5931.00	6171.00	6417.00	6546.00	6679.00	6811.00	6944.00	Monthly
		29.99	31.19	32.42	33.71	35.07	36.46	37.20	37.95	38.72	39.46	Hourly

ATTACHMENT A

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2024/2025 SALARY SCHEDULE
Effective 7/1/24 - BOT Approved 10/16/25

Salary Range	Position Title		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
60	ARTS ASSISTANT 2 - DANCE ARTS ASSISTANT 2 - MEDIA ARTS ASSISTANT 2 - MUSIC ARTS ASSISTANT 2 - THEATER ARTS ASSISTANT 2 - VISUAL SIGN LANGUAGE INTERPRETER (until 6/30/25) SR ACCOUNTING TECHNICIAN (eff. 7/1/25) SR BUDGET TECHNICIAN (eff. 7/1/25) SR CREDENTIALS TECHNICIAN (eff. 7/1/25) SR PAYROLL TECHNICIAN (eff. 7/1/25)		5406.00	5624.00	5845.00	6081.00	6329.00	6575.00	6709.00	6844.00	6980.00	7120.00
			30.72	31.97	33.23	34.56	35.96	37.37	38.11	38.91	39.68	40.45
61	FOOD SERVICE TECHNICIAN (until 3/30/25) SR ADMIN ASST SCHOOL SUPPORT/BILINGUAL SR ADMIN ASST PROGRAM SUPPORT/BILINGUAL		5536.00	5760.00	5987.00	6231.00	6485.00	6734.00	6871.00	7009.00	7148.00	7294.00
			31.45	32.73	34.03	35.39	36.85	38.27	39.03	39.84	40.64	41.44
62	ASSESSMENT/EVALUATION TECHNICIAN ATHLETIC TRAINER BENEFITS SPECIALIST (until 6/30/25) INFORMATION SYSTEMS SPECIALIST (eff. 7/1/25) LANGUAGE PROGRAM TECHNICIAN (eff. 7/1/25) PARENT INVOLVEMENT SPECIALIST		5769.00	6007.00	6246.00	6496.00	6752.00	7027.00	7173.00	7317.00	7471.00	7615.00
			32.79	34.12	35.47	36.92	38.37	39.93	40.76	41.57	42.46	43.28
63	BEHAVIOR INTERVENTION SPECIALIST BENEFITS SPECIALIST (eff. 7/1/25) BUYER FOOD SERVICE ACCOUNTING SPECIALIST (until 3/30/25) MEDI-CAL BILLING SPECIALIST SIGN LANGUAGE INTERPRETER (eff. 7/1/25)		5818.00	6044.00	6287.00	6545.00	6805.00	7072.00	7217.00	7360.00	7508.00	7661.00
			33.58	34.86	36.27	37.77	39.26	40.80	41.64	42.47	43.32	44.18
64	FOOD SERVICE TECHNICIAN (as of 4/1/25) WEBMASTER (until 6/30/25)		5965.00	6201.00	6449.00	6711.00	6975.00	7253.00	7401.00	7547.00	7700.00	7855.00
			34.14	35.46	36.90	38.40	39.95	41.50	42.35	43.19	44.06	44.96
65	ART DESIGNER WEBMASTER (eff. 7/1/25)		6111.00	6357.00	6612.00	6875.00	7148.00	7437.00	7585.00	7736.00	7891.00	8050.00
			34.70	36.06	37.51	39.05	40.63	42.20	43.06	43.91	44.80	45.72
66	FOOD SERVICE ACCOUNTING SPECIALIST (eff. 4/1/25) PROCUREMENT CONTRACT SPECIALIST SENIOR BUYER		6279.00	6530.00	6794.00	7064.00	7346.00	7640.00	7796.00	7950.00	8107.00	8268.00
68	INFORMATION SYSTEMS ANALYST (until 6/30/25)		6615.00	6878.00	7155.00	7442.00	7740.00	8050.00	8211.00	8375.00	8541.00	8710.00
70	INFORMATION SYSTEMS ANALYST (eff. 7/1/25)		6932.00	7207.00	7498.00	7798.00	8111.00	8436.00	8604.00	8776.00	8950.00	9127.00
			39.82	41.40	43.07	44.80	46.59	48.46	49.43	50.42	51.41	52.43

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2024/2025 SALARY SCHEDULE
Effective 7/1/24 - BOT Approved 10/16/25

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
75	NETWORK ANALYST PROGRAMMER ANALYST	7792.00	8098.00	8430.00	8765.00	9117.00	9480.00	9665.00	9857.00	10059.00	10259.00	Monthly
		44.29	46.01	47.87	49.82	51.80	53.86	54.88	56.00	57.17	58.31	Hourly
76	SYSTEMS ADMINISTRATOR (until 6/30/25)	8188.00	8508.00	8847.00	9201.00	9566.00	9955.00	10148.00	10356.00	10569.00	10777.00	Monthly
		46.52	48.36	50.27	52.28	54.34	56.54	57.67	58.82	60.05	61.22	Hourly
78	SYSTEMS ADMINISTRATOR (eff. 7/1/25)	8581.00	8916.00	9271.00	9642.00	10025.00	10432.00	10635.00	10853.00	11076.00	11294.00	Monthly
		48.75	50.68	52.68	54.79	56.95	59.25	60.44	61.64	62.93	64.16	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$646 after ten (10) years of service with AUHSD
- 4% plus \$1,922 additional after fifteen (15) years of service with AUHSD
- 7% plus \$3,538 additional after twenty (20) years of service with AUHSD
- 10% plus \$4,615 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$4,928 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$168.00

Memorandum of Understanding between the
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
 and its ANAHEIM UNION HIGH CHAPTER NO. 74
 and the
 ANAHEIM UNION HIGH SCHOOL DISTRICT
 Regarding GPS/Zonar Tracking Devices and
 Video Cameras on District Property and Vehicles
 April 19, 2019

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to the following Memorandum of Understanding (MOU) regarding GPS/Zonar tracking devices and/or video cameras/devices:

Evidence produced by the District which does not abide by the following guidelines shall not be used against an employee in a subsequent discipline or discharge hearing.

- (1) Data from GPS/Zonar tracking devices and/or videotape, video data, and digital media files produced by video cameras or other monitoring devices controlled, possessed, or accessed by the District in any way may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy of the data or media (at the highest available quality and/or resolution possessed and/or viewed by the District) is provided to the employee and to her or his CSEA representatives (CSEA Chapter President and Labor Relations Representative), if so engaged.
- (2) The parties agree that simply/only providing a summary of the data from the GPS/Zonar and/or partial selections or clips from videotape, video data, or digital media files capturing or providing context to an incident or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District is not in any way in conformance with this MOU.
- (3) The parties agree that the GPS/Zonar tracking devices may be used to corroborate the time of incidents or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District.

This Memorandum of Understanding shall be fully enforceable through the grievance procedure embodied in the current Collective Bargaining Agreement between CSEA and the District.

This Agreement is subject to the CSEA 610 policy and adoption by the Anaheim Union High School District Board of Trustees.

AGREED:

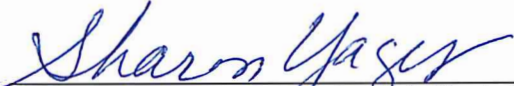
ANAHEIM UNION HIGH SCHOOL DISTRICT


 Brad Jackson, Assistant Superintendent, Human Resources
 Anaheim Union High School District

4/24/19

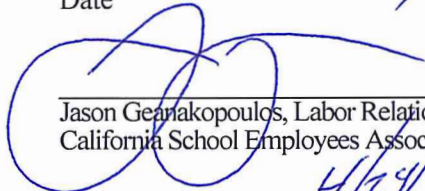
 Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION


 Sharon Yager, President, Anaheim High Chapter No. 74
 California School Employees Association

4/24/19

 Date


 Jason Geanakopoulos, Labor Relations Representative
 California School Employees Association

4/24/19

 Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT**

**Bilingual & Biliterate Status
March 12, 2024**

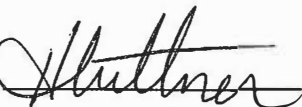
The California School Employees Association and its Anaheim High Chapter 74 ("CSEA") and the Anaheim Union High School District ("District") enter into this Memorandum of Understanding ("MOU") to form a joint work group to review and recommend changes to the current process of determining bilingual and biliterate status, including specific guidelines, job duties, and compensation.

The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the employee's hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than 30 days after the parties reach a final settlement for the 2023-2024 bargaining process. The product of this group shall be shared with the parties' respective negotiation teams no later than September 30, 2024, and will be the starting point for negotiations for the 2024-25 school year on this topic. These dates may be altered by mutual agreement.

This MOU is subject to all approvals required by CSEA Policy and adoption by the Anaheim Union High School District Board of Trustees.

DATED: 3/12/24

DATED: 3-12-24

BY: 

Heather Huttner
President, Anaheim High Chapter 74

BY: 

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

**Professional Growth Program
March 12, 2024**

The California School Employees Association and its Anaheim High Chapter 74 ("CSEA") and the Anaheim Union High School District ("District") enter into this Memorandum of Understanding ("MOU") to form a joint work group to review and recommend changes to the Professional Growth Program to: (a) make the program more accessible to employees and (b) streamline the administration process for the district.

The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the employee's hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than 30 days after the parties reach a final settlement for the 2023-2024 bargaining process. The product of this group shall be shared with the parties' respective negotiation teams no later than September 30, 2024, and will be the starting point for negotiations for the 2024-25 school year on this topic. These dates may be altered by mutual agreement.


This MOU is subject to all approvals required by CSEA Policy and adoption by the Anaheim Union High School District Board of Trustees.

DATED: 3/12/24

DATED: 3-12-24

BY: 

Heather Huttner
President, Anaheim High Chapter 74

BY: 

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT**

**BUS MONITOR ASSIGNMENTS
March 12, 2024**

The California School Employees Association and its Anaheim High Chapter 74 ("CSEA") and the Anaheim Union High School District ("District") enter into this Memorandum of Understanding ("MOU") regarding Instructional Assistants (with the exception of the classification of Instructional Assistant - Specialized Academic Instruction) performing Bus Monitor assignments. Resulting from the 2023-24 joint work group, this MOU relates to the understandings and agreements reached by the District and the Association regarding this work:

A. Bus Monitor Assignment Process –

1. **Comprehensive school sites** will use this process to assign Instructional Assistants (IAs) to a Bus Monitor assignment:
 - a. **General Bus Monitor Assignments:** Bus routes requiring a Bus Monitor are offered in order of district seniority, by site, regardless of the program.
 - b. **1:1 Bus Monitor:**
 - i. Bus routes requiring a Bus Monitor that transport students with an assigned 1:1 IA are first offered to that IA.
 - ii. If the assigned 1:1 IA is either not interested, or is a substitute, the route is then offered by District seniority within the student's program.
 - iii. If no IAs within the program accept the route, it is then offered by District seniority to other IAs within the appropriate classification, based on the specific need of the particular student, at that site.
 - iv. If no IAs within the appropriate classification accept the route, it can then be offered to the student's substitute 1:1 IA, and then to other substitutes within the same program.
 - c. Each site must maintain a list of all IAs that are willing to cover in the case of a Bus Monitor absence.

2. **Hope School** will use this process to assign Instructional Assistants (IAs) to a Bus Monitor assignment:
 - a. IAs are provided a list of all available bus routes.
 - i. Route information includes the assigned students and pick-up time/location.
 - ii. Routes are listed in descending order, based on the approximate duration of time required to complete the route.
 - iii. Routes will be designated based on the type of assignment, as either “Medically Fragile” or “Behavior Support”.
 - b. IAs interested in a Bus Monitor assignment will use a Ranking Sheet to list, in order of preference, the routes they are eligible for based on their classification.
 - c. IAs must complete, sign, and return the Ranking Sheet by the established deadline.
 - d. Routes will be assigned by indicated preference, in accordance with District seniority. After all routes have been assigned, IAs will be notified of their assignment.
 - e. The site must maintain a list of all IAs that are willing to cover in the case of a Bus Monitor absence.

B. Bus Monitor Responsibilities –

1. IAs will be given Bus Monitor contracts for the period of one academic year; however, assignments may end sooner if the assigned route no longer requires a Bus Monitor (e.g. student transfers, moves out of district, graduates, etc.). The contracts (attached) include the following expectations:
 - a. Bus monitors must review and sign the Bus Monitor Procedures and Expectations Document, along with the Bus Monitor Contract, as acknowledgment of what is expected of the IA while supervising their student(s) on the bus.
 - b. Bus Monitors who accompany students requiring supervision will receive specific instructions (including copies of care plans, behavior intervention plans, or any other relevant information and/or training regarding individual student needs and care) as well as procedures that may need to be followed from the appropriate staff prior to the start of the bus monitor’s assignment.
 - c. Bus Monitors may trade bus routes, only if they have completed proper training, with approval from administration.
 - d. Bus Monitors are expected to report and be ready at the designated pick-up time and location.
 - e. Bus Monitors must sign in for their assignment using the designated system.

- f. Bus Monitors are responsible for completing any student equipment checklists prior to bus departure.
- g. Bus Monitors must provide consistent supervision of students while on the bus. Personal cellular phone use should be limited and used only in emergent circumstances while supervising students.
- h. Bus Monitors must not have any work restrictions which would limit their abilities to meet the needs of students on the bus.
- i. Bus Monitors must report absences in a timely manner, and in accordance with the procedures outlined in section C - Bus Monitor Absences below.
- j. Bus Monitors must maintain consistent attendance - *frequent* absences could result in removal from assignment.


C. Bus Monitor Absences –

1. A designated IA will receive an “extra hour” assignment in order to arrange coverage when a Bus Monitor is absent.
 - a. The designated IA will work from 5:00AM to 6:30AM, under the supervision of Hope Administration.
 - i. Hope Administration will interview and select a candidate to fulfill this duty in conjunction with the bus assignment process.
 - b. A District cellular phone will be provided to the designated IA to utilize for the purpose of arranging Bus Monitor coverage.
2. If a Bus Monitor knows in advance that they will be unable to work their Bus Monitor assignment, they will be responsible for arranging their own coverage.
3. If a Bus Monitor has an unexpected absence, they will provide notice of absence from their Bus Monitor assignment (via Google Form) no later than 5:30AM on the day of their absence.
4. The designated IA responsible for arranging bus coverage will use the list of backup Bus Monitors, as provided by each school site, to arrange coverage. This IA will also provide the covering Bus Monitor all necessary information, including bus number, pick-up time, location, Bus Driver’s name, and any other special instructions.
5. If the IA is unable to find a backup Bus Monitor, they will notify Transportation as soon as possible.
6. The above outlined procedure for the coverage of Bus Monitor assignment absences will be initially implemented on a trial basis, effective beginning the 2024 Extended School Year (ESY). During 2024 ESY and the 2024-25 school

year, the parties may meet and agree to any revisions of this section as needed.

This MOU is subject to all approvals required by CSEA Policy and adoption by the Anaheim Union High School District Board of Trustees.

DATED: 3/12/24

BY: 

Heather Huttner
President, Anaheim High Chapter 74

DATED: 3-12-24

BY: 

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
California School Employees Association (CSEA)
and its Anaheim Union High School District Chapter # 74

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) and its Anaheim Union High School District Chapter # 74 agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from \$275 individual/ \$1,100 family to \$325 individual/ \$1300 family
- Increase Rx copay from \$7/\$25/\$50 to \$10/\$30/\$60

EPO Plan

- Increase OV and SP copays from \$20 OV/ \$20 SP to \$25 OV/ \$25 SP
- Increase Rx copay from \$7/\$25/\$50 to \$10/\$30/\$60; AND
- Increase outpatient surgery from 100% to \$150 copay

The current maximum District contribution to the blended composite rate is \$18,022. For the calendar year 2025, the blended composite rate is \$20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be \$20,559.

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

It is agreed and understood that this Memorandum of Understanding is subject to all approvals required by CSEA policy and by the Anaheim Union High School District Board of Trustees.

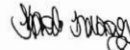
This MOU is dated: 10/1/2024


Brad Jackson (Oct 4, 2024 16:00 PDT)

Brad Jackson
Assistant Superintendent
Human Resources


Heather Huttner (Oct 4, 2024 15:18 PDT)

Heather Huttner
President
CSEA, Chapter 74



Karli Nevarez
Labor Relations Representative
CSEA, Chapter 74

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

MEMORANDUM OF UNDERSTANDING

School Secretary Assignments

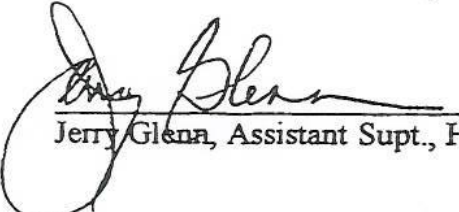
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree to combine the Secretary Clerk and Attendance Clerk classifications. In response to concerns raised by the incumbents this agreement is to clarify how "In-Service Status and Transactions" (Personnel Commission Rules, Chapter 60) will be handled.


- The Classified Personnel Office will post vacancies specifying the office and the job assignment.
- Vacancies will be filled according to Personnel Commission rules as enumerated in Chapters 50 and 60 of the Classified Personnel Policies Handbook.
- The Administrator/Supervisor or the employee may request a voluntary transfer to another assignment within the same class and at the same site. A voluntary transfer, if approved will be permitted without opening the vacancy for transfer, if there will be no change in work year for the employee.
- Work year is specifically related to assignment, and the needs of the district and site.
- The District will meet with CSEA to discuss any involuntary transfers within this classification.
- Employees will be encouraged to meet with their immediate supervisor for clarification of duties assigned to their desk.
- The District and CSEA will work together to develop job/assignment specific training opportunities for employees in this classification.

Date: June 27, 2001

For the District

For the Association


Jerry Glenn, Assistant Supt., Human Resources


Lisette Gomez, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

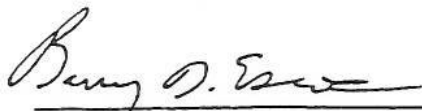
This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) to explore development of a career ladder program for paraeducators.

A committee of two representatives each from District Management, CSEA and the Personnel Commission will be formed to explore options. The Career Ladder Committee will begin meeting prior to April 1, 2003. Recommendations are to be presented to the Negotiations Team sometime following State budget allocation decisions for the 2002-03 and 2003-04 school years, and prior to full District implementation of the provisions required by the US Department of Education under the No Child Left Behind Act of 2002 (NCLB).

This agreement is dated February 18, 2003

For the District:

For CSEA:



Barry D. Escoe, Ph.D.
Assistant Superintendent, Human Resources



Jackie Brock
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

This agreement stipulates acceptance of the Insurance Committee recommendation to the following as it pertains to the prescription drug program under the self-funded PPO Medical and HMO prescription drug plan for active and retired employees.

- Effective January 1, 2007 the Pharmacy Benefit Manager (PBM) will change from Caremark to NMHC (National Medical Health Card Systems, Inc.).
- The administrative fees are guaranteed to October 1, 2009 and renewable each year thereafter.
- This change in PBM will have no effect on the pharmacy program design or benefits to plan participants.
- Services to be performed by NMHC include but are not limited to:
 - Administration of AUHSD's pharmacy program on a fully transparent/pass-through basis
 - Clinical account management, advice, analysis, and cost modeling
 - Assistance with Medicare Part D filings for government subsidy/Group Waiver Credit

For:

ANAHEIM UNION HIGH SCHOOL DISTRICT

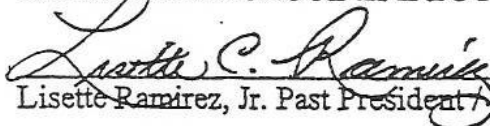


Julie Mitchell, Assistant Superintendent

10/5/06

Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Lisette Ramirez, Jr. Past President / Acting President

10/5/06

Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

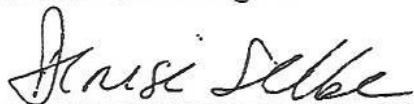
California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA). The District and CSEA Agree to the following items related to the 2007-2008 Reduction in Force/Layoffs for the following school year 2008-2009.

1. It is not the intention of the District to assign work performed by unit members laid off to other job classifications not subject to lay off, or to District volunteers. The District may need to re-distribute work in given job classifications and job descriptions.
2. Those employees laid off have first opportunity to fill provisional positions and limited term positions in any classification, as long as the laid off employee can perform the basic functions of the position opening.
3. Pursuant to the express provisions of the California Education Code Section 45103.1, the District shall not subcontract the work of unit members displaced by the district.

For:

Anaheim Union High School District

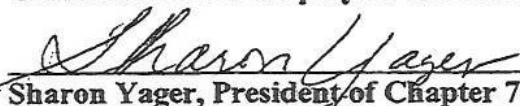
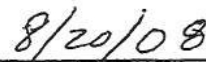


**Denise Selbe, Assistant Superintendent,
Human Resources**



Date

California School Employees Association (CSEA)


Sharon Yager, President of Chapter 74

Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)


Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan shall be amended on a trial basis to include a formulary prescription plan through InformedRX. This plan will include a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, shall be exactly the same as that recommended by the district insurance committee on Monday, October 26, 2009.

AUHSD and CSEA further agree that this trial will end on December 31, 2010, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2010, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2010. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand names.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: 12/11/09



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



TENTATIVE AGREEMENT PENDING RATIFICATION
MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)
And the
California School Employees Association (CSEA)
Chapter #74

CSEA proposes no furlough days for fiscal year 2009-2010. Effective upon ratification up to the period including June 30, 2011, classified bargaining unit members shall take a total of seven (7) furlough days for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Effective July 1, 2011, all furlough days shall cease and unit members shall be restored to the members days worked and full pay prior to imposing of furlough days.

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year of 2010-2011 as a result of the furlough days.

The specific furlough dates shall be negotiated with the district.

The district shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period of time furlough days are in effect up to and including June 30, 2011. The only exceptions would be based upon site closure, program eliminations or reductions, categorical funded positions, and prior MOU agreement dated August 20, 2009.

The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit of \$5729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.


CSEA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

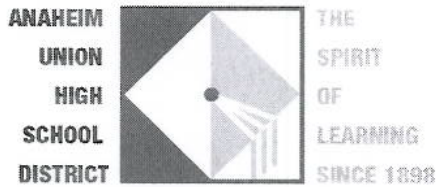
This agreement will sunset on June 30, 2011.

 3/18/10

Russell Lee-Sung
AUHSD Asst. Superintendent H.R.

 3/18/10

Sharon Yager
CSEA President, Chapter 74



MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

FURLOUGH DAYS ADJUSTMENT FOR 2010-11

CSEA and the District agree to the discontinuance of two (2) furlough days for the 2010-2011 school year. The days scheduled to be reinstated shall be March 14, 2011 and April 22, 2011, effective upon ratification of the parties.

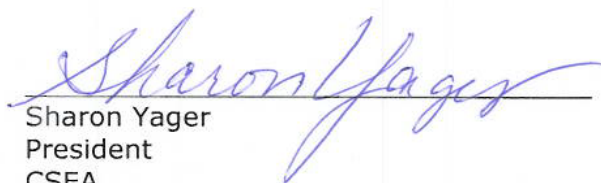
As previously agreed to, the District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit from the period of ratification up to and including June 30, 2011 and only for the 2010-11 school year.

This agreement is dated: January 20, 2011

This agreement shall sunset on June 30, 2011

A stylized signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Russell Lee-Sung
Assistant Superintendent
Human Resources

A stylized signature in blue ink, featuring a large, flowing 'S' and 'Y' followed by a horizontal line.

Sharon Yager
President
CSEA

MEMORANDUM OF UNDERSTANDING

between the

Anaheim Union High School District

and the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant – Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be “blue sheeted” to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment, or routing fluctuations, additional slots are necessary to cover bus supervision, the supervisor principal will select employees to cover the additional assignments by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the “Bus Aide” Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made IN ACCORDANCE TO MERIT RULES.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the busses each day.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant – Severely Handicapped positions at Hope School to ten months and two days (10.10) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of “Extended Year” programs at Hope School. Non-Student days (during “Extended Year”) will be non-work days for employees, but employees will be paid for the July 4 holiday each year.

This agreement is dated: 1/28/04

Barry D. Escoe 1/28/04
Barry D. Escoe, EdD.
Assistant Superintendent, Human Resources

Jackie Brock
Jackie Brock, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)


Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that do not come off sick leave, as stated in Article 12.7.5, will be suspended for the period of two (2) school years (2010-2011 and 2011-2012).

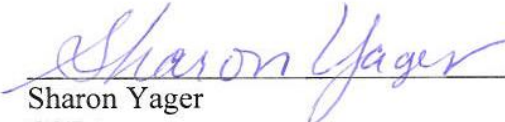
This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations. Starting with the 2012-2013 school year, the two personal necessity days will be reinstated.

This agreement will sunset on June 30, 2012.

This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

WAGES AND ITEMS RELATED TO WAGES

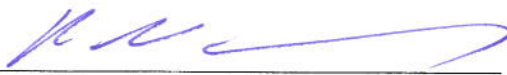
Effective July 1, 2009, the 2009-10 classified (CSEA Bargaining Unit) Salary Schedule, shall remain the same as the 2008-2009 Salary Schedule, and is hereby incorporated into this Agreement as Appendix A.

If the District determines that between March 1, 2010 and March 15, 2010, that it will file a 2nd Interim Report with a "qualified certification", the District may request and CSEA will agree to re-open negotiations for salary for the 2009-2010 school year.

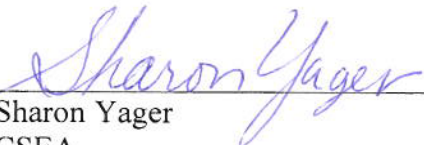
This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2010.

This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at \$5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below \$5939, furlough days will be imposed as follows:

BRL/ADA between \$5988 and \$5939	no furlough days
BRL/ADA between \$5938 and \$5907	one (1) furlough day
BRL/ADA between \$5906 and \$5875	two (2) furlough days
BRL/ADA between \$5874 and \$5843	three (3) furlough days
BRL/ADA between \$5842 and \$5811	four (4) furlough days
BRL/ADA less than \$5810 and \$5779	five (5) furlough days
BRL/ADA lower than \$5779	six (6) furlough days

Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above \$5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed as follows:

- Health Technician II – Hope
- Secretary Records/Registrar – Hope
- Senior Administrative Assistant – Ed. Division
- Campus Safety Aide – Adult
- Computer Lab Assistant – Gilbert
- Instructional Assistant Math – Brookhurst

- Instructional Assistant Math – Dale
- Office Assistant – Bilingual – Adult
- Office Assistant – Bilingual – PMP
- School Community Liaison Bilingual – MV (10-month position)
- School Community Liaison Bilingual – MV (9-month position)
- Secretary Attendance – Bilingual – Adult
- Secretary – Records/Registrar – Adult
- Senior Administrative Assistant – Adult
- Secretary – Records/Registrar (position reduced from 11.5m to 11m)
- Secretary – Records/Registrar Bilingual (position reduced from 11.5m to 11m)

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and CSEA agree to reopen negotiations in the event the 2011-12 state budget has not passed by October 15, 2011 or the 2011-12 state budget has passed with mid-year cuts.

This shall be a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement sunsets June 30, 2012.

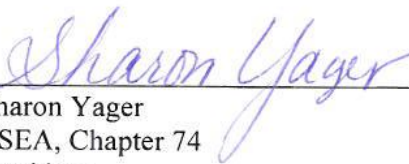
This agreement is dated: June 13, 2011

For the District:

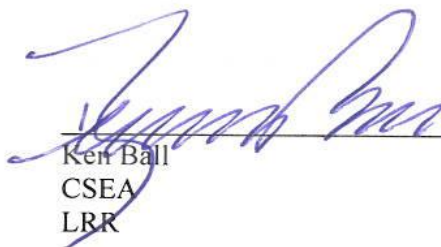
For California School Employees Association
(CSEA):



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences


Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that are not charged to the employee's accumulated sick leave, as stated in Article 12.7.5, will be suspended for the 2011-12 school year (as previously agreed) and the 2012-13 school year. Starting with the 2013-14 school year, the two personal necessity days will be reinstated.

Additionally, for the 2011-12 and 2012-13 school years, Article 12.7.1 is amended to allow unit members to use up to ten (10) personal necessity days instead of seven (7) per school year.

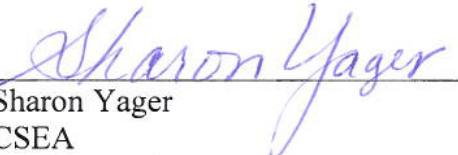
This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2013.


This agreement is dated: June 13, 2011



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan was amended on a trial basis to include a formulary prescription plan through InformedRX. This plan includes a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, are exactly the same as was recommended by the district insurance committee on Monday, October 26, 2009.

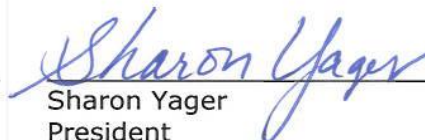
AUHSD and CSEA further agree that this trial will end on December 31, 2011, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2011, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2011. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand name drugs.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: November 4, 2010



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

With this Memorandum of Understanding, The California School Employee Association (CSEA) and the Anaheim Union High School District (AUHSD) agree to modify the HMO health insurance benefit plan for employees as follows:

As it pertains to the HMO plan design changes: Office Visit co-payment and Emergency Room co-payment, Option 5. Increasing the office visit co-payment from \$5.00 to \$15.00 and the Emergency Room co-payment from \$50.00 to \$100.00.

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

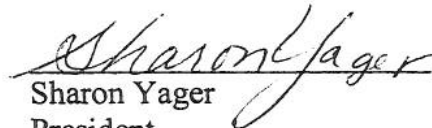
This agreement is dated: September 9, 2008

For the District:



Denise Selbe
Asst. Superintendent
Human Resources

For CSEA:



Sharon Yager
President
CSEA, Chapter 74

California School Employees Association
And The
Anaheim Union High School District

Memorandum of Understanding

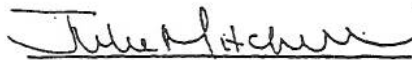
Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the California School Employees Association (CSEA) to develop understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

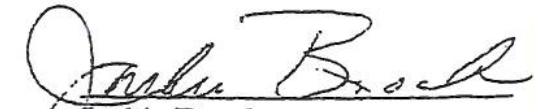
The Association and District shall meet, study and develop a specific plan of action on or before September 30, 2006, which will include incremental steps for implementation.

This agreement dated June 28, 2006

For the District:


Julie Mitchell,
Assistant Superintendent, HR

For CSEA:


Jackie Brock,
CSEA President, Chapter #74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Salary Schedule 2012-13

The salary schedule for the 2012-13 fiscal year shall be the schedule in effect in 2011-12 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be two (2) furlough days for fiscal year 2012-13 if the 2012-13 deficated BRL remains at \$5925 which is the BRL for 2011-12.

If the approved state budget is reduced below the current deficated BRL/ADA or if the budget is further reduced during the school year due to triggered mid-year reductions, the following will occur in this order to address the budget shortfall.

Furlough Days - Add up to seven (7) additional furlough days within the 2012-2013 fiscal year based upon the formula below:

BRL/ADA between \$5925 and \$5846	Work year remains at work year minus two days.
BRL/ADA between \$5845 and \$5814	Work year reduced by one additional budget-cut day
BRL/ADA between \$5813 and \$5782	Work year reduced by two additional budget-cut days
BRL/ADA between \$5781 and \$5750	Work year reduced by three additional budget-cut days
BRL/ADA between \$5749 and \$5718	Work year reduced by four additional budget-cut days
BRL/ADA between \$5717 and \$5686	Work year reduced by five additional budget-cut days
BRL/ADA between \$5685 and \$5654	Work year reduced by six additional budget-cut days
BRL/ADA between \$5653 or below	Work year reduced by seven additional budget-cut days

Any time after November 7, 2012 the district may request and CSEA will agree to negotiate further reductions if necessary.


The dates of the two furlough days plus any additional furlough days will be mutually agreed upon.

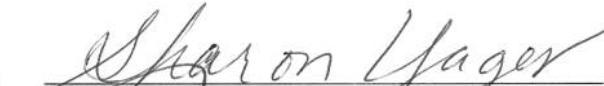
The District shall not implement any layoff action or reduction in assignment action impacting members of the bargaining unit for the period of July 1, 2012 through June 30, 2013. The only exception would be the Board approved layoff of categorical positions enacted on April 19, 2012 and the layoff action on April 27, 2012.

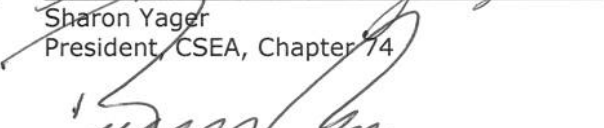
There shall be no reductions in sick leave, vacation leave or holidays for the 2012-2013 school year as a result of the furlough day schedule mentioned above.

This agreement sunsets on June 30, 2013.

This agreement is dated: May 10, 2012


Russell Lee-Sung
Assistant Superintendent, HR


Sharon Yager
President, CSEA, Chapter 74


Kent Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2013-2014 Salary, Bereavement Leave

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following:

Salary 2013-2014

The salary schedule for the 2013-14 fiscal year will remain the same as 2012-13, with no furlough days.


There will be no furlough days for the 2013-14 fiscal year and there will be no layoffs for the 2013-14 school year.

If an agreement is reached with any other collective bargaining group that increases salary for the 2013-14 school year the District will provide the same increase or re-open negotiations.

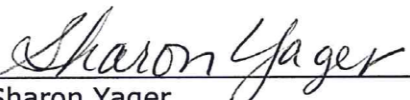
Bereavement Leave

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave. This language will be effective July 1, 2013, and will be moved to the contract Article 12.1 during 2014-15 contract negotiations.

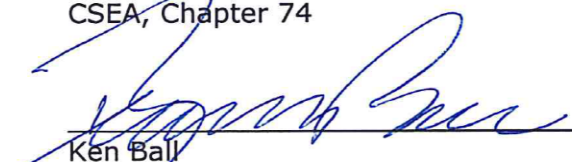
This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree as of January 1, 2012 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Office Visit Co-Pay: Increase office visit co-pay from \$15 to \$20.
- Inpatient Deductible: No change to current plan. No co-pay.
- Outpatient Deductible: No change to current plan. No co-pay.
- Prescription Drug Plan: No change to current plan.

District's Self-insured PPO Benefit Plan and Prescription Plan

- Annual Deductible: Increase from \$200/single to \$275/single, \$600/family to \$825/family.
- Office Visit Co-Pay: No change to current plan. No co-pay for office visits.
- Chiropractic Care: Limit office visits for chiropractic care and services to 31 per calendar year (Current plan limits manipulations only).
- The prescription drug plan:
 - The prescription drug plan vendor will be changed to Express Scripts.
 - Co-Pay: \$5/generic, \$15/brand name
 - No Contingency Therapy
 - No Step Therapy

If any other employee collective bargaining group receives a health and welfare plan for 2012 that is better than the program agreed to above, CSEA will receive the same program.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: December 8, 2011



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President, CSEA, Chapter 74


Ken Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Health and Welfare Program Change for 2013

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree as of January 1, 2013 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Specialist Visit Co-pay: Increase co-pay from \$20 to \$35
- ER Co-Pay: Increase co-pay from \$100 to \$150
- Advanced Imaging Co-Pay: Add co-pay of \$100
- Prescription Drug Plan: Change from two-tier to three-tier with \$5/\$15/\$40 co-pay

District's Self-insured PPO Benefit Plan and Prescription Plan


- ER Co-Pay: Add co-pay of \$100
- Out of Pocket Maximum: Increase the annual coinsurance maximum from \$10,000 to \$12,000
- Prescription Drug Plan: Change from two-tier to three-tier with \$5/\$15/\$40 co-pay

If any other employee collective bargaining group receives a health and welfare plan for 2013 that is better than the program agreed to above, CSEA has the right to accept the new change or reopen negotiations on health and welfare.

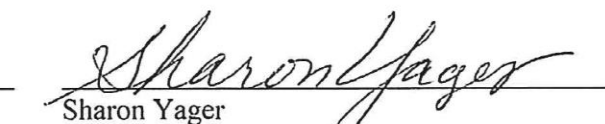
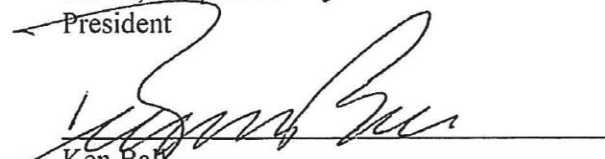
This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: October 11, 2012

For the District:


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association
(CSEA):


Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare – Cost Containment

CSEA and the District agree to the following changes to Article 2 Health and Welfare:

The current medical PPO and HMO plan for the 2012 year is indicated in the MOU approved on December 8, 2011 and supersedes current contract language. The District agrees to cover the costs for all health and welfare for 2012.

Beginning with the 2013 calendar year, the District shall contribute towards the cost of self-insured major medical not to exceed the super composite rate of \$1,197 per month/\$14,364 per year or HMO insurance not to exceed the super composite rate of \$984 per month/\$11,808 per year per eligible employee.

The following sections within Article 2 will be removed since they are no longer relevant:

2.1.1.2; 2.1.1.3; 2.1.4.1; 2.5

Article 2.9.1 will be replaced with revised language previously agreed in an MOU dated March 16, 2012.

Insurance Committee

The Association may name two (2) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

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.

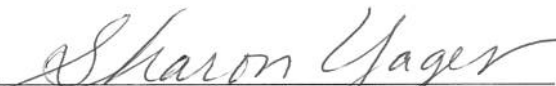
If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and HMO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

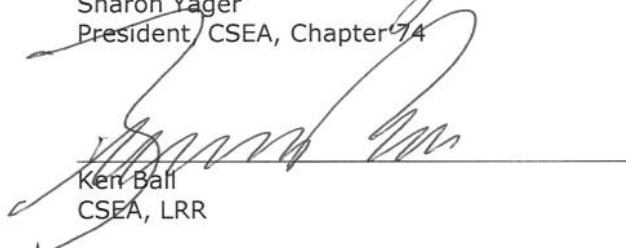
This agreement is dated: MAY 10, 2012



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President CSEA, Chapter 74



Ken Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

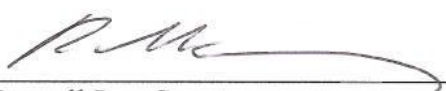
CSEA/AUHSD Effects of Layoffs for 2008-09 School Year.

This agreement applies to employees who were affected by the layoffs for the 2009-10 school year.

1. **District-paid Leave for Seeking Employment** – The district would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment including the two days of PN which are not counted against the employee.
2. **Workload** – The district and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The district agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Bilingual Instructional Aides** – Bilingual IAs who are laid off shall be re-employed to any vacancy in regular instructional aide position after all regular IAs have been offered re-employment or displacement rights within the open classification per 11.20.8 of the contract.
5. **Site Secretary** – The five site secretary positions that were eliminated at the March 5 board meeting were brought to the board on June 4 for approval to rescind the eliminations. CSEA and the district agree to work together to implement a plan to address the problems within this classification prior to consideration of layoffs that affect this classification.
6. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the district received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

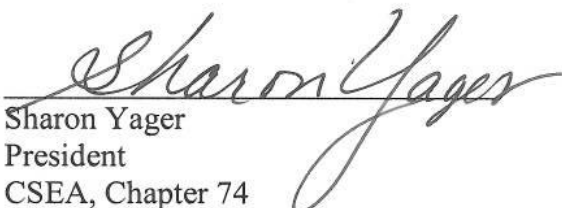
This agreement is dated: 8/20/09

For the District:



Russell Lee-Sung
Assistant Superintendent
Human Resources

For the California School Employees
Association (CSEA):



Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2010-2011 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.
5. **Instructional Assistants Severely Handicapped and Special Education** – Instructional Assistant SH/SE who were reduced from 10.1 months to 9 months shall be returned to 10.1 months in their position when summer school and Extended School Year (ESY) are fully restored.
6. **Extended School Year (ESY)**- Instructional Assistants who are needed for the ESY program during the month of July, 2010, will be assigned in the following manner:
 - First, Instructional Assistant SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
 - Second, Instructional Assistants SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants SH.
 - Third, Instructional Assistants SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2010 at the Hope and Loara school site based on seniority.

7. **Secretary Classifications** – Employees in the classifications of secretary who were either laid off or displaced and transferred to a lower classification shall maintain their seniority from the effective date to when they are reinstated to any secretary classification. The employees in the secretary classification shall not be penalized for unpaid leave caused by layoff or displacement or lose seniority in the secretary classifications due to moving to a lower classification.

8. **Floating Furlough Day**

One of the seven furlough days previously agreed to by CSEA and the district will be a floating furlough day which shall be used at the unit member's discretion. Any request which does not create an undue hardship at the work site shall not be denied by the unit member's supervisor.


Scheduling of the floating furlough day shall occur at the beginning of the school year at the same time as vacation is scheduled.

If there is a conflict which involves another unit member's scheduling on the same day, seniority shall be the determining factor in awarding the day.

If the unit member is denied on the basis of undue hardship and another day is not mutually agreed upon, the unit member shall have the right to appeal to the Assistant Superintendent of Human Resources.


This agreement is dated: 5/26/10

For the District:



Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association
(CSEA):



Sharon Yager
President
CSEA, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2011-2012 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2011, will be assigned in the following manner:

- First, Instructional Assistant-SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Instructional Assistant-SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants-SH.
- Third, Instructional Assistant-SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2011 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Instructional Assistant-SH positions shall be offered to the other Instructional Assistant-SH in the District by seniority.

This agreement is dated: June 13, 2011

For the District:

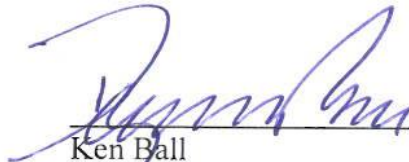
For California School Employees Association
(CSEA):



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2012-2013 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2012, will be assigned in the following manner:

- First, Special Education Instructional Assistant employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Special Education Instructional Assistant employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants.
- Third, Special Education Instructional Assistant employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2012 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Special Education Instructional Assistant positions shall be offered to the other Special Education Instructional Assistant in the District by seniority.

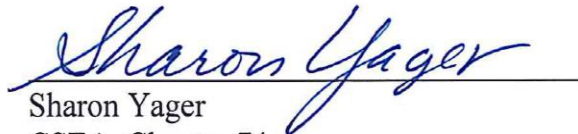
This agreement is dated: June 28, 2012

For the District:

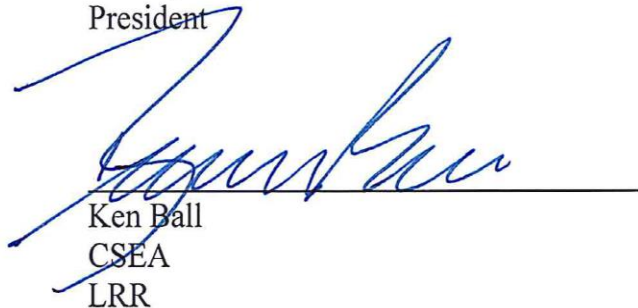


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association
(CSEA):



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant Staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant - Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment or routing fluctuations, additional slots are necessary to cover bus supervision, the Principal will select employees to cover the additional assignment by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made **IN ACCORDANCE TO MERIT RULES.**

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the buses each day.

In the event the need for the number of bus routes mentioned above falls below the 10 most senior employees, CSEA and the District agree to meet and negotiate. CSEA, District, Employee and Supervisor will meet to discuss options.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant-Severely handicapped positions at Hope School to ten months and two days (10.1) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4th holiday each year.


This agreement is dated: June 13, 2011

For the District:

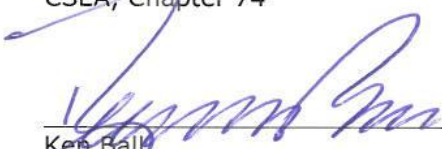


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Special Education Instructional Assistants

The California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) jointly agree to the following changes in the hours and selection of special education instructional assistants. These changes will be a phase-in process over a five-year period.

The intent of this memorandum of understanding is to re-structure the staffing for special education instructional assistants to better meet the needs of the students and instructional staff, and to maintain an experienced and stable team of qualified instructional assistants.

Special education instructional assistants fall into three (3) categories: Instructional Assistant, Special Education (SE), Instructional Assistant, Special Education, Bilingual (SE-BIL), Instructional Assistant, Special Education, Severely Handicapped (SH)

The following changes will conceivably occur within a five-year period and through attrition.

1. Work Hours

- 1.1 Instructional Assistant, Special Education (SE) and Instructional Assistant, Special Education/Bilingual (SE-BIL), will have 5.75 hours.
- 1.2 Instructional Assistant, Severely Handicapped (SH) will have six (6) or more hours.

2. Staffing Guidelines

- 2.1 One (1) 5.75 hour Instructional Assistant, Special Education (SE) or Special Education Bilingual (SE-BIL) per each full time teacher, teaching with a mild/moderate credential, working in a classroom setting with students.
- 2.2 One (1) six (6) or more hour Instructional Assistant, Severely Handicapped (SH) per each full time teacher, teaching with a moderate/severe credential working with severely handicapped or emotionally disturbed students in a classroom setting. Additional Instructional Assistant, Severely Handicapped (SH) positions will be added to address unique circumstances and instructional needs at individual school sites. The Director of Special Youth Services will determine, jointly with school staff and support staff, the need for additional instructional assistants.

- 2.3 One-on-one assistants can be either Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education, Bilingual (SE-BIL), or Instructional Assistant, Severely Handicapped (SH) depending on the unique circumstances and instructional needs of the student requiring support. The Director of Special Youth Services will determine, jointly with school staff and support staff, the classification needed for one-on-one assistants.
- 2.4 Responsibilities requiring additional hours, such as bus assistants, will be assigned to Instructional Assistant, Severely Handicapped (SH) employees.
- 2.5 When determining which classification of instructional assistant is required for an assignment, it is understood that the appropriate classification is determined according to the duties that will be performed by that employee, and the alignment of said duties to the appropriate classification.

3. Vacancies

- 3.1 Instructional Assistant, Severely Handicapped (SH) & Instructional Assistant, Severely Handicapped, Bilingual (SH) positions will be posted and filled as a transfer and promotional opening. This allows interested Instructional Assistants (SE) to apply, test, and interview for the six (6) hour or higher positions with benefits. In the event that there are not a minimum of five (5) qualified candidates, the district may open the position to outside applicants.
- 3.2 Qualified individuals desiring to transfer into an Instructional Assistant (SH) position may request a transfer and will be interviewed.
- 3.3 Qualified individuals desiring to transfer into an Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education/Bilingual (SE-BIL) position may request a transfer and will be interviewed.
- 3.4 Only NCLB compliant employees and applicants may apply or request a transfer to a position with increased hours and/or benefits.
- 3.5 As instructional assistants vacate positions less than 5.75 or 6 hours, those positions will be phased out, and if deemed appropriate and necessary, will be replaced according to the new staffing guidelines as stated herein.

4. Grandfathering of Current Employees

- 4.1 All current instructional assistants who have health and welfare benefits shall continue to have health and welfare benefits as long as they continue in a position which, by contract language, is eligible for such benefits. The exception to this are employees who have accepted a temporary increase in hours which sunsets at the close of the 2006-2007 school year.

- 4.2 All current instructional assistants who are working less than 5.75 or 6 hours and prefer to remain in their current status, will not be penalized or forced to acquire additional hours or to interview for the increased hour positions.

This Memorandum of Understanding shall not be deemed as precedent setting or develop a district practice.

This agreement will sunset on June 30, 2017.

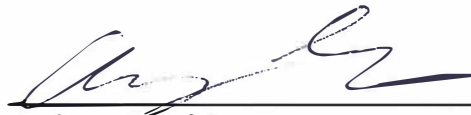
This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND CSEA, CHAPTER 74
REGARDING
COMPLIANCE WITH "NO CHILD LEFT BEHIND ACT of 2001"**

WHEREAS, representatives of the District and CSEA, Chapter 74, met and discussed the compliance issues surrounding the "No Child Left Behind Act of 2001" (hereinafter the "Act"), and California Education Code Section 45330;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of resolving the impacts and effects of the bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the Act and California Education Code Section 45330;

NOW, THEREFORE, the District and CSEA, Chapter 74, agree as follows:

1. Except as provided in paragraph #2 below, the parties agree that all Instructional Assistants (those employees directly involved in the instruction of students, regardless of their funding source) will be administered an assessment/test designed to meet the guidelines of the Act. The parties further agree that Instructional Assistants hired after January 8, 2002, have already met the requirements of the Act through procedures already in place in the district.
2. The parties agree that employees hired prior to January 8, 2002, who can demonstrate that they have attained an AA degree or higher, or who can demonstrate successful completion of at least 48 semester units of coursework at an institution of higher education shall be deemed qualified and will not be required to take the assessment/test.
3. The parties agree that this process is in the best interest of the employees and will ensure equity and transferability, as well as continue to foster the high esteem with which our classified employees are held.
4. The parties agree that the assessment/test being used meets the "rigorous" requirements of the Act and that the passing grade level of 13.0 for each section has been appropriately established.
5. The parties agree that the assessment/test shall be offered at no cost to the unit member. The parties further agree that unit members shall be entitled to retake any or all of the assessment/test as necessary every 90 days to receive a qualifying score at a time scheduled by the District.
6. The parties agree that unit members hired prior to January 8, 2002, will take the assessment/test on a voluntary basis.
7. The parties agree that the District shall have the option of providing training for employees to assist in receiving a passing grade and said training will be offered and taken during duty, non-duty, paid or non-paid time, dependent upon scheduling.

8. The parties agree that unit members who are affected by Title I funding and who do not pass the assessment/test before June 30, 2006, will have the opportunity to administratively transfer to a non-Title I position of equal classification, wages hours, and benefits. Open positions for these employees may be created by the transfer of other Act qualified employees to Title I-funded positions.
9. If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.
10. This memorandum of Understanding shall not obligate the District to enter into any other Memorandum of Understanding on between the district and CSEA, Chapter 74.

Date: 1/28/04

Anaheim Union High School District

By: Barry D. Escoe
Barry D. Escoe, Ed.D.
Assistant Superintendent, Human Resources

Date: 1/28/04

California School Employees' Association, Chapter 74

By: Jackie Brock
Jackie Brock, President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following regarding health and welfare:

Medical Insurance

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

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

Article 2.1.2 Life and AD & D, Article 2.1.3 Dental, Article 2.1.4 – Vision Care Insurance

The plan benefits for Life and Accidental Death/Dismemberment Insurance, Dental and Vision Care Insurance will continue with no change to the benefit plan.

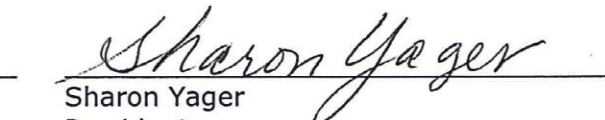
This MOU agreement has no effect on any other language contained in Article 2 Health and Welfare and the MOU – Health and Welfare – Cost Containment dated May 10, 2012.

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

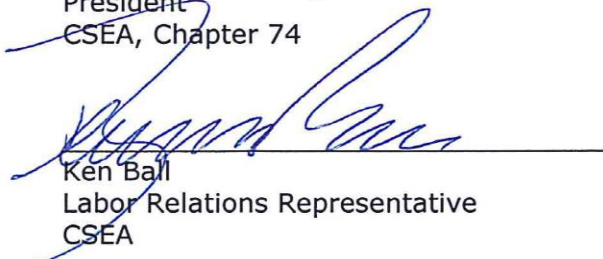
This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Early Retirement Incentive

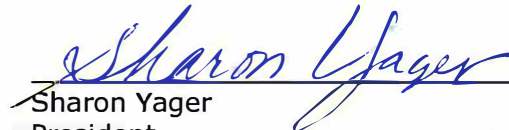
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

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

This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Bilingual Status


This memorandum of understanding stipulates an agreement between the Anaheim Union High School District (District) and the California School Employees Association (CSEA) to develop an understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

CSEA and the District shall meet, study and develop a specific plan of action on or before May 1, 2015. The plan will be a subject of negotiations for 2015-16.

This MOU is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Health and Welfare Program Change for 2016

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

Medical Insurance

PPO

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

HMO

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

The current maximum District's contribution to the blended super composite rate is \$14,101. For calendar year 2016, the maximum District contribution to the blended super composite rate will be \$14,745.

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

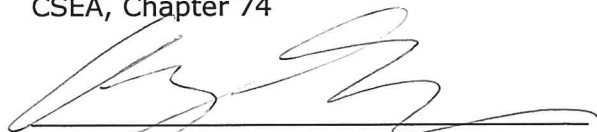
This MOU is dated: December 10, 2015



Brad Jackson
Interim Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andy Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)


CSEA/AUHSD Effects of Layoffs for 2016/2017 School Year

This agreement applies to employees who were affected by the layoffs for the 2017/2018 school year.

1. **Workload** - The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated, which is within the same classification or promotable family group, shall not be required to work beyond their established work day or be disciplined or negatively evaluated due to workload. CSEA members will not be required to perform work outside their classification. The District agrees volunteers, outside agencies or subcontractors will not be used to perform the work of laid-off employees.
2. **School Site Secretaries/Program Support Secretaries** - CSEA employees under these classifications that have been laid off or bumped due to seniority shall be considered as one classification upon open positions, when reinstatement from lay-offs, become available.
3. **Provisional/Limited Team Positions** - The District agrees that wait members who have been laid-off shall have first opportunity to fill provisional/limited term positions in any classification that the minimum qualifications of the position are met. District agrees to rescind the position of office assistant located at Hope School. CSEA and the District agree that the position of school support secretary at Katella High School will relocate work area to the area of the office assistant location at the entrance of the school to assist with helping students, parents, and others needing assistance.


This agreement is dated: May 24, 2017

For the District:



Brad Jackson
Assistant Superintendent
Human Resources

For the California School Employees
Association (CSEA):



Jackie Brock
President
CSEA, Chapter 74

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding Position Additions, Restorations, and Augmentations
November 13, 2018

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to add, restore, or augment the following classified positions for the 2018-19 school year:

- 1) Ten (10) 8 hour, 10 month, Office Assistant positions—one each to be assigned to the following schools: (1) Anaheim High School, (2) Katella High School, (3) Loara High School, (4) Magnolia High School, (5) Savanna High School, (6) Ball Junior High School, (7) Brookhurst Junior High School, (8) Dale Junior High School, (9) South Junior High School, and (10) Sycamore Junior High School;
- 2) Two (2) 8 hour, 10 month, Secretary-Attendance Bilingual positions assigned to Sycamore Junior High School and South Junior High School and one (1) additional 8 hour, 10 month, Secretary-Attendance position assigned to Brookhurst Junior High School;
- 3) Increase of Months of Service to the entire Registrar/Records Clerk Classification and one (1) School Support Secretary at Hope School from 11 months to 11.5 Months;
- 4) Additional classified position additions, restorations, or increases in hours and/or months of service equivalent in cost to three (3) 8 hour, 10 month positions on range 43 of CSEA's Classified Salary Schedule determined by the District to best meet operational needs. In determining these positions, the District shall prioritize restoring, increasing hours, and/or increasing months of service of classified positions previously reduced in number, hours, or months of service or where a bargaining unit member currently resides on the 39 month rehire list.

CSEA and the District agree that the positions added, restored, or augmented above will be reviewed for continuing needs no earlier than three (3) years from the effective date of this Memorandum of Understanding ("MOU"). Should the District experience circumstances during this three year period which warrant the potential layoff of positions within CSEA's bargaining unit, CSEA may request, and the District will agree, to reopen negotiations of this MOU.

This Agreement is subject to CSEA 610 policy requirements and adoption by the Anaheim Union High School District.

AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

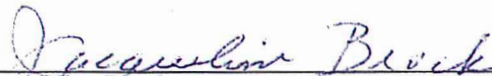


Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District

11-16-18

Date

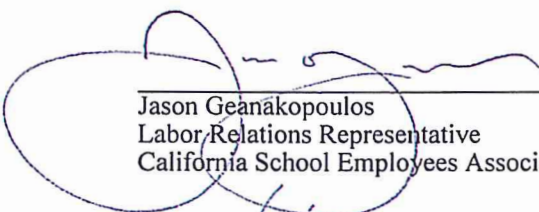
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11-16-18

Date



Jason Geanakopoulos
Labor Relations Representative
California School Employees Association

11/16/18
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #74
ON TEMPORARY REASSIGNMENT OF DUTIES FOR THE 2020-2021
SCHOOL YEAR AND COVID-19**

August 18, 2020

This Memorandum of Understanding ("MOU") is entered into by and between Anaheim Union High School District ("District") and the California School Employees Association and its Chapter #74 (together "CSEA") concerning the District's reopening plan for the 2020-2021 school year.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the unprecedented nature of the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

The parties agree that the following classifications may temporarily be assigned the duties below, respectively. The assignment of the respective duties below shall not exceed the duration of this agreement.

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
41	CAMPUS SAFETY AIDE	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Home visits 47
43	INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43
47	COMPUTER LAB ASSISTANT INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47
51	CHILD WELFARE & ATTENDANCE LIAISON DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
	INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VI) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51
53	SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/REGISTRAR- RECORDS SECRETARY-BILING/SCHOOL SUPPORT TRANSLATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICIAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 staff 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
59	ADMINISTRATIVE ASSISTANT BILINGUAL INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
61	FOOD SERVICE TECHNICIAN SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
62	ASSESSMENT/EVALUATION TECHNICIAN BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
63	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
65	ART DESIGNER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
66	PROCUREMENT CONTRACT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
68	INFORMATION SYSTEMS ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
75	NETWORK ANALYST PROGRAMMER ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
76	SYSTEMS ADMINISTRATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

* "Cleaning – Heavy" duties may be assigned sparingly and only as reasonably necessary

Additionally, the District and CSEA agree as follows:

1. Assignment to Modified Duties: When the District assigns CSEA bargaining unit members duties inconsistent with those contained in their current job description due to COVID-19 responses implemented by the District, the parties agree that the assigned duties will be of temporary duration and the District will make reasonable efforts to disperse the work as equitably as possible. CSEA will be notified when duties are reassigned.
2. Process for Assignment of Modified Duties: The District will provide notice of 2 working days, duty-specific training in accordance with CDPH guidance, and additional training as needed for unit members who are assigned to modified duties.
3. Evaluation Procedures and Discipline: Nothing in this MOU deprives unit members of the evaluation and discipline procedures contained in the Personnel Commission rules or the applicable collective bargaining agreement of the parties shall remain in force and effect
4. Out-of-Class Pay: The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of a higher classification and for a period exceeding five (5) working days within a fifteen (15)

calendar day period shall be placed on the salary range of the existing higher class and shall receive at least a 4% salary increase.

5. **Bargaining Unit Work:** The parties agree that any duties traditionally and exclusively performed by members of the CSEA bargaining unit shall remain bargaining unit work following the District's need to respond to the pandemic. If, during the term of this MOU, employees from other units are temporarily assigned to duties traditionally and exclusively performed by members of the CSEA bargaining unit, those duties shall be returned to unit members as soon as possible. Additionally, CSEA agrees that any duties assigned to CSEA unit members which are traditionally and exclusively performed by members of a different unit shall remain duties of that other unit following the pandemic. The parties agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law.
6. **Duration of Agreement:** This MOU shall remain in effect through June 30, 2021
7. **Non-Precedent Setting:** This MOU shall not be precedent setting nor form any basis for a past practice.




Sharon Yager

President, CSEA



Brad Jackson

Assistant Superintendent, Human Resources



Karli Nevarez

Labor Relations Representative