# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>2</td>
</tr>
<tr>
<td>III</td>
<td>4</td>
</tr>
<tr>
<td>IV</td>
<td>5</td>
</tr>
<tr>
<td>V</td>
<td>6</td>
</tr>
<tr>
<td>VI</td>
<td>8</td>
</tr>
<tr>
<td>VII</td>
<td>9</td>
</tr>
<tr>
<td>VIII</td>
<td>10</td>
</tr>
<tr>
<td>IX</td>
<td>11</td>
</tr>
<tr>
<td>X</td>
<td>11</td>
</tr>
<tr>
<td>XI</td>
<td>26</td>
</tr>
<tr>
<td>XII</td>
<td>27</td>
</tr>
<tr>
<td>XIII</td>
<td>32</td>
</tr>
<tr>
<td>XIV</td>
<td>48</td>
</tr>
<tr>
<td>XV</td>
<td>50</td>
</tr>
<tr>
<td>XVI</td>
<td>51</td>
</tr>
<tr>
<td>XVII</td>
<td>82</td>
</tr>
<tr>
<td>XVIII</td>
<td>86</td>
</tr>
<tr>
<td>XIX</td>
<td>90</td>
</tr>
<tr>
<td>XX</td>
<td>93</td>
</tr>
<tr>
<td>XXI</td>
<td>94</td>
</tr>
<tr>
<td>XXII</td>
<td>95</td>
</tr>
<tr>
<td>XXIII</td>
<td>96</td>
</tr>
<tr>
<td>XXIV</td>
<td>97</td>
</tr>
<tr>
<td>XXV</td>
<td>98</td>
</tr>
</tbody>
</table>

DEA/HBUHSD Contract
2015-2018
XXVII Notice .................................................................................................................. 101
XXVIII Contracts ......................................................................................................... 102
XXIX Assignment and Reassignment ......................................................................... 106
XXX Summer School .................................................................................................. 109
XXXI Extended School Year ....................................................................................... 117
XXXII Voluntary Early Retirement ............................................................................. 118
XXXIII Payroll Deductions for Insurance and Savings ........................................... 121
XXXIV Employee Discipline ...................................................................................... 122
XXXV Peer Assistance Review ................................................................................... 123
XXXVI Right to Privacy ............................................................................................... 130
XXXVII Hybrid-Online Learning ................................................................................ 131

ADULT EDUCATION/HOURLY TEACHER CONTRACT

I Assignment and Reassignment ................................................................................. 136
II Permanent Status ..................................................................................................... 137
III Salary Schedule ...................................................................................................... 139
IV Fringe Benefits ........................................................................................................ 140
V Adult Education/Hourly Teacher Work Year ............................................................ 141
VI Adult Education/Hourly Teacher Work Day ......................................................... 142
VII Personal Illness Leave ........................................................................................... 143
VIII Personal Emergency Leave .................................................................................. 144
IX Leave to Comprehensive High School ................................................................... 145
X Summer School ........................................................................................................ 146
XI Evaluation Procedures for Adult Education/Hourly Teachers ............................. 147

APPENDICES

A Salary Schedules:
   A-1: Salary Schedules, Effective July 1, 2015 ............................................................. 148
   A-2: Salary Schedule, Effective July 1, 2016 ............................................................. 151
   A-3: Salary Schedule, Effective July 1, 2017 ............................................................. 154
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Additional Pay</td>
<td>158</td>
</tr>
<tr>
<td>C</td>
<td>Voluntary Extra Assignment Pay</td>
<td>163</td>
</tr>
<tr>
<td>D</td>
<td>Fringe Benefits</td>
<td>170</td>
</tr>
<tr>
<td>E</td>
<td>School Calendar</td>
<td>173</td>
</tr>
<tr>
<td>F</td>
<td>Academy for Performing Arts</td>
<td>175</td>
</tr>
<tr>
<td>G</td>
<td>Tentative Agreements &amp; Memorandums of Understanding:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tentative Agreement, March 16, 2016</td>
<td>176</td>
</tr>
<tr>
<td></td>
<td>Tentative Agreement, April 29, 2016</td>
<td>225</td>
</tr>
<tr>
<td></td>
<td>MOU – Assembly Bill 375 CFRA, April 29, 2016</td>
<td>230</td>
</tr>
<tr>
<td></td>
<td>MOU – Fringe Benefits, April 29, 2016</td>
<td>232</td>
</tr>
<tr>
<td>H</td>
<td>Class Size/Combination Classes Problem Solving</td>
<td>233</td>
</tr>
<tr>
<td>I</td>
<td>Incident Report Form</td>
<td>234</td>
</tr>
<tr>
<td>J</td>
<td>7/6th Problem Solving</td>
<td>235</td>
</tr>
<tr>
<td>K</td>
<td>Individualized Performance Plan (IPP)</td>
<td>236</td>
</tr>
<tr>
<td>L</td>
<td>Bell Schedule Flow Chart (Article X: Work Day)</td>
<td>240</td>
</tr>
<tr>
<td>M</td>
<td>Hybrid-Online Course Learning Agreement</td>
<td>241</td>
</tr>
<tr>
<td>N</td>
<td>Hybrid-Online Problem Solving</td>
<td>242</td>
</tr>
<tr>
<td>O</td>
<td>Hybrid-Online District-Wide Courses Problem Solving</td>
<td>243</td>
</tr>
</tbody>
</table>

INDEX

................................................................................................................. 244
ARTICLE I: AGREEMENT

This is an Agreement made and entered into this 29th day of April 2016, between the Huntington Beach Union High School District (hereinafter referred to as "District") and the District Educators Association/CTA/NEA (hereinafter referred to as "Association").

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
ARTICLE II: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Resolution No. 27 dated May 5, 1976 as noted below.

1. Teachers, Regular

2. Media Specialists

3. Nurses

4. Athletic Coordinators

5. Master Teachers

6. Department Coordinators

7. Special Education Teachers
   a) Adaptive PE
   b) Autism
   c) Emotional Disturbance
   d) Mobility/Orientation
   e) Mild-Moderate
   f) Moderate-Severe
   g) Speech/Language Specialist
   h) Visually Impaired
   i) Vocational Specialist

11. Special Program Teachers
   a) Core
   b) English as a Second Language
   c) Facilitator/Specialist
   d) Resource Specialists ROP/ Special Programs
   e) Title I Coordinators
   f) Contract ROP Teacher
Article II: RECOGNITION

  g) APA Facilitator
  h) IB Coordinator
  i) MERITS Coordinator
  j) District Educational Technology Coordinator
  k) Facilitator

12. Adult/Alternative School Teachers (15 or more hrs/wk)
   a) Diploma/Learning Center & Independent Study
   b) English as a Second Language
   c) Health and Safety
   d) Learning Center
   e) Older Adults
   f) Parent Education

13. Contract Substitutes
14. Temporary Contract Teachers
15. Home Teachers (15 or more hrs/wk)

It is mutually understood that the Huntington Beach Union High School District and the District Educators Association agree that in light of the voluntary recognition granted on May 5, 1976, neither party will seek a unit clarification or unit amendment with the Educational Employment Relations Board, except for new positions that might be created in the future and about which mutual agreement for unit inclusion cannot be reached.
ARTICLE III: DEFINITIONS

"Day" - shall mean any day of the work year as defined in Article XI of this agreement.

"Employee" - shall mean a member of the bargaining unit that is represented by the Association.

"Immediate Family" - the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, daughter, brother or sister of the employee, or any relative or singular individual designated as significant other living in the immediate household of the employee; mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step-grandmother, step-grandfather, step-grandchild, any dependent for whom the unit member is a court appointed legal guardian, and domestic partners (per AB 2208).

"District" - shall mean the Board of Trustees or the District Superintendent of Schools.

"Teacher" - shall mean a member of the bargaining unit that is represented by the Association.

"Superintendent" - shall mean the chief executive officer of the District, or the chief executive officer's designee.

"Board" or "Board of Trustees" or "Governing Board" - shall mean the public school employer, or the designee of the employer.

"Evaluator" - shall mean an administrative officer of the school to which an employee is assigned and by whom the employee is evaluated.

"Immediate Administrator" - shall mean that member of the District's management team that has immediate jurisdiction over an employee.

"Association" - shall mean the representative council of the DEA, or the President of DEA.
ARTICLE IV: NEGOTIATION PROCEDURES

A. Both parties shall meet and negotiate in good faith on negotiable items for the successor agreement not later than April 1 of the preceding school year. Initial proposals by the Association for a successor agreement shall be presented to the Board no earlier than January of the preceding school year and no later than the last regularly scheduled Board meeting in February of the preceding school year. Any agreement reached between the parties shall, upon mutual ratification, be reduced to writing and signed by them.

B. Either party may utilize the services of outside consultants in negotiations.

C. Negotiations shall take place at mutually agreeable times and places provided that meetings shall be held within ten (10) days from receipt of a written request.

D. The District shall provide a reasonable number of Association representatives with a reasonable amount of released time, without loss of compensation, for purposes of meeting and negotiating with District representatives, and participation in formal impasse procedure mediation and fact-finding sessions.

E. Within a reasonable time after written request, the Board shall provide the Association with copies of all county and state required reports and all public documents that are reasonably related to the negotiation process, and copies of all budgetary documents that have been presented to the Board. The Association shall reimburse the District for the actual cost of reproducing said reports and documents.

F. Not later than November 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of November 1.
ARTICLE V: ASSOCIATION RIGHTS

A. Association representatives shall have the right to make reasonable use of school buildings and facilities under Civic Center Act provisions at all reasonable hours when not in use.

B. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school plant in areas frequented by teachers, and the Association shall provide the administration with a copy of the notice at the approximate time of posting. The Association may use the regular District mail service including electronic communications and teacher mailboxes. It may also use the public address system and daily bulletin for routine communications to teachers, in accordance with established procedures. In the event of any differences of opinion about the nature of such announcements, the principal will be the sole judge of the appropriateness of the use of these channels.

C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times after notifying the administration, as long as such Association business does not interfere with the assigned duties of employees.

Notwithstanding other provisions of this Article, the Association may hold, in District facilities, meetings during teacher conference periods not to exceed two (2) per quarter, with an overall total of four (4) per year. However, when such Association meetings are held, teachers shall be available for requested conference-period activities during some other portion of the work day.

D. Following the established procedures for agenda item submission, the Association may submit agenda items for Governing Board meetings, provided that such items do not contravene the meet and negotiate process. Under the oral communication portion of the Governing Board agenda, the first three items shall be reserved for any comments that recognized or certified employee organizations may care to make.
E. On or before the twentieth day of the school year, the District shall email the Association an electronic delimited file of all Bargaining Unit Members, including names, home addresses, telephone numbers, school emails, school locations, and school phone numbers.

F. The Superintendent shall approve upon written notice from the Association President or his/her designee up to seventy-five (75) days of release time per school year to be utilized for the purposes of representing the Association at legitimate local, state, or national level. This release time shall not be used to participate in any concerted activities against the District or any public agency. The Association shall reimburse the District for the actual cost of necessary substitutes.

G. The Association President and the Superintendent shall schedule at least bimonthly meetings, unless mutually agreed otherwise, to discuss common issues and concerns.
ARTICLE VI: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Association and the Board, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as a natural disaster, national emergency, act of God, or epidemic.
ARTICLE VII: NON-DISCRIMINATION

A. The Board shall not illegally discriminate against any teacher on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization, or participation in the activities of an employee organization.

B. The intent of paragraph A above shall not contravene Affirmative Action program and goals established by the District.
ARTICLE VIII: MAINTENANCE OF BENEFITS

Except as provided for in this Agreement, the Board shall not reduce or eliminate any benefits provided to teachers by adopted policies or written staff rules of the District, or portions thereof, dealing with wages, hours, leaves and transfers, health and welfare benefits, safety conditions of employment, class size, procedures for evaluation, grievance procedures and organizational security provisions that are in existence at the time this Agreement was signed. The provisions of this Article shall apply equally to any other subjects which PERB may subsequently rule to be mandated subjects of bargaining.
ARTICLE IX: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the Grievance Procedure be used for other matters for which specific methods of review are provided by law, or District policies, rules, or regulations.

2. A "grievant" shall mean either a unit member covered by this Agreement filing a grievance form or the Association grieving the alleged violation of any portion of the Agreement. In cases in which multiple grievances are filed on the same issue, only the first written grievance filed will be processed, and the decision rendered shall be applicable to all grievances on the same issue, arising from the same set of circumstances.

3. A "conferee" shall mean any one Association representative selected by the grievant to assist the grievant in presenting and processing the claimant's grievance. An immediate administrator with whom a grievance is filed may also choose a representative in processing grievances. A grievant shall have the right to Association representation at any level of this procedure.

4. "Association" shall mean the employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.

5. "Days" shall mean any day in which the grievant is required to render service.

6. "Immediate Administrator" shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated to
adjust grievance.

7. A "District grievance form" shall mean a District-provided form, completed in writing by the grievant within twenty (20) days of the occurrence or within twenty (20) days of when the grievant could reasonably have known of the occurrence, act, or omission giving rise to the grievance.

B. GENERAL PROVISIONS

1. The purpose of the Procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept confidential, and that the grievant and immediate administrator should attempt to resolve the grievance at the informal level.

2. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance; but upon request of the grievant, the immediate administrator shall place the order, requirement, or directive in writing.

3. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate administrator, or to have the grievance adjusted, prior to Level V, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Levels II, III, or IV shall not be agreed upon by the District until the Association has been provided a copy, and allowed an opportunity to respond either in writing, or in a conference, or both, with the appropriate Administrator.

4. The filing of a grievance shall not reflect unfavorably upon the grievant, or upon the immediate administrator with whom it may be filed.
5. The grievant and immediate administrator shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the conferee that either party may select.

6. Formal grievances (Level II) shall be logged and dated in the order received by the Level I administrator, and each grievance will be taken up in that order. Specific time limits will begin at the time the respective grievance is initially reviewed by the immediate administrator, but in no case shall the initial review by the immediate administrator take place later than fifteen (15) days after the filing of the formal grievance. A copy shall be delivered to DEA.

7. Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved, another grievance based on that particular incident may not be filed.

8. A grievant who fails to comply with the time limits established in this Procedure shall forfeit all rights to apply the Grievance Procedure for the alleged contract violation.

9. Except upon mutual agreement of the grievant, the Association and the District, a grievance still in process at the end of the school year in which filed, shall be continued at the start of the following school year.

10. The District shall provide the Association with a pool of thirty-five (35) days of substitute teacher service for released time for the purpose of processing grievances and an additional 10 days for monitoring and maintaining the contract.

11. The time limits described in this Article may be extended or modified upon the mutual agreement of the parties.
Article IX: GRIEVANCE PROCEDURE

C. INFORMAL PROCEDURE

Level I

The grievant shall meet with the immediate administrator to discuss the potential grievance in an attempt to resolve it informally. Either the grievant or the immediate administrator may bring a conferee to this informal meeting. If the potential grievance is not resolved at this level, the grievant may proceed to Level II.

D. FORMAL PROCEDURE

Level II

Within twenty (20) days of the occurrence, or within twenty (20) days of when the grievant could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on District-provided form to the immediate administrator. The grievant shall provide, on the District form, a clear and concise statement of the grievance, identifying the specific provision(s) of this agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate administrator shall communicate a decision to the grievant in writing within fifteen (15) days after receiving the grievance, or fifteen (15) days after the informal procedure of Level I, whichever is longer.

Within the foregoing time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate administrator may have a conferee present at such a conference.

Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent, or his/her designee, within fifteen (15) days. This written appeal statement should include a copy of the original grievance, the decision rendered at a previous level, and a clear, concise statement
of the reasons for the appeal. The written appeal described herein shall not expand the scope of the formal grievance submitted at Level II.

The Superintendent or his/her designee shall communicate a written response within fifteen (15) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the foregoing limits to discuss the grievance. Either party may have a conferee present at such a conference.

**Level IV - Board Review**

If the grievant is not satisfied with the decision at Level III, he/she may request within fifteen (15) days of the decision that the Association submit the grievance to binding arbitration. If the Association concurs with the request for arbitration, it shall first request a hearing in Executive Session with the Governing Board for the purpose of presenting facts and argument for Board review. Said request by the Association shall be made within fifteen (15) days of the grievant’s request to proceed to arbitration. The Board shall conduct said hearing in Executive Session within fifteen (15) days of the Association's request and shall communicate a written decision to the Association within fifteen (15) days of its hearing. The Board review will include a presentation by the grievant and a presentation by administration with both parties given an opportunity for rebuttal and questions. Nothing said or done in this procedure including the manner in which the hearing is conducted can be used or presented in subsequent arbitration proceedings between the District and the grievant. If the Board fails to respond within the time limits, the Association may appeal to the next level.

**Level V - Binding Arbitration**

In the event the Association is not satisfied with the decision at Level IV, the Association shall notify the Superintendent within twenty (20) days of the Board's decision and demand to proceed to Binding Arbitration. Within ten (10) days of such
notification representatives of the District and the Association shall attempt to agree
upon a mutually acceptable arbitrator and obtain a commitment from said
arbitrator to serve. If the parties are unable to agree upon an arbitrator within the
specified period, the Association shall file a Demand to Arbitrate to the American
Arbitration Association. The selection of the arbitrator and the arbitration
proceeding shall be conducted under the Voluntary Labor Arbitration Rules of the

The arbitrator’s decision will be in writing and set forth the findings of fact,
reasoning and conclusions of the issues submitted. The arbitrator will be without
power or authority to make any decision which requires the commission of an act
prohibited by law or which is violative of the terms of this agreement. The arbitrator
shall have no power to add to, subtract from or modify the terms of this Agreement.
The decision of the arbitrator will be submitted to the Association and the
Superintendent within thirty (30) days of the Hearing or receipt of final arguments
and shall be final and binding upon the parties.

If any question arises as to the arbitrability of the grievance, such questions
will be ruled upon by the arbitrator only after he/she has had an opportunity to hear
the merits of the grievance.

All costs for the services of the arbitrator, including but not limited to, per
diem expenses, his/her travel and subsistence expenses, and cost of any hearing
room if held at other than the District or the Association office, will be borne equally
by the District and the Association. All other costs, except for release time for the
grievant(s), Association representative(s), and witnesses, will be borne by the party
incurring them.
ARTICLE X: WORK DAY

A. FIVE PERIOD ASSIGNMENT

The work day for teachers shall not be more than 7-1/2 hours per day inclusive of a not less than thirty-minute, duty-free lunch period except when:

1. A seven-sixths (7/6) contract is provided for in Article XXVIII: Contracts, Section A.1.f.

2. The professional day includes a back-to-school night requiring employee attendance.

3. BELL SCHEDULES (refer to Appendix L): Effective July 1, 2017,

   a. Bell Schedule Process Committee:

      i. Each site will create a Bell Schedule Process Committee consisting of the DEA Building Chair, DEA Site Rep(s), Site Administrator(s), and other interested DEA members at the site.

      ii. The Bell Schedule Process Committee shall be co-chaired by one (1) DEA Building Chair or Site Representative and one (1) School Site Administrator.

      iii. The Bell Schedule Process Committee shall develop the specific processes at each site that shall be followed in the steps below, and shall produce a list of the types of bell schedules that are needed at each site (e.g. regular day, minimum day, assembly, late start, early release, disaster drill, etc.). In addition, this Committee shall establish the calendar for unit member bell schedule voting based on the guidelines below. Each school’s bell schedules must be submitted annually to the Business-Fiscal Services and Educational Services offices by June 1.
b. The Bell Schedule Committee

i. The Bell Schedule Process Committee is distinct from the Bell Schedule Committee.

ii. Each site will create a Bell Schedule Committee consisting of Site Administrator(s), DEA Site Rep(s) and other interested DEA members at the site. Nothing prevents a Bell Schedule Process Committee member from serving on both of these committees.

iii. The Bell Schedule Committee is responsible for producing the bell schedules (i.e. specific start and end times of the school day, minutes for each class period, and passing periods) in accordance with legally required instructional minutes per CA Education Code.

iv. On or before the last work day (LWD) before winter break of every fourth school year beginning with the 2017-18 school year (i.e. 2017-18, 2021-22, 2025-26), a survey of all members at each site will be conducted by a DEA Building Chair or his/her designee. This survey will decide if the Bell Schedule Committee should consider block schedules or only traditional schedules.

(1) If the results indicate 50% +1 of the responses demonstrate an interest in considering block schedules, the process continues according to Section A.3.d. below.

(Refer to Appendix L Bell Schedule Flow Chart).

(2) If the results indicate less than 50% +1 of the responses demonstrate an interest in considering block schedules, the process continues according to Section A.3.e. below

(Refer to Appendix L Bell Schedule Flow Chart).
c. Definitions

i. For purposes of this section, a block schedule shall be defined as any schedule where teachers do not have a conference period every day.

ii. For purposes of this section, a traditional schedule shall be defined as any schedule where teachers have a conference period every day.

d. If a site is considering block options:

i. On or before the LWD in February of the process school year, the Bell Schedule Committee will research and prepare block-schedule options and at least one traditional schedule option. The Bell Schedule Committee shall produce complete sets of bell schedules as defined by the Bell Schedule Process Committee (Refer to Section A.3.a. above). These options shall be published to the staff no later than the LWD of February. The current bell schedule in use at the site must be one of the bell schedule options.

ii. On or before the LWD in March of the process school year, the Bell Schedule Process Committee will develop an inclusive process (e.g. spend a dot, electronic voting, ballot voting, informal voting, etc.) to narrow the bell schedule options to two. All DEA site members shall have the opportunity to participate in the process. This shall result in one block schedule option and one traditional schedule option to appear on the official ballot for the May vote (Refer to Section A.3.d.iii below).

iii. On or before May 1st of the process school year, the site will hold a vote of the membership conducted by the DEA Building Chair
or his/her designee in accordance with the Association by-laws to choose a bell schedule using the official ballot determined by the results of the March process and shall only include one block option and one traditional option. The bell schedules shall appear on the May ballot.

(1) For the block schedule option to prevail, it must receive 2/3 of the votes cast. A vote for the block option shall be considered a vote to waive the contractual conference period for the duration of the implemented bell schedule.

(2) If the block option does not receive 2/3 of the votes cast, the traditional option will prevail.

iv. The prevailing schedule shall be in effect for the following four school years.

(1) At the end of the first year of implementation, the DEA vote will include a question on the DEA May ballot to trigger an early start of the bell schedule process (Section A.3). Towards the end of this year, DEA members and/or school administration at the site may begin a conversation about the effectiveness of the current bell schedule and whether or not the site should begin the bell schedule process (Section A.3.) in year two for a schedule to be implemented in years three and four of the four year cycle. For the trigger to prevail, at least 75% of DEA members at a site must cast a ballot. Of the ballots cast, 2/3 must indicate a desire to trigger the bell schedule process (Section A.3).
(2) Bell schedules implemented via the trigger process shall only be in effect for the remaining two school years of the four-year cycle.

e. If a site is not considering block options:

i. On or before the LWD of February of the process school year, the Bell Schedule Committee will research and prepare traditional schedule options. The Bell Schedule Committee shall produce a complete set of bell schedules as defined by the Bell Schedule Process Committee (Refer to Section A.3.a. above). These options shall be published to the staff no later than the LWD of February. The current bell schedule in use at the site must be one of the bell schedule options.

ii. On or before the LWD in March of the process school year, the Bell Schedule Process Committee will develop an inclusive process (e.g. spend a dot, electronic voting, ballot voting, informal voting, etc.) to narrow the bell schedule options to two. All DEA site members shall have the opportunity to participate in the process. This shall result in two traditional schedule options to appear on the official ballot for the May vote (Refer to Section A.3.e.iii. below).

iii. On or before May 1st of the process school year, the site will hold a vote of the membership conducted by the DEA Building Chair or his/her designee in accordance with the Association by-laws to choose a bell schedule using the official ballot determined by the results of the March process and shall only include two traditional options. The bell schedules shall appear on the ballot. For a bell schedule to prevail it must receive 50% +1 of the votes cast.
(1) In every case where the May ballot includes a block schedule option the threshold for the block schedule to prevail is two-thirds \(\frac{2}{3}\) of the votes cast. A vote for the block option shall be considered a vote to waive the contractual conference period for the duration of the implemented bell schedule, unless the process is triggered early in accordance to Section A.3.e.iv.1.

iv. The prevailing schedule shall be in effect for the following four school years.

(1) At the end of the first year of implementation, the DEA vote will include a question on the DEA May ballot to trigger an early start of the bell schedule process (Section A.3). Towards the end of this year, DEA members and/or school administration at the site may begin a conversation about the effectiveness of the current bell schedule and whether or not the site should begin the bell schedule process (Section A.3.) in year two for a schedule to be implemented in years three and four of the four year cycle. For the trigger to prevail, at least 75% of DEA members at a site must cast a ballot. Of the ballots cast, \(\frac{2}{3}\) must indicate a desire to trigger the bell schedule process (Section A.3).

(2) Bell schedules implemented via the trigger process shall only be in effect for the remaining two school years of the four-year cycle.

f. Any irregular bell schedule to accommodate a foreseeable special circumstance, for example, mandatory standardized testing, shall
adhere to the process prescribed by the Bell Schedule Process Committee (Refer to Section A.3.a. above). The district and/or school site reserves the right to modify bell schedules during a natural disaster (i.e. heat wave, earthquake) and/or emergency situations where student and staff safety may reasonably be considered compromised. On the rare occasion that an unforeseen and/or unique circumstance arises (e.g. special guest), the Site Administrator shall consult with the DEA Building Chair and/or Site Rep(s) before any bell schedule changes are finalized.

4. Only APA designated classes shall be scheduled outside the regular Huntington Beach High School work day (periods zero through seven). See APA, Appendix F.

The teacher work day, to be structured and directed by the principal, shall consist of not more than five (5) teaching periods, plus one conference/preparation period spanning six consecutive periods, not including the designated lunch period. By mutual agreement between the teacher and the principal, the six consecutive period span described herein may be extended to a seven-period time block.

5. Conference Periods are teacher-directed time and part of the contractual duty day for the unit member to complete his/her professional duties and responsibilities (e.g. annual IPP meeting with site administrator). The employee shall be required to be on duty for a school or district related purpose. On rare occasions and a maximum of once per semester, the Conference Period may be used by Administration to provide voluntary/optional meeting times (i.e. period by period). No teacher shall be required to perform any duty or substitute for any other teacher during this period. Should the teacher volunteer for such duty, the teacher shall be
remunerated as specified in Article X Section B. “Teacher-directed” does not preclude the Site Administrator, in the event of rare unforeseen and/or unique circumstances, after meeting and consulting with the DEA Building Chair and/or Site Rep(s), from scheduling an additional period by period meeting and/or training.

B. SIX PERIOD ASSIGNMENT

By mutual agreement between the teacher and the principal to fill an emergency need, the five teaching periods may be expanded to a six teaching period assignment with compensation as provided in Article XIV, E, Salaries. By mutual agreement between the teacher and the principal, the teacher may substitute during his/her conference/preparation period and receive compensation based upon one-sixth (1/6) of per diem pay.

C. SPLIT TEACHING ASSIGNMENT

1. For the purpose of the article, a split assignment is defined as a teaching assignment in the master schedule at two school sites. A split assignment is also defined as a media specialist or nurse's assignment at two school sites.

2. The District may assign a regular teacher, media specialist, or nurse to duties at no more than two campuses. Teacher thus assigned shall be reimbursed for mileage at the current District rate. Teachers will be paid 2.5 percent per semester of Class V, Step 11 of the Teachers' Salary Schedule for the duration of the assignment. Media specialists and nurses will be paid 3 percent per year of Class V, Step 11 of the Teachers' Salary Schedule. The compensation is for the loss of preparation time within the work day and/or the increase of responsibilities that may result from such assignment.

3. The teacher on split assignment may not be required to travel during his/her duty-free lunch period.

4. The District shall inform the Association of all such assignments.
D. ZERO PERIOD ASSIGNMENT

By written mutual agreement between the teacher and the principal, the teacher may be assigned to zero period.

E. ADJUNCT DUTIES

In addition to the work day described above, teachers shall be required to perform such additional duties as are normally related to the teaching profession.

As long as the District is using the capabilities of Information Services, and mailing students grades to parents, under the present system, the deadline for teachers to turn in grades shall be 4 p.m. on the Thursday following the end of the quarter.
ARTICLE XI: WORK YEAR

The Board shall annually establish the yearly work year calendar for teachers, not to exceed one hundred eighty-three (183) days for returning teachers and one hundred eighty-four (184) days for new teachers. Three days in each calendar year shall be staff development days. Absences on staff development days shall be treated as absences on normal teaching days. Any future additional staff development days during the life of this Agreement shall be voluntary.

The Board shall not establish the yearly work calendar for teachers unless the Association has been provided with an opportunity to consult with the District regarding the composition of the calendar. In the event that an emergency occurs necessitating a change in the calendar after its adoption, as required by law, the Board shall establish necessary modifications, after a consultation with the Association, and only after an application for waiver has been denied by the State Department of Education.
ARTICLE XII: TRANSFER

A. ADMINISTRATIVE-INITIATED TRANSFERS

1. Should a reduction in the number of teachers in a school become necessary for such reasons as financial necessity, reduced school enrollment, shift in school departmental enrollments, or change in the educational program, those teachers who volunteer shall be transferred first provided the qualifications of the volunteers are appropriate to the subject areas and/or grade levels of the available openings. Should involuntary transfers due to staff reduction become necessary, the following factors shall be considered in the order listed to determine which teachers shall be transferred and in what priority order:

a. First Priority: Major-minor field of study.

b. Second Priority: Length of service to the District -- after areas of competence and teaching assignments have been determined, staff members with the least service in this District shall be transferred first.

c. Third Priority Current paid extra-curricular assignments per Appendix B, 1-4, and Appendix C, subsection C, five (5) units or more in that position regardless of method of pay.

d. If two or more teachers with the same seniority date still remain eligible for transfer after these priorities are applied, determination of who will be transferred shall be by lot.

2. Between May and June of each school year, a school may express a greater need for the specialized services of a teacher. Prior to the last day of each school year, except in extenuating circumstances, a teacher may be transferred to another school if the other school has a greater need for his/her specialized services than does his/her present school upon the mutual agreement between the Assistant Superintendent (Human
Article XII: TRANSFER

Resources) and the Association President. If agreement is not reached through this process by the Assistant Superintendent (Human Resources) and the Association President, either party may appeal to the Superintendent for a final decision. If transferred under this provision, a teacher shall remain in the new assignment for a minimum of three (3) years.

3. Notice of administrative transfer will be made in writing to the teacher(s) to be transferred within a reasonable time after such transfer(s) becomes necessary. This notice will originate from the Certificated Human Resources Office and will include the reason(s) for the transfer.

4. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or designated representative, at which time the teacher shall be notified in writing of the reason. In the event the teacher is not available for such meeting, a certified letter shall be sent to his/her last known address.

5. In the event that a teacher objects to the transfer, he/she has the right of appeal. Such appeals shall be made through the grievance procedure.

6. The notice of any involuntary transfer to a permanent teacher must be made in writing.

7. No unit member shall be involuntarily transferred more than once in three years if transferred under A-1 above.

8. If a teacher is involuntarily transferred under 1 and 2 above and an opening at the original school becomes available prior to September 15 of that year, the teacher shall be immediately notified and have first right of refusal to fill the opening.

B. TEACHER-INITIATED TRANSFERS

A teacher may initiate at any time a request for transfer to any position for which he/she is qualified by virtue of credentialing major/minor and competence.

There shall be two categories of teacher-initiated transfer requests as follows:
1. **General Transfer Requests**

   a. At any time during the course of a given school year, a teacher may file a general request for transfer on the District approved form for such suitable opening as might develop during that school year. A vacancy that occurs after October 10 may be filled without regard for such teacher-initiated transfer requests.

   b. At any time during the school year but no later than March 15, a teacher member may express his/her desire to change positions for the next school year. Though this request may indicate the school(s) preferred, it will, by definition, be made at a time when specific openings are not known.

   c. A teacher whose service in his/her present assignment is formally evaluated as unsatisfactory may be considered to be transferred to another position or assignment in order to provide him/her with a reasonable opportunity for improvement. If transferred under this provision, a teacher shall remain in the new assignment for a minimum of three (3) years, except in extenuating circumstances.

2. **Specific Transfer Requests**

   The Certificated Human Resources Office shall, by May 25 of each school year, post at each high school a list of known and anticipated openings for the next school year. An updated list will be posted by June 15. The District will e-mail and post at each school site known and anticipated openings to all certificated bargaining members on or before the date it is posted. A teacher wishing to request consideration for any of these known or anticipated openings shall submit a transfer request no later than one week immediately following the date of the posted listing.

   a. The following steps must be taken:

      i. Requests for transfer shall be made on the District approved form.
ii. The teacher shall send the original copy to the Certificated Human Resources Office, give one copy to his/her principal, and retain one copy.

iii. Once transfer requests are received in the Certificated Human Resources Office, that office shall ensure that the teacher requesting transfer is informed of all appropriate openings.

iv. Teacher-initiated transfers shall not be accomplished unless agreed to by both the prospective principal and the District personnel administrator.

v. After the transfer is agreed to, the departmental assignment(s) will be continued at least for the first semester unless a different assignment is mutually agreed to by the teacher and principal.

3. Selection Process for Both General and Specific Transfer Requests

   Qualified applicants, both from inside and outside of the District, shall be considered for every position opening, inside first. Consequently, teachers initiating a transfer request shall be candidates for the opening(s) appropriate to their requests. The following steps shall apply:

   a. The teacher making the request shall contact the school having the appropriate opening for an interview.

   b. If selected for the opening, the teacher's transfer request shall be endorsed by the receiving principal; thus the transfer is effected.

4. Transfers shall be coordinated so as not to interfere with the placement of teachers returning to the District from leaves of absence.

5. All transfer requests shall be submitted to the Certificated Human Resources Office on the approved form.

6. A transfer request may be withdrawn at any time prior to the official confirmation that the transfer has been effected.
7. Filing of a transfer request is done without prejudice to the teacher. It does not jeopardize his/her present position.

8. The Certificated Human Resources Office will notify the affected staff members regarding the results of their requests for transfer as soon as possible, but no later than July 1.

9. If transferred, a teacher should remain in the new assignment for a minimum of three (3) years, except under extenuating circumstances.
ARTICLE XIII: EVALUATION PROCEDURES FOR TEACHERS

A. PROCEDURES FOR EVALUATION

1. The procedures for the teacher evaluation program shall:
   a. Provide the opportunity for the evaluatee and evaluator to form mutually acceptable goals and objectives;
   b. Base evaluation of teacher performance primarily on student progress towards those goals and objectives;
   c. Provide for continuing, ongoing evaluation of performance;
   d. Provide for continuing, ongoing review of the evaluation procedures, themselves;
   e. Include in the performance evaluation the duties and responsibilities identified in the position description for the evaluatee and other responsibilities which have been mutually agreed upon by the evaluatee and the evaluator/designate;
   f. Take into account the unique qualities and circumstances pertinent to the performance of each individual;
   g. Provide the means for the evaluatee to designate those items in the Performance Evaluation Plan upon which there has not been mutual agreement;
   h. Provide opportunity for multiple input into evaluation, at all levels;
   i. Provide for informing a teacher of specific areas requiring improvement;
   j. Clearly indicate at what point performance is "unsatisfactory";
   k. Provide for establishment of a specific plan and time schedule for improvement of performance, when necessary;
   l. Provide, through the grievance procedure, an opportunity to process alleged violations of the evaluation procedures provided for in this Article.
2. **Summary of Evaluation Program**

The Performance Evaluation Program shall consist of three stages: Planning, Monitoring, and Evaluating. With the support of a counseling evaluator-evaluatee relationship, each phase of the program must provide the maximum opportunity for improvement of performance.

a. **Planning Stage** - Evaluator and the evaluatee shall develop mutually acceptable goals, standards of performance, objectives, work plan, and techniques for the assessment of individual performance.

b. **Monitoring Stage** - Includes periodic reviews, conferences, and a remediation plan, when appropriate, all with the express purpose of maintaining competency, commending outstanding accomplishments, and improving performance.

c. **Evaluation Stage** - Formal written evaluations shall incorporate input from the appropriate sources and shall include a performance assessment of either "satisfactory" or "does not meet District standards of performance."

3. **Time Requirements**

The following dates and general time requirements apply to teachers except as otherwise provided in this Article. Specific deadline dates may vary from year to year and must be determined annually.

| End Eighth School Week following the start of an assignment that begins in the first semester. | Deadline for completion of Individual Performance Plans, and conference for the current school year. |
| At least 30 calendar days prior to the end of the school year. | Completion of Formal Evaluations and delivery to evalutees. |
| On or before June 1 | Evaluation conference for evaluatees who have received Formal Evaluations that year. |
If the above time lines are not followed through no fault of the evaluatee, a Notice of Unsatisfactory Performance will not be issued on a topic contained within the Individual Performance Plan, or employee position description except as provided for in Section 4 of this Article.

B. EVALUATION PROGRAM APPLICATION AND RESPONSIBILITY

1. Applicability

The Performance Evaluation Program procedures shall apply to all teachers. Position descriptions, determined by the District, delineating the duties of each bargaining-unit position shall be a basis for performance evaluation.

Assessment of performance shall be a continuous process. For temporary contract and probationary teachers, formal evaluation shall take place annually while permanent status teachers shall be formally evaluated at least once every two years. Every teacher shall participate in and complete the Performance Planning Process annually.

2. Categories of Bargaining-Unit Positions

While all bargaining-unit positions have duties which relate to student learning, some bargaining-unit positions do so more directly than others. For the purposes of this evaluation program, bargaining-unit positions shall be categorized as either instructional or support staff as listed below:

   Instructional Staff
   Teachers
   Teachers on Special Assignments
   Support Staff
   Nurse
   Media Specialist
   Language, Speech and Hearing Specialist
3. **Responsibility and Input Sources**

There shall be a single management person (the evaluator) officially responsible for the formal evaluation of each teacher. If a change in evaluator occurs, the new evaluator shall meet with the teacher to review the Individual Performance Plan. The following charts designate this responsibility as well as designating and identifying multiple sources of input for the evaluator and the evaluatee to take into account relative to the evaluatee's Performance Plan. These inputs and their use are categorized as to their being required or optional. The following definitions apply:

- **Required Input and Use** - Data regarding the evaluatee's performance must be sought from these sources and must be taken into account by the evaluator in the evaluatee's formal evaluation.

- **Optional Input and Use** - Data regarding the evaluatee's performance may be sought from these sources as deemed appropriate and valid by the evaluatee. Input data so received may be incorporated into the formal evaluation *at the option of the evaluatee*.

**Bargaining-Unit Members**

**Performance Evaluation Input Sources for Teachers**

- **Required Input and Use**
  - Principal
  - Assistant Principal(s) (as appropriate, depending upon school organization)
  - Evaluator (if other than one of the above)

- **Optional Input and Use**
  - Self
  - Students
Article XIII: EVALUATION PROCEDURES FOR TEACHERS

- Peers
- Other sources of meaningful input are also encouraged, as may be appropriate (community, etc.)
- Department Coordinator(s) (should a teacher have assignment in more than one department)

Support Staff

Performance Evaluation Input Sources for Nurses and Media Specialists

Required Input and Use
- Principal
- Assistant Principal(s) (as appropriate, depending upon school organization)
- Evaluator (if other than one of the above)

Optional Input and Use
- Self
- Teachers
- Students
- Peers
- Other sources of meaningful input also encouraged, as may be appropriate (e.g., community, department coordinators, etc.)

C. PLANNING PERFORMANCE

1. The Planning Process

Annually prior to the end of the eighth week following the start of an assignment that begins in the first semester, every teacher shall participate in and complete the Planning Process. The following shall be requirements of this process:

a. There shall be personal contact between the evaluatee and the evaluator during the Planning Process to ensure mutually agreeable plans.
b. Each teacher shall develop an Individual Performance Plan (see section 2 following).

c. There shall be a Performance Planning Conference (see section 3 following) between the evaluatee and the evaluator the purpose of which shall be to establish the mutual agreeability of the Individual Performance Plan.

d. Any disagreement over the plan must be promptly resolved (see section 4 following).

e. In the case of bargaining-unit instructional staff, each evaluatee shall be notified in writing by the evaluator/designate of the date of the Performance Planning Conference, such notification to be made no later than three weeks prior to the conference.

2. Individual Performance Plan

   The Individual Performance Plan, along with the evaluatee's position description, shall be the basis of evaluation for teachers, and every teacher shall complete such plan annually utilizing the District approved form which shall include specific plan requirements. Elements of plans prepared for previous years, or terms, may be used as appropriate and timely.

   The plan shall be consistent with the following:

   a. The official position description for each individual's assignment.

   b. In the case of a teacher, the requirements for the courses taught, as delineated in official course descriptions. Teachers shall be required at the direction of the principal, to add not more than one course per year to his/her performance planning, leading toward the goal of employee performance planning encompassing all subjects taught.

   c. Educational goals and objectives of the District, as prioritized by the particular school.
d. Educational goals and objectives of the District, as established in Board Policy 6120.

e. Board policies and staff rules.

A file copy of each evaluatee's Individual Performance Plan shall be retained by the evaluator.

3. Performance Planning Conference

There shall be a Performance Planning Conference between the evaluator and evaluatee prior to the end of the eighth week following the start of an assignment that begins in the first semester. The purpose of this conference shall be to discuss and reach agreement on the evaluatee's Individual Performance Plan. Subsequent to this conference, the Performance Plan may be changed, but such changes must continue to be mutually agreeable to the evaluatee and evaluator. Record of such conference(s) shall be maintained on the "Individual Performance Plan Record Sheet."

4. Resolution of Disagreement

Failure of the evaluator and evaluatee to reach agreement with regard to any part of the Individual Performance Plan shall necessitate that the two parties designate a third party or parties to mediate the disagreement. In the event no agreement is reached on a third party or parties the evaluatee shall select the third party, or parties. Resolution of disagreement shall begin at the earliest possible time that disagreement becomes apparent, but no later than the end of the eighth school week.

The third party, or parties, shall have five (5) school days to attempt resolution of the disagreement. Implicit in the role as mediator, the third party, or parties, shall not make any formal or written recommendations except by mutual agreement of the evaluatee and the evaluator. If this resolution fails, final decision shall be made by the evaluatee's evaluator.
within five (5) school days, and record of the disagreement shall be made on
the "Individual Performance Plan Record Sheet."

D. MONITORING PERFORMANCE

1. The Monitoring Process

The purpose of the Monitoring Process is to effect continuing contact
between the evaluator and the evaluatee in order to assess the progress of
the evaluatee with regard to his Performance Plan and to provide such
assistance as may be necessary.

The Monitoring Process shall include periodic progress review
contacts for the purpose of summarizing and recording strengths and/or
weaknesses of the evaluatee in relation to the Individual Performance Plan
and for providing assistance, when necessary. The process provides for
written commendation of performance or formal notification of
unsatisfactory performance as well as allowance for remediation, and time
limits are specified where necessary.

2. Progress Review

a. At least one Progress Review cycle is required prior to formal
evaluation, if such evaluatee is scheduled for evaluation in that school
year.

b. The Progress Review cycle shall include:

i. At least one observation by the evaluator of performance of
duties and fulfillment of the Individual Performance Plan.

ii. At least one Progress Review Conference between the
evaluator and the evaluatee to be held as soon as possible after
each observation and not later than ten (10) school days after
such observation.

iii. As many other observations and contacts as are mutually
agreed to by the evaluator and the evaluatee.
iv. Written records of such conference(s) to be maintained by the evaluator on the "Individual Performance Plan Record Sheet" with copies of such records to be provided to the evaluatee within five (5) school days after the conference.

c. Progress Review cycles shall occur according to the following timeline:
   i. The one mandatory Progress Review cycle referred to in section 2a above shall be completed no later than February 1 of the school year.
   ii. Should the written record of the Progress Review cycle referred to above clearly indicate that the evaluatee needs to improve in any area under evaluation, a second Progress Review cycle shall be completed no later than April 30 of the school year and prior to the completion of the evaluatee's formal written evaluation as described in sections E1 and E2 below.

3. Mutual Assistance Plan
   a. The Mutual Assistance Plan is a program of improvement developed jointly by the evaluatee and evaluator in order to improve an area of performance.
   b. The Mutual Assistance Plan shall be initiated whenever the evaluator indicates by written notation a weakness on the part of the evaluatee in fulfilling the Individual Performance Plan and the position description.
   c. A Mutual Assistance Plan must have been in effect for a minimum of four (4) school weeks before a Notice of Unsatisfactory Performance can be given to a permanent or probationary teacher (see section 4 following). A Mutual Assistance Plan shall include a specific indication of the time period to be allowed for improvement. This shall be determined jointly by the evaluatee and the evaluator in order to permit a reasonable period of time for improvement.
Article XIII: EVALUATION PROCEDURES FOR TEACHERS

4. Notification of Unsatisfactory Performance

a. When the evaluator determines, upon completion of a Mutual Assistance Plan, that the plan has not brought about the necessary improvement and that a Notice of Unsatisfactory Performance is warranted, the evaluator shall so inform the evaluatee and schedule a meeting to be held within five (5) school days of completion of the Mutual Assistance Plan. The evaluatee and the evaluator shall attend this meeting for the purpose of reviewing all steps taken to this point.

b. If the evaluator decides that the Notice of Unsatisfactory Performance should be given, in not less than five (5) nor more than seven (7) school days of the conference alluded to in "a" above, the notice shall be prepared and given to the evaluatee. This notice shall delineate the areas of unsatisfactory performance, the remedial steps previously taken, and the conditions necessary to constitute satisfactory performance.

c. Within five (5) school days after a Notice of Unsatisfactory Performance is given, an additional Mutual Assistance Plan shall be instituted by the evaluator and the evaluatee. This plan must specify a reasonable period of time to permit improvement. In the case of
Article XIII: EVALUATION PROCEDURES FOR TEACHERS

permanent employees, this time period shall be as specified in
Education Code Section 44938.

d. The evaluatee shall have the right to initiate a written reaction or
response to the Notice of Unsatisfactory Performance.

e. The Notice of Unsatisfactory Performance, along with the related
Individual Performance Plan and Mutual Assistance Plan(s), shall be
made a matter of record in the evaluatee's personnel file(s)
maintained by the evaluator.

f. Notwithstanding any/all other provisions of this Article, in cases in
which an immediate administrator issues a written notice of
unprofessional conduct or incompetency, as contemplated within
Section 44938 of the Education Code, an evaluation dealing with the
issue(s) causing said written notice shall also be delivered to the
employee, specifying the nature thereof with such specific instances
of behavior and with such particularity as to furnish the employee an
opportunity to correct his/her faults and overcome the grounds for
such a charge. Within five (5) days of delivery of such notice, the
evaluatee and the evaluator shall attempt to jointly develop a
corrective action plan designed to correct the deficiencies contained
in the written notice and evaluation described above. Such a
corrective action plan shall be in effect a reasonable period of time
before the Board may consider issuance of an intent to dismiss the
employee to whom a notice of unprofessional conduct or
incompetency has been issued. The immediate administrator shall not
issue a notice to an employee as provided for herein without receiving
the advance approval of the Superintendent.

5. Teacher Personnel Files

a. General Provisions
Article XIII: EVALUATION PROCEDURES FOR TEACHERS

i. The Certificated Human Resources Office shall establish and maintain file(s) for each teacher. A teacher’s personnel file will be housed at the District Office. No other permanent personnel files shall exist.

ii. The file(s) shall be the official District repository for material in the following categories:

**Initial Employment** - Materials associated with initial employment such as application, transcripts, placement file(s).

**Continuing Employment** - Materials necessary for and resulting from a teacher's employment in the District, such as credentials and payroll, assignment, promotion, transfer, performance evaluation, commendations and recommendations.

iii. The District shall take such precautions as necessary to provide for the physical security of these records.

iv. Material kept in any file between formal evaluations and not then included in the subsequent evaluation will be discarded or placed in the permanent personnel file at the District office.

b. **Employee Rights**

Each teacher shall possess the following rights with reference to his/her personnel file(s) whether established and maintained at the District Office or at the local campus.

i. Strict observance by the District of absolute confidentiality of the personnel file(s), which shall mean that:

1. Access to and use of the contents of the file(s) shall be limited exclusively to those persons with a legitimate administrative need for such data.

2. Such access to and use of the contents of the file(s) including insertion of materials into the file(s), shall be under direct authorization and responsibility of the
Board of Trustees and the Superintendent, or his/her designee(s). In addition to the above management personnel, the management personnel of the plant to which the teacher is assigned and the teacher or his/her designated representative shall have access to the file(s).

ii. Teachers or former teachers or their designated representatives shall possess the right to have the contents of their file(s) disclosed to themselves, and the teachers shall possess the right to have copies of the contents included within the files made available to themselves at a reasonable fee, except documents originating from outside this District which were solicited or received prior to the origin of employment in this District, were prepared by identifiable examination committee members, or were obtained in connection with promotional examinations.

iii. Any derogatory material not shown to a teacher within thirty (30) days after receipt of such material or composition of such material shall not be allowed as evidence in any grievance or in any disciplinary action against a teacher.

iv. No evaluations, correspondence, or other material making derogatory reference to a teacher's, or former teacher's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments.

(1) Derogatory statements from nonprofessional sources shall not be included in the teacher's personnel file(s) unless the teacher has first been provided with a written and signed copy of the derogatory material and has
been given an opportunity to attach a response thereto.
In no case shall derogatory materials from anonymous sources be placed in a teacher's personnel file.

(2) Copies of all written evaluations made by management personnel shall be made available to the teacher concerned within thirty (30) days of said evaluation.

(3) Each teacher or former teacher shall possess the right to make part of his/her personnel file(s) any written response to any documents included within the file(s) and to make part of his/her file(s) any documents or exhibits which, in the judgment of the teacher, relates to his/her employment status in the District.

(4) No derogatory information contained in a teacher's personnel file(s) shall be released to persons outside the District except in writing and with a copy forwarded to the teacher. Any information may be released at the teacher's request.

6. **Personal and Academic Freedom**

   The Board shall not inquire into nor predicate any adverse action upon a teacher's personal, political, and organizational activities or preferences, unless such activities and preferences affect the teacher's job performance.

E. **EVALUATION PERFORMANCE**

1. **Formal Evaluation Process**

   The assessment of each teacher's performance shall be made on a continuing basis, but periodic formal, written evaluation shall be required. For probationary teachers, formal evaluation is to be conducted at least once a year, and permanent status teachers shall be formally evaluated at least once every other year. The following requirements shall be the responsibility of the evaluator in developing the formal written evaluation:
Article XIII: EVALUATION PROCEDURES FOR TEACHERS

1. The evaluator shall ensure that all required sources of input are taken into account in the teacher's evaluation.

2. Written evaluation shall be made on the District approved evaluation form. Beginning with the 2006-07 school year, teachers may volunteer to include one (1) or two (2) of the California Standards for the Teaching Profession (CSTP) as part of their IPP during the term of this Agreement. The selection of the CSTP(s) shall be the choice of the teacher. Teachers who use the CSTP as part of their evaluation must receive training on the standards prior to their evaluation cycle. These teachers shall be evaluated only by an administrator who has been trained in the process and tools of the CSTP.

3. Evaluation shall be made on the basis of the Performance Plan, position description, any Mutual Assistance Plans which have been utilized, and any Notices of Unsatisfactory Performance which have been given. Evaluations shall include a performance assessment of either "satisfactory" or "does not meet District standards of performance."

4. All evaluatees due to receive formal evaluations in any year shall receive their written evaluations no later than thirty (30) days before the last day of the regular school year.

5. The evaluator shall ensure that procedures required by this evaluation program have been followed and that the evaluatee, in effect, has received due process.

6. If the formal evaluation reflects satisfactory performance, only the Formal Evaluation form (plus any additional comments the evaluatee may wish to submit) shall be placed in the teacher's personnel file in the District Office. In case the formal evaluation reflects unsatisfactory performance, the Individual Performance Plan and all associated...
Article XIII: EVALUATION PROCEDURES FOR TEACHERS

documentation shall become a matter of record in the teacher's personnel file at the District Office.

2. Evaluation Conference

The evaluator shall ensure that each evaluatee shall have the opportunity for a conference with the evaluator to discuss the formal evaluation. This opportunity must be provided subsequent to the time the evaluatee receives the written evaluation and prior to June 1.

The evaluatee may be accompanied by a representative at this meeting if he/she desires.

3. Evaluation Appeal Procedure

The established grievance resolution procedure of the District shall be utilized for processing any disputes which arise over alleged procedural violations of the evaluation procedures provided for in this Article.

In the event that a procedural dispute arises and such dispute is resolved in favor of the teacher, no record of the disputed evaluation shall be kept by the District in any file, office, or place. Any such record(s) as exist(s) shall be delivered to the evaluatee for disposition. However, nothing herein shall be construed to limit the right of the evaluator to prepare and deliver subsequent evaluation materials that are prepared in accordance with the evaluation procedures provided for in this Article.

Should dismissal or nonrenewal of employment contract be involved, appeal of an evaluation procedure violation shall not circumvent or inhibit the rights of the District, or the employee, in any way.
ARTICLE XIV: SALARIES

A. The 2015-16 schedule will be distributed annually upon implementation, related extra pay factors are contained in Appendix B; Summer School compensation is provided for in Article XXX.

1. Effective July 1, 2015, the salary schedule increase will be four point seven five (4.75%) percent. See Appendix A-1.
2. Effective July 1, 2016, the salary schedule increase will be point five (0.5%) percent. See Appendix A-2.
3. Effective July 1, 2017, the salary schedule increase will be point five (0.5%) percent. See Appendix A-3.

Contingency Language: The District’s Second Interim Report for the 2015-16 school year is the basis for a contingent additional salary increase for the 2017-18 school year.

HBUHSD 2015-16 Second Interim MYP 2017-18

Projection LCFF Sources – March 10, 2016.............................. $145,528,830

Plus $1,000,000 above $145,528,830.............................. $146,528,830

HBUHSD First Interim, General Fund 01, LCFF Revenue – December 2017................................................................. $_________

If actual LCFF General Fund Revenues are greater than $146,528,830, fifty percent (50%) of the amount over $146,528,830 shall be used to permanently increase bargaining unit salaries retroactive from July 1, 2017.

Cost of 1% plus reconciled statutory benefits shall be calculated by an accurate scattergram produced by the HBUHSD payroll department on October 15, 2017 and emailed to the DEA Co-Bargaining Chairs.

B. The additional compensation for Coordinators and Master Teachers is set forth in Appendix B.

C. Effective July 1, 2014, Coast High School Teachers shall be placed on Appendix A Teacher Salary Schedule in accordance with a MOU jointly written by the Association
Article XIV: SALARIES

and the District. The current 2013-14 Coast High School and Home Teacher Hourly Schedule shall be renamed to solely read “Home Teacher Salary Schedule.”

D. Effective July 1, 2015, the Home Teacher Hourly Salary Schedule increase will be four point seven five (4.75%) percent. See Appendix A-1.

Effective July 1, 2016, the Home Teacher Hourly Salary Schedule increase will be point five (0.5%) percent. See Appendix A-2.

Effective July 1, 2017, the Home Teacher Hourly Salary Schedule increase will be point five (0.5%) percent. See Appendix A-3. Effective July 1, 2017, the Home Teacher Hourly salary schedule increase will be increased in accordance with the contingency language as in Section A.3 above.

E. Teachers holding a doctoral degree shall receive an annual stipend of $2,000. Stipends will be paid only for doctorates in the employees’ major or minor teaching fields or in education related fields.

F. COMPUTING PAY FOR FRACTIONAL ASSIGNMENTS

Compensation for fractional assignments shall be the following:

<table>
<thead>
<tr>
<th>6 teaching periods + conference period</th>
<th>7/6 salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 teaching periods + conference period</td>
<td>Full salary (6/6)</td>
</tr>
<tr>
<td>4 teaching periods + conference period</td>
<td>5/6 salary</td>
</tr>
<tr>
<td>4 consecutive teaching periods, or 4 hour time block, and no conference period</td>
<td>4/6 salary</td>
</tr>
<tr>
<td>3 teach periods with one or more intervening periods, one designated as conference period</td>
<td>4/6 salary</td>
</tr>
<tr>
<td>3 consecutive teaching periods, or 3 hour time block with no conference period</td>
<td>3/6 salary</td>
</tr>
<tr>
<td>2 teaching periods, with one or more intervening, one Designated as a conference period</td>
<td>3/6 salary</td>
</tr>
<tr>
<td>2 consecutive periods, or 2 hour time block, with no conference period</td>
<td>2/6 salary</td>
</tr>
</tbody>
</table>

Any unit member assigned four teaching periods consisting of three or more preparations shall also be assigned a conference period. Such unit members will, therefore, have a 5/6 salary.
ARTICLE XV: FRINGE BENEFITS

A. A brief summary of the voluntary fringe benefit coverage for the term of this agreement is contained in Appendix D.

B. Fringe benefit coverage shall be provided through September 30 for those unit members working a full school year.

C. The health and welfare plans shall be maintained and fully funded by the District through December 31, 2018 for benefit eligible unit members and their eligible dependents. The health and welfare plans include United Healthcare PPO, United Healthcare HMO, and Kaiser HMO medical plans administered through the VEBA trust, dental, vision, life, accidental death and dismemberment, and long term disability (LTD).

D. For retiree benefits see Article XXXI.

E. The District and Association agree to continue to meet quarterly to discuss common interests and issues related to the health benefits program. The District shall provide health benefits data including but not limited to:

1. Utilization reports and updates
2. Financial data related to health premiums
3. Other health coverage issues
4. Option of entering an Employer-Employee Health Trust

F. The District and Association commit to work jointly to educate our members on the most cost effective usage of our health benefits plan.

G. The annual benefit limit for dental benefit coverage is $2,000 per eligible member, which includes a total of three (3) cleanings per year at no cost to the employee, depending on employee’s meeting the requirements of the plan.

H. In order to maintain the current benefit level, the District and DEA agree to review RFP/quotes to keep health care premiums down.
ARTICLE XVI: LEAVES

Mandatory Reports: The employee shall file a statement with the superintendent, or his/her designated representative, explaining the cause for the absence.

Reporting procedures: All employees shall report their absences according to the reasonable procedures established by the District.

A. ILLNESS LEAVE

1. Eligibility

Sick leave benefits enable an employee to receive all or a portion of his/her regular pay during instances of absence from duty due to personal disability. In addition to instances of personal disabling illness or injury, the following circumstances shall also qualify for benefits:

a. Absences directly related to health, such as treatments and diagnostic physical examinations when such treatments as examinations must be made during school time, shall qualify for sick leave benefits.

b. Disability resulting from maternity shall be regarded in the same manner as any other temporary disability and shall qualify for payment of sick leave when all of the following conditions are met:

i. The period of maternity disability occurs during the employee's duty year and not during a leave of absence without pay.

ii. The employee performs her duties as long as she is physically able prior to her delivery.

iii. The employee provides the District with medical certification of the specific date prior to delivery beyond which she cannot continue to perform her duties and the specific date after her delivery when she is able to resume her duties. This specific inclusive period shall qualify for sick leave benefit.
Article XVI: LEAVES

2. Proration of Benefit

a. Twelve (12) days of paid personal illness leave per year of employment shall be granted to a bargaining-unit member employed five (5) days a week for a work year consisting of the academic school year or longer. Each of these "earned" days of leave shall be equal in the amount to the employee's normal day of pay at the time the leave is used, and leave not used in any one work year shall accumulate from year to year without limit. A bargaining-unit member employed for less than the full academic school year shall be entitled to that proportion of twelve (12) days sick leave as the number of months he/she is employed per year bears to ten (10).

b. A bargaining-unit member employed for less than five (5) full days a week per work year shall be entitled to that proportion of twelve (12) days sick leave as the number of days he/she is employed per week bears to five (5).

c. While employed for less than a full 6/6 contract, a bargaining unit member shall be entitled to that proportion of twelve (12) full days of sick leave as the number of periods employed per day bears to six (6).

d. A bargaining unit member employed on a 7/6 contract shall earn twelve (12) days of paid personal illness leave per year and shall utilize accumulated sick leave at a rate not to exceed one (1) day for each full day of absence.

e. Absences involving other than a normal full contract work day shall be accounted for in terms of the actual periods of absence as related to the normal number of periods in the unit member’s contract work day. For the purposes of the Article, a full contract classroom teacher's normal work day shall be defined as in Article X.
f. For those schools, including the Academy for Performing Arts, with block schedules, the approximate two-hour blocks of instruction as well as conference/preparation time shall be considered as two regular periods.

3. Utilization of Benefit

An employee's full annual entitlement of sick leave may be utilized, as necessary, at any time during the work year in which earned. Should an employee terminate employment prior to the end of their work year, any leave which has been used in advance of being earned shall be deducted from salary payable at the time of termination.

4. Differential Pay

For absences involving illness or injury in excess of the sum of the current year's unused sick leave and accumulated sick leave, additional non-accumulated leave shall be available for a period not to exceed one hundred (100) days. The amount deducted for leave purposes from the teacher’s salary shall be the actual amount paid to the substitute employee who was employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. In no event the amount deducted from the teacher’s salary shall exceed 50 percent of the teacher’s salary. For example, if a teacher has 6 unused sick days in the current year and has accumulated 50 sick days, the 56 days are used first with the 100 school days of differential pay to follow.

5. Transfer of Incoming Leave

Accumulated personal sick leave shall be accepted from the previous public school District employer provided that the unit member was employed in that District for at least one year and begins employment in this District during the school year immediately succeeding his separation.
B. PERSONAL LEAVE

1. Bereavement  
   An employee shall be entitled to a paid leave of absence, not to exceed three days, or five days if out-of-state travel is required, on account of the death of any member of his/her immediate family. The District may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative or singular individual designated as significant other living in the immediate household of the employee.

2. Personal Emergency  
   During any school year an employee may use, at his or her election, their days of accumulated sick leave benefits in the following cases of personal emergencies:
   
a. Death of a member of his immediate family as defined in “1” above.
   
b. Accident, involving his person or property, or the person or property of a member of his immediate family, as defined in “1” above, of such an emergency nature that the immediate presence of the employee is required during the work day.
   
c. Appearance in court as a litigant, or as a witness under an official order.
   
d. Serious or critical illness of a member of the immediate family, as defined in “1” above, calling for services of a physician, or of such an emergency nature that the immediate presence of the employee is required during the work day.
3. **Personal Business**

   During any school year an employee may use, at his or her election, with notification to the principal, a maximum of eight (8) days of personal leave during any school year with said leave to be charged against the accumulated sick leave of the employee.

4. **Health/Family Hardships**

   Permanent members of the staff may be permitted, at the discretion of the Board, to take leaves not in excess of one year for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate family.

5. **Personal Leave**

   Permanent members of the staff may be permitted, at the discretion of the Board, to take leaves not to exceed two years for other personal reasons. Said leaves must be requested and approved on a yearly basis.

C. **MATERNITY/ADOPTION/PATERNITY LEAVE**

An employee, requesting and being granted a leave of absence without pay for reason of maternity, paternity, or adoption, shall be governed by the following regulations:

1. **Application Procedure**

   Requests for leave must be made on the approved form and must be filed with the Certificated Human Resources Office along with a physician's statement certifying the pregnancy and indicating the anticipated date of delivery. In the case of adoption, legal verification must be submitted. Application forms are available from the school principal's office or from the Certificated Human Resources Office.
2. **Approval**

The Certificated Human Resources Office shall ensure that application requirements are met and shall prepare such requests for presentation to the Board of Trustees for action in accordance with direction given by the Superintendent.

3. **Duration**

a. **Maternity Leave**

Maternity leave may begin at any time prior to or following delivery or adoption; and may be for any period of the employee’s duty year not to exceed one (1) full duty year.

b. **Adoption Leave**

For the purposes of adopting a child, a male or female teacher may be granted up to a maximum of thirty (30) days of their accrued available sick leave allotment to be taken for matters relating to the adoption process or immediately upon adoption of a child pending availability of accrued sick leave for a maximum of thirty (30) days. We recognize that the process may overlap fiscal years; however, this total of thirty (30) days is the maximum allowable for this process. This total is in addition to the annual allotment of eight (8) days for personal business.

i. A teacher using leave per this section shall submit documentation to verify the appropriate use of leave.

ii. Except in cases of emergency, the teacher requesting this leave shall notify the district at least twenty (20) days in advance.

c. **Paternity/Child Bonding Leave**

A certificated unit member either married or in a registered domestic partner relationship may be granted up to ten (10) days of accrued available sick leave allotment to be taken immediately prior or upon the
Article XVI: LEAVES

birth of his/her child or care for the child or the mother of the child, or when a severe emergency occurs with the mother of unborn or newborn child, which unavoidably requires the immediate attention of the employee for a maximum of ten (10) days.

i. Except in cases of emergency, the teacher requesting this leave shall notify the district at least five (5) days in advance.

4. Return to Service

a. The District shall make provision for the return of an employee at the conclusion of her maternity leave to an assignment equivalent to the one held prior to the start of her leave, unless an employee agrees to other assignment.

b. An employee desiring to terminate her leave prior to the approved date shall be returned to service in an equivalent position to the one previously held, unless she agrees otherwise, at the earliest possible time that a suitable assignment becomes available.

c. Salary placement of employees returning to duty shall be as follows:

i. Time spent on leave shall not count as time worked for the purpose of salary placement.

ii. An employee who returns to service during the same duty year as when the leave began shall return at the salary position held immediately prior to commencement of the leave. Salary schedule advancement credit for that year shall be granted if the number of days actually on duty during that year equals 75 percent, or more, of the total number of duty days that would have been required of that employee.

iii. An employee who returns to service during the year following commencement of her leave shall receive salary credit for that
preceeding year if she was employed for 75 percent, or more, of
her annual duty days during that year.

D. CHILD REARING LEAVE

Upon request, an unpaid leave of absence shall be granted to an employee
following the birth or adoption of a child.

1. Application Procedure

An employee may request an unpaid leave of absence for purposes of
child rearing of a natural or adopted child. Said request shall be submitted in
writing to the Superintendent or designee as far in advance of the requested
commencement of the leave as possible.

2. Duration

The unpaid child rearing leave shall be limited to the remainder of the
semester in which the birth or adoption of the infant child occurs, plus the
following school semester.

3. Return to Service

The District shall make provisions for the return of an employee
granted a leave under this provision at the conclusion of his or her child
rearing leave to an assignment equivalent to the one held prior to the start
of said leave unless an employee agrees to another assignment.

E. INDUSTRIAL ACCIDENT/ILLNESS LEAVE

1. Duration

An employee shall be entitled to an industrial accident or industrial
illness leave of absence not to exceed sixty (60) days during which the schools
of the District are required to be in session or when the employee would
otherwise have been performing work for the District in any one fiscal year
for the same accident.
2. **Verification**

   When an employee is absent from his/her duties because of an industrial accident or illness, he/she will file with the Payroll Department, within three (3) days of the first day of absence unless the nature of the accident makes it impossible, an Illness Absence Verification Form signed by his/her immediate supervisor, accompanied by a statement from a licensed physician affirming that the industrial accident or illness does exist. He/she shall, in the case of an industrial accident, report the accident to his/her immediate supervisor before the close of the working day in which the accident occurs; and the accident shall be reported by the supervisor to the business division on the Unusual Occurrence Form within 24 hours of the time the accident occurs. The Board of Trustees may require the employee to submit to a physical examination by a second physician not associated with the original physician at any time during the leave. The cost of the examination shall be borne by the Board.

3. **Starting Date**

   An industrial accident or illness leave shall commence on the first day of absence, and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

4. **Compensation**

   An employee absent from duties because of an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the employee shall endorse to the
Article XVI: LEAVES

District the temporary disability indemnity checks received because of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement and other authorized contributions.

5. **Termination of Benefits**

   Upon termination of the industrial accident or illness leave, an employee shall be entitled to the benefits provided in Education Code Sections 44975, 44978, and 44983 in effect as of March 1, 1981 and for the purpose of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment of not more than his/her full salary.

6. **Residency Limitations**

   Any employee receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless advanced notice is sent to the District governing board. Allowable leave shall not be accumulated from year to year.

F. **SABBATICAL LEAVE**

   Sabbatical leave of absence is a privilege which may be granted by the Board of Trustees to bargaining-unit employees who qualify under provisions of this Article and appropriate Education Code sections for the purpose of permitting study and/or travel by the employee which will benefit the students and educational programs of the District, as well as the employee.

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1. **Eligibility**

   In order to qualify for a sabbatical leave, an employee must have rendered at least seven (7) consecutive years of contract service in the District immediately preceding the beginning of the leave, and not more than one (1) such leave, regardless of length, shall be granted in any seven-year period. Leave will not be granted in cases where mandatory retirement age would prevent the employee from completing the leave and the required period of service immediately following such leave (see "Return to Service" section). In addition, in order to be eligible for sabbatical leave, a bargaining-unit member must be rendering satisfactory service at the time of application for the leave and have received a satisfactory overall performance rating for the school year immediately preceding the date of application for leave. In no event however, shall an employee's sabbatical leave approval be rescinded for reasons of unsatisfactory service after May 1 of the year in which the leave is approved. For the purpose of this eligibility requirement, satisfactory performance shall be as defined by the District's performance evaluation program.

2. **Duration**

   Sabbatical leave will be granted only for one (1) or for two (2) consecutive semesters, or the equivalent. However, priority consideration for sabbatical leave requests will be to second semester leaves that will not require the employment of a replacement. When a leave for two (2) semesters involves two (2) consecutive school years, the second semester of the leave will always be subject to reconsideration and contingent upon continuation of a Board of Trustees policy providing for sabbatical leaves and upon availability of funds.
During sabbatical leave, the recipient must have a valid credential for the type of position from which he/she is on leave. Should that credential expire or otherwise become invalid, leave and all salary and fringe benefits shall cease.

3. **Acceptable Programs**

The following shall be deemed appropriate activities for acceptable sabbatical leave programs:

a. **Formal Study**

i. A minimum of twelve (12) units of graduate study per semester, or fifteen (15) units of undergraduate study per semester, or the equivalent, will be required. This study, if other than graduate-level courses, must be justified by the applicant including demonstration of the fact that graduate-level courses are either not available or inadequate for his/her purpose. All such course work, whether graduate or otherwise, must be taken for credit, if credit is offered. This course work must be in the person's major subject area, in the area of his/her assignment with the District, in closely related fields, or in areas of possible transfer or promotion.

ii. Professional and/or technical workshops or training schools not providing academic units of credit can constitute all or a part of this requirement but must be specifically justified by the applicant and assigned a specific unit-value by the Professional Improvement Committee based upon the amount of time and involvement required of the participant as related to the amount of time and involvement normally required for various units of academic credit.
Article XVI: LEAVES

b. Travel

An acceptable program will meet all of the following criteria:

i. Travel proposed should be other than that which would be possible for the individual to accomplish during his normal work year;

ii. Period of travel will amount to at least 60 percent of the total calendar period of the leave;

iii. Minimum period of travel, as defined above, shall be during what would have been the assignment or contract duty period of the employee.

c. Research or Independent Study

For example, this program may be related to the individual’s regular assignment, related to the writing of a doctoral dissertation, or be a project undertaken in conjunction with the school District. The program should be the equivalent of a full-time graduate study program and conducted with close and continuous communication between the District and the employee, as agreed upon in advance.

d. Combination

A program combining formal study, travel, and research or independent study in any manner must equal, in total, the equivalent of a full program. Individual components must be "prorated," based upon the separate requirement for each type of program, in proportion to that part of the total combination program represented by each. (e.g., if a leave is to be one-half graduate study and one-half travel, it would have to provide for at least six (6) units of graduate study per semester of leave and travel for 30 percent of the leave time.)
4. **Maximum Number**

The number of bargaining-unit members granted sabbatical leaves shall always be related to and dependent upon the availability of funds, but the number of persons on sabbatical leave at any given time shall not exceed a total of 3 percent of the bargaining-unit members eligible. Should the number of qualified applications exceed this number, first consideration for approval shall be given those programs judged to be of greatest value to the District.

5. **Employment Limitations**

Gainful employment while on sabbatical leave is not prohibited, though leave shall not be granted for this purpose. The income earned from any public school District while on leave, including sabbatical compensation, shall not exceed a total equal to the person's regular earnable salary in the District for that year. Leave shall not be granted for the purpose of studying or training for a profession or occupation other than education.

While on leave, a bargaining-unit member shall not be employed in any other capacity by the Huntington Beach Union High School District. This provision shall not prevent a bargaining-unit member from performing voluntary services for the District if these duties are consistent with and a part of the individual's sabbatical program and acceptable to the District.

6. **Application Procedures**

Application for sabbatical shall be typewritten and made on the District "Certificated Leave of Absence Request" form #50.27 which is available from the school principal's office or the Certificated Human Resources Office. Information in excess of that which can be included on the official application form should be typewritten on additional plain sheets and attached to the form.
Applications for sabbatical leaves to begin either first or second semester must be received in the Certificated Human Resources Office not later than the first school day in January of the preceding school year.

The procedural steps and time requirements for processing and approval of requests shall be as follows:

a. By January 10, the Certificated Human Resources Office shall review all applications for completeness and for verification of eligibility.

b. By January 25, a Professional Improvement Committee shall have considered qualified applications. Applications shall be anonymous to the Committee. Constituency of the Committee, and selection, shall be as below:

i. Four (4) representatives of the instructional staff selected by the Association. Such teachers shall be permanent status teachers with no more than one (1) from any school and no more than one (1) from any given subject area.

ii. One (1) principal or one (1) assistant principal with curriculum responsibility.

iii. Instructional Division Administrator.

iv. Assistant Superintendent of Human Resources (Chairperson).

The Committee may consult with resource persons in formulating its recommendations regarding sabbatical leave requests.

c. By January 25, the Professional Improvement Committee shall submit to the Assistant Superintendent of Human Resources recommendations on all sabbatical leave requests, including rationale for any requests not recommended for approval.
Article XVI: LEAVES

The Superintendent shall make his recommendations regarding sabbatical leave requests to the Board of Trustees at the first meeting in February. The reports and recommendations of the Committee shall be attached to the Superintendent's recommendations to the Board, including any minority reports or recommendations of the Committee. Decisions on sabbatical leaves and recommendations related thereto shall not be subject to grievance processing under Article IX.

7. Approval Criteria

Generally, sabbatical leave requests shall be assessed as to their relative value both to the professional improvement of the applicant, and to the students and programs of the District. Applicants should address themselves directly to these points and should make explicit how the program they are proposing is significant in this regard.

In addition, each sabbatical leave request must contain the following, as appropriate:

a. Formal Study

Must include name of institution, number of units to be earned (if any), types of courses to be taken (specific titles, if possible), and degree to be earned (if any). The applicant should have determined his eligibility for admission and done as much additional planning as possible prior to making his/her request. Supplementary details may be required subsequent to tentative approval of leave and prior to the start of leave.

b. Travel

Must include a detailed itinerary showing countries or places to be visited (including dates of arrival and departure, if possible).
Emphasis must be given to the specific manner in which the proposed travel will contribute to the professional improvement of the applicant and how this experience will apply to growth of the educational program and students of the District. Supplementary details may be required subsequent to tentative approval of leave and prior to the start of leave.

c. Research or Independent Study

   Must include a detailed explanation of the project or area of study and a specific outline giving procedural steps and timeline. Particular emphasis should be given the ways in which the proposed program will be of value to the individual, the students, and the District. Whenever possible, and always when the project directly involves the District, the applicant should provide for making periodic progress reports during the leave period, as agreed upon in advance.

d. Combination

   Must include information appropriate to the individual components of the leave. While not an absolute requirement, highest consideration shall be given those proposed programs in this category which are conceived such that the various components of the program comprise a unified whole, as opposed to different activities having different purposes.

8. Compensation

   Salary compensation for a bargaining-unit member on sabbatical leave shall be one-half of the salary, which he/she would have received had he/she remained in active service.

   The bargaining-unit member may elect to receive his/her compensation in one of two ways:
a. In the case of a one-year leave, in two (2) equal amounts paid annually during the first two (2) years of service immediately following return from sabbatical leave, the first installment at the end of the first semester of service and the second installment at the end of the third semester. In the case of a one-semester leave, in one (1) payment at the end of the second semester of service immediately following return from leave.

b. In the same manner as if he/she were in regular service in the District, contingent upon the bargaining-unit member furnishing the District with a suitable bond indemnifying the District against loss of the salary paid in the event that the bargaining-unit member fails either to complete the requirements of his/her leave program or that he/she fails to render the required service in the Huntington Beach Union High School District after completion of the leave. The Certificated Human Resources Office will furnish details on the bonding process to those persons electing this option.

Sabbatical leave shall count toward advancement on the salary schedule and toward retirement, and District-paid insurance coverage shall continue during the leave period.

Service credit for the unit member's retirement is impacted by this leave. A unit member who desires to purchase this service credit may do so at the State Teachers' Retirement System's prevailing rate. The bargaining-unit member electing option 2 above shall be responsible for notifying the payroll section of the Accounting Department of the mailing address to which he/she wishes his/her warrants to be sent.
9. Return to Service

As a condition of being granted a sabbatical leave, a bargaining-unit member must render a period of service in this school District which is equal to twice the period of the leave. This service obligation must be served beginning the semester immediately following completion of the sabbatical leave.

At the expiration of the sabbatical leave, the bargaining-unit member shall, unless he/she agrees otherwise, be reinstated in a position classification equivalent to that held by him/her at the time of the granting of the leave of absence.

10. Evidence of Fulfillment

Each bargaining-unit member returning from sabbatical leave shall, within 60 days after return to service, file the following with the Certificated Human Resources Office. Failure to do so shall constitute nonfulfillment of leave and result in forfeiture of all leave compensation.

a. College Transcript

When any portion of the leave involves formal college course work, an official transcript of all units taken must be provided.

b. Written Report:

This report shall be typed and bound. It shall include a complete list of institutions attended, courses pursued, credits received, and/or itinerary of travel. In addition, each of the following shall be treated in detail:

i. Experience gained, as it relates to assignment in the District;

ii. How this experience will benefit and may be shared with students and bargaining-unit members of the District;
iii. A complete listing of all pertinent materials either developed or collected during leave and how they may be of value and made available to students and staff.

c. Concise Summary

Accompanying the written report, there shall be a concise summary of the leave, its purposes and accomplishments, not to exceed one (1) typewritten page.

The Professional Improvement Committee shall meet to review these materials and shall recommend to the Superintendent those persons having fulfilled requirements.

11. District Responsibility

The following shall be the responsibilities of the District administration with regard to completed sabbatical leaves, and which shall occur annually in November or December:

a. The Superintendent shall submit to the Board of Trustees a list of those bargaining-unit members having completed sabbatical leaves and having provided evidence of fulfillment of leave.

b. The written reports of sabbatical leaves completed during the preceding year shall be presented to the Board of Trustees for their review.

c. Sabbatical leave reports shall be maintained on file in a central location in the District along with a listing of sabbatical leave projects including the one-page summaries. These reports shall be available to bargaining-unit members and students.

d. A collection of the one-page summaries of the sabbatical leaves each year shall be published by the District and circulated to all interested
Article XVI: LEAVES

bargaining-unit members for their information and for possible utilization.

e. Sabbatical leave materials shall be duplicated by the District for schools and departments making specific requests.

12. **Interruption**

Should a sabbatical leave program be interrupted, the following shall apply:

a. If due to serious accident or illness, evidence of which is satisfactory to the Superintendent and supplied within ten (10) days of the occurrence, or as soon thereafter as possible, there shall be no prejudice against the employee regarding amount of compensation to be paid. Compensation shall continue until the employee is able to resume his leave, the leave period expires, or the leave is converted to another type leave without pay.

The entire period during which compensation is paid shall count as sabbatical leave time for purposes of computing the post-sabbatical service requirement.

b. Once begun, if a leave must be canceled or shortened for any reason, the employee must notify the Superintendent immediately. Compensation shall stop at the time the actual leave program is discontinued and the employee shall be returned to the District at the earliest possible time. The employee is not entitled to compensation for that portion of his/her approved sabbatical leave which is canceled or converted to a non-paid leave.

c. Nothing in this section shall apply to an instance of deliberate, willful failure to complete sabbatical leave requirements. In such a case, all
compensation shall be forfeited and a new eligibility period must be served prior to the possibility of any subsequent sabbatical leave.

13. **Interruption of Post-Sabbatical Service Requirement**

In order for a sabbatical leave recipient to be relieved from any portion of the post-sabbatical leave service requirement (equal to twice the period of the leave), he/she must forfeit and, if he/she has elected to receive pay during the leave, repay to the District the amount of sabbatical leave compensation received which is equal in proportion to the period of post-sabbatical service requirement from which he/she is seeking relief. Sabbatical leave recipients who elect to provide a surety bond in order to receive compensation during leave should be aware that this bond is to guarantee completion by the recipient of all requirements of the leave, including fulfillment of the post-sabbatical service obligation.

14. **Liability of the Board of Trustees and the District**

Both the Board of Trustees and the District shall be free from any liability for the payment of any compensation or damages provided by law for any death or injury of any bargaining-unit employee of the District when the death or injury occurs while the employee is on any leave of absence.

In all matters regarding sabbatical leave, the Education Code shall govern, and all amendments to this Code affecting sabbatical leaves shall become a part of this Article.

G. **MISCELLANEOUS LEAVES**

1. **Military**

   a. **Policy**

   The Board of Trustees shall grant military leave to all employees who enter active military service during a period of
national emergency. Such leaves shall be granted in conformance with
the Education Code.

b. Application

Standard application forms are provided through immediate
supervisor's office.

Application shall be submitted to the Superintendent's Office
as soon after receipt of active duty orders as possible.

c. Verification

The Superintendent shall recommend and the Board grant such
leaves upon verification of active duty orders.

d. Salary and Position

Within six (6) months after employee honorably leaves such
service, employee shall be:

i. Entitled to return to the position held at the time of entrance
into service, if available, otherwise employee shall be returned
to a comparable position.

ii. Entitled to return at the salary to which he/she would have
been entitled had he/she not absented himself/herself from
the service of the District.

e. Return to Service

As soon as possible after the employee honorably leaves
military service, he/she shall notify the Superintendent in writing of
his/her intent to return to the District, including the date of return and
any changes in his/her State license and certification status that may
have occurred while in military service.
2. **Exchange Teacher**

   a. **Policy**

   Only employees who have completed at least three years of successful teaching within the District may be granted leave of absence under the exchange teacher program. No more than one such leave shall be granted to a teacher for each seven years of successful teaching in the District.

   Only one exchange teacher shall be allowed at each school within the District during a school year.

   b. **Application**

   Applications shall be submitted in writing to the Superintendent, or designee, before the close of the first semester of the school year preceding the requested leave.

   The Superintendent shall present leave applications to the Board with recommendation for approval or denial.

   c. **Salary and Position**

   At the beginning of the school year following the leave of absence, the employee shall be entitled to:

   i. Return to the position held at the time of granting of leave if available, otherwise employee shall be returned to a comparable position.

   ii. Return at the salary to which he/she would have been entitled had he/she not absented himself/herself from the services of the District.

3. **Foreign Teaching/Research**

   a. **Policy**
Employees may be granted leaves of absence for foreign teaching or research projects, as provided for herein. Only certificated personnel who have completed at least four (4) years of successful teaching within the District may be granted leave of absence under the foreign teaching or research program. No more than one (1) such leave shall be granted to a teacher for each seven (7) years of successful teaching in the Huntington Beach Union High School District.

b. Application

Applications shall be submitted in writing to the Certificated Human Resources Office before the close of the first semester of the school year preceding the requested leave.

i. The employee shall submit written request through the principal's office.

ii. The principal shall forward the request to the Assistant Superintendent of Human Resources.

c. Salary and Position

At the beginning of the school year following the leave of absence, the certificated employee shall be entitled to:

i. Return to the position held by him/her at the time of the granting of leave, if available, otherwise employee shall be returned to a comparable position.

ii. Return at the salary to which he/she would have been entitled had he/she not been absent from the services of the District.

4. Elected Public Official

a. Eligibility
Employees who have been elected to public office in one of the communities serving the Huntington Beach Union High School District shall be eligible for up to three (3) days of paid leave of absence per year to attend functions allied to their responsibilities in the elected office. Such leave shall not be cumulative year to year.

b. Application

Application will be submitted in writing and approved by the Superintendent or designee 48 hours in advance of such leave. The written request shall outline the specific responsibilities to be performed by the elected official during the period of leave.

5. Family/Medical

a. Policy

Family and medical leave is an unpaid leave provided for employees in compliance with Federal law and California Government Code Section 12945.2. Employees eligible for this leave may be entitled to paid health care coverage for up to twelve (12) weeks.

b. Eligibility Reason

Family and medical leave may be available to an employee through the Family Medical Leave Act and California Family Rights Act, as required by law, after exhausting all other paid leaves for the following reasons:

i. birth, adoption and foster care of a child.

ii. serious health condition of the employee's child, parent or spouse.

iii. serious health condition of employee.
c. Definition

A "serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision of a health care provider.

d. Eligibility

An employee is eligible to use this unpaid leave for the reasons above if the employee has worked for the District on a full contract during the last twelve months and has more than twelve months of service with the District.

e. Duration

The unpaid leave may extend up to twelve weeks within the fiscal year beginning July 1 and ending June 30.

f. Verification

The employee may be requested to provide a doctor's certification of the health condition of the employee's relative and a statement that the condition requires the employee to provide health care.

g. Notification to District

An employee who plans to take family leave must provide the District at least 30 days advance notice unless an emergency arises. Where possible, the leave should be coordinated with the beginning and/or end of a semester instructional program.

6. Jury Duty Outside the School Year

A unit member who receives notice to appear for jury duty during the instructional work year may postpone jury duty to non-teaching days (i.e., during summer, spring, or winter breaks) and shall be compensated at the
current daily substitute rate for each day of jury duty served to a maximum of twenty (20) days. The procedure for such postponement and compensation is as follows:

a. Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served.

b. Forward the above to Certificated Personnel.

c. Payment shall be made in the next regular payroll cycle.

H. CATASTROPHIC SICK LEAVE POOL

1. Eligibility

Unit members who suffer a catastrophic injury/illness which results in the unit member exhausting all available paid leaves, including regular sick leave, extended sick leave (differential), and industrial accident leave, if applicable, shall become eligible to use this Catastrophic Sick Leave Pool, subject to the restrictions and conditions outlined in these rules. This Catastrophic Sick Leave Pool may not be used if the unit 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 percent of the unit member's basic salary. Unit members having any additional income benefit must apply for that benefit before they are considered eligible for benefits from the Catastrophic Sick Leave Pool. Does not include STRS Disability.

2. Definition

Catastrophic illness or injury is defined to be an illness or injury that is expected to incapacitate the unit member for an extended period of time that requires the unit member to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship.
for the unit member because he/she has exhausted all of his or her sick leave and other paid time off.

The Catastrophic Sick Leave Pool committee reserves the right to request a second opinion from a physician licensed by the State of California.

3. **Donation Eligibility**

   The use of this Catastrophic Sick Leave Pool shall be available to those unit members who have made a donation of at least five (5) days to the pool prior to each request. The exception to this restriction shall be any unit member who was absent due to an approved catastrophic injury/illness allowed under this rule at the time of the implementation of the Catastrophic Sick Leave Pool.

4. **Irrevocable Donation**

   Unit members may donate accumulated sick leave days to the Catastrophic Sick Leave Pool at a minimum of one (1) day increments. This donation shall be irrevocable. Donated sick leave will not count for retirement credit purposes for the donor. The unit member shall sign an irrevocable “Catastrophic Sick Leave Pool Deposit Form” with the Certificated Human Resources Office. A donation to the Catastrophic Sick Leave Pool shall be a general donation and from prior years’ accumulation, and shall not be donated to a specific unit member for his/her exclusive use.

5. **Donation Limit**

   There is no limit to the number of sick leave days a unit member may donate to the Catastrophic Sick Leave Pool, so long as the minimum number of accumulated sick leave days available to the unit member is twenty-five (25) days.

   a. Unit members may not contribute to the Catastrophic Sick Leave Pool at the time of retirement or other separation from the District. Should
the unit member donate within 90 work days of retirement or
separation, such sick leave donation shall be withdrawn from the
Catastrophic Sick Leave Pool.

6. **Exclusion**

   Any mental stress related illness may be excluded from the benefits
of this rule, unless the unit member is hospitalized.

7. **Donation Period**

   Unit members may donate earned sick leave to the HBUHSD/DEA
Catastrophic Sick Leave Pool during the period of October 1 to October 31
of any school year.

8. **Application**

   All unit members wishing to use this Catastrophic Sick Leave Pool
shall submit a “Catastrophic Sick Leave Pool Request for Withdrawal Form.”
This form shall be submitted to the Certificated Human Resources Office.
The request shall state the number of days being requested by the unit
member. A Catastrophic Sick Leave Pool Committee, consisting of two (2)
DEA representatives (DEA President and a representative appointed by
DEA) and two (2) District representatives (Assistant Superintendent, Human
resources and an administrator selected by the District), shall determine:

   a. Whether or not the unit member qualifies for catastrophic sick leave
   benefits,

   b. The number of days allotted from the Catastrophic Sick Leave Pool.
The number of days allotted may not exceed the number of days in
the Catastrophic Sick Leave Pool.
Catastrophic Sick Leave Pool benefits may only be used for periods
the unit member is normally in regular contractual paid status.
9. **Duration**

   The maximum number of days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed ninety (90) days. A unit member may request a specific number of days on one “Catastrophic Sick Leave Pool Request for Withdrawl Form.” The unit member may request additional day sup to the ninety (90) day limit by filing an additional request for consideration by the Committee.

10. **Approval**

    Any days approved that are unused by the unit member shall be returned to the Catastrophic Leave Pool.

11. **Compensation**

    If a unit member uses a day from the Catastrophic Sick Leave Pool, pay for that day shall be at the same rate the unit member would have received had the unit member worked that day.

12. **Status**

    Unit member who are granted use of Catastrophic Sick Leave Pool days shall be considered in regular paid status during such use for all purposes.

13. **District Responsibility**

    During September of each year, the Certificated Personnel Office shall provide the Association a statement specifying the number of days available in the Catastrophic Sick Leave Pool as of September 1 of that year and the number of days used in the previous fiscal year.
ARTICLE XVII: CLASS SIZE

A. Effective July 1, 2014, the maximum student contacts per five (5) period teaching day shall not exceed 185 students/teacher/day in all subject areas excluding performing arts, special education (See Section D below), and physical education (See Section 1 below).

B. Effective July 1, 2014, the maximum student contacts per five (5) period teaching day shall not exceed 185 students/teacher/day in all subject areas excluding performing arts, special education (See Section D below), and physical education (See Section 1 below).

1. Unit members who are on a reduced/part-time/split assignment contract shall have a prorated number of students per day:

   Contacts if teaching 2 academic classes 74

   Contacts if teaching 3 academic classes 111

   Contacts if teaching 4 academic classes 148

   Contacts if teaching 5 academic classes 185

   Contacts if teaching 6 academic classes 222

C. Except as provided in items A and E below, no individual class shall exceed 37 students after fifteen (15) working days following the start of the semester.

D. Special Education

   1. Effective July 1, 2016, CASELOAD:

   SUCSESS/Moderate-Severe Maximum of 10

   LRI/Moderate-Severe Maximum of 12

   Endeavors/Mild-Moderate Maximum of 12

   Pathways/Mild-Moderate Maximum of 12

   LINC/Moderate-Severe Maximum of 12

   SAC/Moderate-Severe Maximum of 12

   VOICES/Moderate-Severe Maximum of 12
IDEAS/Moderate-Severe: Maximum of 12
Mild/Moderate: Maximum of 26
ATP: Maximum of 28
SLP: District average of 55 to max of 60

2. Effective July 1, 2014, all full-time special education teachers will be provided scheduled teacher-initiated release time that will be collaboratively scheduled between the individual special education teacher and the Certificated Human Resources office, based on substitute teacher availability, for the purpose of required standardized testing for Individual Education Plans (IEPs). For teachers that meet the above criteria, the District will provide one half (½) day of release time per student on a caseload when testing is required for an annual or triennial IEP, and/or for the purpose of completing documents/records relating to an IEP. Regardless of caseload, the one half (½) day of release time shall not exceed a total of five (5) full days per teacher per year. A teacher may choose to combine two (2) half (½) days and take one (1) full day of release time when testing is required for multiple students for an annual or triennial IEP. The maximum of five (5) full days may not be taken consecutively. Part-time teachers will be provided a prorated amount of release time. The released employee shall be required to be on duty and on campus or at a District facility on those days he/she is released for the above stated purposes.

E. Collaborative Classes/Co-Teaching

Effective July 1, 2015, a collaboration/co-teaching class exists when a general education teacher is assigned a class which combines both general education students and students with disabilities and, to support the students with disabilities,
a Special Education teacher is assigned to co-teach with the General Education Teacher.

1. Collaboration Classes shall not exceed a class size maximum of thirty-five (35) students. In addition, the number of students with disabilities will not exceed forty percent (40%) of the number of students in the class without utilizing the Collaboration/Co-Teaching Resolution Committee.

   a. Each collaboration assignment teacher shall report any issue(s) as soon as it is reasonably known to site administration and case manager (when applicable) for a mutually agreeable resolution. If a resolution cannot be reached, the Collaboration/Co-Teacher Resolution Committee consisting of the site administrator, a District designee, an Association designee, and two currently assigned collaboration teachers chosen by the Association will convene to resolve the issue.

   b. The process to be followed shall be in accordance with Appendix H.

2. A reasonable attempt shall be made to assign Collaboration Teachers a common prep period to facilitate planning and preparation.

3. If a common prep period is not possible, then teachers will be compensated at Voluntary Hourly Rate of Pay in accordance with Appendix C, Section A.4, with a maximum of twelve (12) hours per semester.

4. Teachers shall be provided the opportunity to volunteer to teach a Collaboration/Co-Teaching Class and shall not be required to do so.

F. Academic Classes

The District agrees to monitor and support academic classes that have both general education and special education students and will make appropriate accommodations for students based on Individual Education Programs (IEPs).
G. During August 15 to October 15 of each year, upon mutual written agreement between the District, the unit member, and DEA, a unit member may agree to exceed the student maximums as described herein (Appendix H). Exceeding student maximums is voluntary in nature and may not be appropriate for all teaching staff. Only permanent employees or employees with a minimum of three years of certificated teaching experience may volunteer. Administrators shall respect the complexity of exceeding student maximums and the decision of a unit member to decline an offer.

H. Exceeding the student maximums as described herein may only be considered after mutual written agreement is reached by a group consisting of the effected teacher(s), site administrator, department coordinator, and an Association designee. The process to be followed shall be in accordance with Appendix H, Class Size Problem Solving.

I. The Association reserves the right to bargain the impact on class size reduction if implemented by the District during the term of this Agreement.

J. The District will establish a class size maximum of 37 for both semesters in honors/AP/IB classes.

K. Effective July 1, 2014, the District will establish a class size maximum of 55 for both semesters in physical education classes after 15 working days following the start of the semester.

L. Combination Classes are defined as two or more course codes in the same period assigned to one teacher excluding student aides, lab specialists, and/or peer tutors. Combination classes shall only be permitted if approved by following the process in accordance with Appendix H.
ARTICLE XVIII: ORGANIZATIONAL SECURITY

A. Any unit member who is a member of the DEA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified association membership dues. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization for the payroll deduction of unified dues, during the term of this agreement, shall transmit such amount to the Association in compliance with Sections B and C below.

B. Any unit member who is not a member of the DEA/CTA/NEA, or who does not make application for membership within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to the unified membership dues (appropriately prorated for part time employment), initiation fees and general assessments payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for said fee in the same manner as provided in Section A of this Article. In the event that a unit member shall not pay said fee directly to the Association, or authorize payment through payroll deduction as provided in Section A, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

C. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support DEA/CTA/NEA as a
condition of employment; except that such unit member shall pay, in lieu of the
unified membership dues, a sum equal to said amount to one of the following
nonreligious, nonlabor organization charitable funds exempt from taxation under
Section 501(c) (3) of Title 26 of the Internal Revenue Code:

- Children's Hospital of Orange County
- Huntington Beach Union High School District Dollars for Scholars
- Foundation to Assist California Teachers
- Any other charitable, non-profit organization mutually agreed to by
  the unit member and the Association.

1. Proof of payment and a written statement of objection along with verifiable
evidence of membership in a religious body whose traditional tenets or
teachings object to joining or financially supporting employee organizations,
pursuant to Section C above, shall be made on an annual basis to the District
as a condition of continued exemption from the provisions of Section A and
B of this Article. Proof of payment shall be in the form of receipts and/or
canceled checks indicating the amount paid, date of payment, and to whom
payment in lieu of the service fee has been made. Such proof shall be
presented in accordance with the timelines contained in Section B above. The
Association shall have the right of inspection in order to review said proof of
payment.

D. With respect to all sums deducted by the District pursuant to Sections A and B above,
whether for membership dues or agency fee, the District agrees promptly to remit
such monies to the Association accompanied by an alphabetical list of unit members
for whom such deductions have been made, categorizing them as to membership
or non-membership in the Association and indicating any changes in personnel from
the list previously furnished. There shall be no charge to the Association for such
deductions.
Article XVIII: ORGANIZATIONAL SECURITY

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

F. The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Association's obligation hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fees, charges, awards, judgments and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

G. REBATE PROCEDURE

1. A fee payer may receive a rebate of the portion of the agency fee which represents political or ideological spending on the part of the Huntington Beach Union High School District Educators Association, CTA/NEA not related to collective bargaining or employment matters.

2. The fee payer must request that the above described portion of the agency fee must be made in writing to the President of Huntington Beach Union High School District Educators Association, 20800 Beach Blvd., Suite 200, Huntington Beach, California 92648-5233 on or before August 1 of any year.

3. The Association shall rebate by December the described portion plus interest from 30 days following receipt of the first fee payment during the first year and from September 30 thereafter.
4. If the fee payer disagrees with the amount, he/she may challenge the amount by notifying the Association in writing of the disagreement and request that an arbitrator determine the rebate amount. Such notice must be sent to the Association within fifteen days of the date on which the Association notifies the fee payer of the refund it has determined is due.

5. The arbitration, including procedure for selection of an arbitrator, will be conducted pursuant to the rules of the American Arbitration Association. Such arbitration will be consolidated into a single proceeding with all similar arbitrations throughout the state. Huntington Beach Union High School District Educators Association/CTA/NEA will pay all the arbitrator's fees for the arbitration. The fee payer will pay the fees and costs incurred by his/her own representation at the arbitration. The Association shall establish an escrow account and deposit sufficient funds to meet all rebate requests.
ARTICLE XIX: SAFETY CONDITIONS

A. Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel, at any time or place which is related to school activity or school attendance, shall be reported by employees to their immediate administrator. Employees shall complete reports required by the District relating to the violations described herein. Teachers may use reasonable force in the performance of their duties when necessary to insure the safety of themselves or others, or necessary for reasonable control of their students. This provision shall not be construed to authorize corporal punishment by teachers.

1. The District shall take appropriate action, as provided in Education Code 44014 whenever a Teacher, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. See Appendix I.

B. Employees shall be provided coverage under the terms and conditions of the District Worker's Compensation program and illness leave provision for any injury or illness arising out of or in the course of their employment.

C. Employees shall be responsible for immediately submitting written reports to their immediate administrator of unsafe working conditions, facilities, and/or equipment. The school/District will strive to respond to the employee's notification within one week of receipt of the report. The response should indicate the remedy as well as the estimated time necessary to correct the problem.

D. District will respond within a reasonable time to reports filed on District provided Incident Report Form (Appendix I). The Incident Report Form is a mutually agreed upon form.

E. Costs of repairing or replacing property damaged or stolen from a teacher while in the line of duty will be reimbursed by the District in cases where prior approval has
been obtained consistent with limits established upon this cost. This is in accordance with Section 817 of the California Education Code.

1. **Limitation on Coverage**

   This rule applies to those items belonging to an employee which may regularly or occasionally be voluntarily utilized by them in order to facilitate the performance of their duties. The intent is not to insure items of personal apparel, jewelry, health aids, and the like which are considered a part of an employee's person and normally on their person or in their possession while performing their duties.

2. **Limitation on Compensation**

   Where theft or damage of authorized personal property occurs, the District liability will not exceed $2,000 per employee in any school year and will not apply to claims of less than $10.

3. **Burden of Proof**

   In the case of a claim under this Article, the employee shall bear the burden of proof that the property concerned was duly authorized, in accordance with procedures specified in this Article, that the property was damaged or stolen while being utilized in the line of duty, and that the theft or damage was in no way the fault of an employee who exercised reasonable care.

4. **Procedure for Approval of Authorized Personal Property on District Sites**

   The teacher submits a written request on the District approved form to the principal or designee describing the property and listing approximate dates for its use during the year. Once approval is granted, it remains in effect for the entire school year.

5. **Claim for Reimbursement**

   In case of loss or damage within the provisions of this Article, the teacher shall
1 submit a claim for reimbursement on the District approved form.
ARTICLE XX: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
ARTICLE XXI: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association, or by any of the Association's officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any employee and/or the Association.
ARTICLE XXII: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process.

Therefore, it is agreed that the District and Association will support this Agreement for its term.
1 **ARTICLE XXIII: EFFECT OF AGREEMENT**

2 It is understood and agreed that the specific provisions contained in this

3 Agreement shall prevail over present and past District practices, procedures, and

4 regulations, and over State Laws to the extent permitted by State Law.
ARTICLE XXIV: COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, except as provided elsewhere in this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not.
ARTICLE XXV: TERM OF AGREEMENT

A. This Agreement shall remain in full force and effect for three years, July 1, 2015 to June 30, 2018; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of their intent to request modification, amendment or termination of the Agreement. Notification must be made no later than the last regularly scheduled Board meeting of the January preceding the expiration of the current Agreement.

B. Notwithstanding the provisions of section A above, this Agreement shall remain in full force and effect until a successor agreement is negotiated between the District and the Association.

C. In addition, the District and the Association agree to begin negotiations on the successor agreement not later than March 1 of the year of the expiration of the Agreement.
ARTICLE XXVI: REDUCTION-IN-FORCE ACTIONS AND EFFECTS RELATED THERETO

A. The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reduction in force is necessary. During the Education Code reemployment period following layoff, the procedures used by the District to rehire laid off teachers shall not be arbitrary or capricious.

B. The District and the Association agree that alleged violation of the procedure and requirements described in Item A, above, shall be excluded from the provisions of Article IX (Grievance Procedure) of this Agreement.

C. Article XV (Fringe Benefits) shall provide fringe benefit coverage through September 30 for those unit members working a full school year, including all unit members given a layoff notice as a result of a Reduction-in-Force action by the Board. Any laid off teacher who is available to serve as a substitute for 75% of offered assignments in each school quarter may continue to be provided full employee and dependent health, dental and vision fringe benefit coverage at his/her own expense by paying the necessary premium according to District procedures.

D. During the Education Code reemployment period following layoff, the District shall compensate all teachers laid off in accordance with the Reduction-In-Force action at their daily rate of pay should they be utilized as a substitute teacher.

E. The District will maintain no fewer than one (1) media specialist position and one (1) school nurse position at each comprehensive high school.

F. The District shall not bargain with any sub group of the unit on the effects of the Reduction-In-Force action.

G. The District shall provide upon written request from the Association once each semester a list showing the certification and seniority of all unit members; the District shall remit to the Association a copy of any Commission on Credentials notifications of changes in employee certification.
H. The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter related to Reduction-In-Force actions, and effects related thereto, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
ARTICLE XXVII: NOTICE

Effective July 1, 1981, the District agrees to transmit a copy of its Board of Education Meeting Public Agendas to the Association. The transmittal of those agendas shall constitute both actual and constructive notice to any and all District actions which might be construed to have an effect on items with the scope of representation.

A. If the Association desires to bargain on a subject(s), as provided for in this Article, it shall submit ten (10) copies of an entire proposal on said subject(s), which it believes are within the mandatory scope of bargaining and which are impacted by the proposed Board action. Said Association proposal, if any, shall include its justification as to why it wishes to bargain on the subject(s).

B. Should the Association not request to bargain pursuant to A above, within fifteen (15) calendar days after the Board meeting at which such action was agendized, it shall unqualifiedly waive all right to bargain any effect on such action during the term of the Agreement between the District and the Association.
ARTICLE XXVIII: CONTRACTS

A. REGULATION

A certificated employee to be employed or to be continued in employment shall be governed by the following:

1. Basis of Contract

   Upon approval of employment or reemployment by the Board of Trustees the Certificated Human Resources Office shall provide the employee with a contract stating the term, appropriate salary for his/her assignment, and special assignment, if any.

   a. A full-time, full-year employee shall receive the full annual salary appropriate to his/her position.

   b. A full-time, partial-year employee shall receive that portion of the normal full-day salary consistent with the number of official duty days to be worked.

   c. An employee with less than a full-day assignment shall receive that portion of a normal full-day salary consistent with the portion of the normal full-day duties included in his/her assignment.

      i. Partial-day salary for teachers shall be based upon a full-day defined as five teaching periods, or the equivalent, and one conference or office period, for the purposes of this rule, and shall reflect the fact that responsibility for a conference period and other related duties are substantially reduced in a part-day assignment.

      ii. When administratively feasible the District shall make a good faith effort to minimize partial employee contracts. In any event the use of partial employee contracts shall not be created arbitrarily.
Article XXVIII: CONTRACTS

iii. Partial-day salary for media specialists, and other certificated positions shall be the appropriate portion of a full-duty day salary, with a full-duty day for these positions defined as seven and one-half hours, for purposes of this rule.

d. Issuance of Contract
The Certificated Human Resources Office shall provide new employees with the appropriate contract as soon as possible after approval of employment by the Board of Trustees. Continuing employees shall be provided with a reemployment notice, in like manner, as soon as possible after their employment.

e. Accepting or Declining Contract
i. Employees shall indicate acceptance of employment or reemployment by returning signed contracts to the Certificated Human Resources Office prior to established deadline, as communicated to the employee by the Certificated Human Resources Office.

ii. Employment may be declined by returning a contract unsigned and stating, in writing, the fact of refusal.

iii. Employment or reemployment shall be deemed to have been automatically declined if acceptance is not explicitly indicated prior to deadlines. As provided by law, continuing probationary employees must indicate acceptance within 45 days. Permanent status employees must indicate acceptance prior to July 1.

f. Seven-sixths (7/6 Contracts)

i. Notwithstanding any other provision of this Article, seven-sixths (7/6) contracts shall be offered to unit members
only during the period from August 15 to October 15 of any year, and only if a partial assignment was declined by the qualified persons of the RIF list, if any. If administratively feasible, single period assignments at individual schools will be combined in order to generate partial assignment opportunities. Said combination attempts shall not require or exclude changes in master schedules.

ii. During the period August 15 to October 15 of each year, the District shall notify the Association of the offering of 7/6 contracts to individual unit members prior to said offerings.

iii. During the period August 15 to October of each year, upon mutual written agreement between the District, the unit member, and DEA President or his/her designee, a unit member may agree to teach an additional class (7/6ths) in lieu of their assigned conference period. Extended assignments are voluntary in nature and may not be appropriate for all teaching staff. Only permanent employees or employees with a minimum of three years of certificated experience may volunteer for an extended assignment. Administrators shall respect the complexity of an additional assignment and the decision of a unit member to decline an offer.

iv. Each 7/6th assignment as described herein may only be considered after mutual written agreement is reached by a group consisting of the affective teacher(s), site administrator, department coordinator, and an Association designee. The process to be followed shall be in accordance with Appendix J, 7/6th Problem Solving. This group will give equitable and fair
consideration to the following non-ranked criteria for selection of permanent employees or employees with a minimum of three years of certificated teaching experience volunteering for extended assignments:

- Credential
- Expertise
- Facilities
- Corresponding conference period of need
- Seniority
- Training or Special Qualifications

No more than six (6) 7/6 contracts shall be offered on any one campus; one (1) 7/6 contract for Coast High School. Assignments continuing through or created for second semester must be submitted by the District to the Association in writing no less than ten (10) days prior to the conclusion of the first semester for the Association’s approval and must follow the same procedure as described in Section F4 above.
A. ASSIGNMENT

1. Initial assignment of a staff member new to the District will be made as a result of the selection process whereby candidates are considered for specific openings at particular schools. In this case, assignment will normally be to the specific opening for which the applicant had been considered. However, a variety of circumstances, such as unanticipated shifts in student enrollment, may necessitate reassignment of an individual to some other position for which he/she is qualified. Administrators shall make every effort to discuss such reassignments ahead of time with the persons concerned.

2. Employees returning to the District from leaves of absence shall be returned to service in an equivalent position to the one previously held, unless he/she agrees otherwise.

3. Teachers shall be given an opportunity to apply for any open teaching position at their school site as openings become available.

B. ASSIGNMENT OF FULL INCLUSION STUDENT

1. Definition

   Full inclusion exists when students with an Individual Education Plan (IEP), who have identified severe disabilities, are enrolled in age/grade appropriate regular education classes.

2. Placement of Full Inclusion Student

   Prior to the placement of a full inclusion student in any class, the District when appropriate shall:

   a. Inform the teacher of the student’s medical needs.

   b. Provide the teacher with a copy of the school’s medical emergency plan for the student.
c. Review the student’s IEP and provide the teacher with a written plan that outlines the regular teacher’s specific responsibilities in implementing the IEP.

3. Voluntary Assignment

The District shall not assign any unit member to teach a full inclusion student without first seeking a volunteer for the assignment.

4. Full Inclusion Team

Prior to the placement of a full inclusion student, a Full Inclusion Team (FIT) shall be organized at the site. The FIT team shall include regular teacher(s) assigned to teach the student. The IEP Team in coordination with the FIT team, through the IEP process, shall determine the program for the full inclusion student in concert with all current laws pertinent to the process. The FIT team shall coordinate and support the implementation of the student’s IEP. The FIT team may recommend appropriate change to the student’s IEP.

5. Staff Development/Specialized Training

The District shall provide inservice training to regular classroom teachers prior to the placement of a full inclusion student whose special needs may be unfamiliar to the teacher. The teacher training shall occur, to the extent possible, prior to the student’s placement in the classroom. The training shall be provided during the teacher’s duty day. When voluntary training is provided outside the teacher’s duty day, compensation will be provided at the current rate given for voluntary staff training.

6. Individual Education Plan (IEP) Meetings

Regular classroom teachers assigned full inclusion student(s) are required to participate in a reasonable number of IEP meetings, including parent/guardian meetings and/or conferences.
7. **Grading**

   The full inclusion student’s IEP shall specify the grading criteria for each class in which the student is enrolled.

   a. Credit, partial credit, no credit.

   b. Letter of recommendation.

   c. Differential standards for graduation.

   d. Regular diploma.

8. **Specialized Physical Health Care Services (SPHCS) Procedures**

   It is the District’s intent that qualified nurses, trained special education aides, and health aides rather than teachers shall regularly provide and conduct these SPHCS procedures required by the IEP. These procedures include, but are not limited to, catheterization, injections, suctioning, gavage feeding, drainage, and tracheotomy care.

   Every school shall develop a protocol for the full inclusion student that lists the order in which staff will be expected to provide the SPHCS procedures. In emergencies, all staff, including teachers who are responsible for the supervision of an injured or ill student shall administer prudent first aid.

C. **REASSIGNMENT**

1. Reassignment refers to a change in teaching assignment within the school.

2. Teachers will be assigned subjects which they are qualified to teach.

D. The District shall not require the regular education teacher to participate in an IEP meeting beyond the period of time during which the teacher’s subject area is being discussed. This provision is subject to modification by state and federal statute and guidelines.
ARTICLE XXX: SUMMER SCHOOL

A. EMPLOYMENT - INSTRUCTIONAL STAFF

All classes taught during the summer months, excluding the statutorily required Extended School Year for Students with Special Needs Article XXXI, will be considered summer school and subject to the same conditions and rules established for normal summer school classes. On or before the first day of May, the District and the Association Negotiations Chair shall discuss and mutually agree to the start date of any summer session(s). Should it be financially feasible, a second summer session shall occur by mutual agreement. All classes taught during the summer session must be assigned either to one of the existing departments or to a designation of “non-departmental.”

1. Teachers shall be assigned on a rotational basis.

2. If the District reduces the number of summer school sites, the open sites must be rotated to all campuses on an equal basis. All other provisions for eligibility under this article shall hold.

3. Those employees who are assigned the majority of their work day at a given school site during the regular school year shall be given priority to teach summer school when summer school is held at their site.

4. All teachers shall be placed on a priority list by individual school in the department in which they are presently teaching the majority of their assignment. If there is no clear majority assignment in subject areas normally taught during Summer School, placement on the priority list will be determined as follows:

   a. Placement shall be in the area of majority assignment for the following regular year, if known.
b. If the following year majority assignment is unknown, placement shall be in one of the subject areas presently being taught by that individual as determined by the individual and the Summer School Principal.

c. Beginning with 2006-07, the Professional Improvement Committee (PIC) shall develop criteria for placement on the Summer School priority list for the following:

i. Classes that do not fall under an individual department, and;

ii. For teachers who do not have a majority assignment in any department, and;

iii. For those teachers who have a majority of their assignment in an area that does not offer summer school classes.

The criteria must meet state credentialing requirements.

Valley Vista High School shall have their own summer school priority lists;

5. Teachers will teach in the department of their current majority assignment in the subjects in which they are credentialed and have recently demonstrated competency.

Summer School teaching will require the same credential and certification as required during the regular school year.

6. Whenever the majority of a teacher's assignment is changed to a different department and this change is for more than one-half of the school year, that teacher shall be placed into two classifications: (1) his/her original classification, in that department in which he/she had the majority of his/her teaching assignment before the change to a different department, and (2) a new classification for the department in which he/she now teaches the majority of his/her assignment. The placement into both classifications will occur after rotation of the priority list. If this reassignment is one-half year or less, the placement into both classifications shall be dependent upon
whether or not that teacher's majority assignment will continue in that new department for the next school year. In such cases, placement on the priority lists of both departments shall be in the same relative positions held on the original department list based on the proportion or percentage of people who were above him/her in the original department priority classification. Placement in both classifications shall remain in effect until the teacher opts to teach Summer School. After teaching Summer School, the teacher's name shall be removed from his/her original classification; and his/her name shall be rotated in the normal manner on the priority classification list for the new department.

7. For the sake of continuity, prospective Summer School personnel shall be ineligible for any assignment which would be interrupted by military or any other foreseeable obligation for a period of time equal to more than one-sixth of that assignment. Acceptance of a Summer School assignment shall signify that no such obligation exists.

8. Based on a conservative projected enrollment, every reasonable effort will be made to provide full-term contracts for Summer School on or before June 1. Full-term shall refer to that number of weeks for which a particular Summer School class is scheduled.

9. Teachers will have three (3) school days from the offer of an assignment to accept or decline said assignment. Anyone accepting such full-term contracts will be held to a firm commitment to complete the Summer School to which assigned. If the assignment is subsequently declined after the last day of the next to the last week of the regular school year, the teacher will be rotated on the Summer School priority list as though the contractual agreement had been completed. This paragraph would be waived for extenuating circumstances.
10. In cases where full-term contracts cannot be provided because of uncertainty of student enrollment, contingency contracts will be issued for the beginning of each Summer School as follows:

a. 1-week session 1-day contingency contract
b. 2-3 week sessions 2-day contingency contract
c. 4-12 week sessions 3-day contingency contract
d. Those teachers who teach one day beyond the above stated contingency contracts will be awarded full-term contracts for that particular session.

11. The needs of students and program shall be the determining factor in the assignment of teachers to Summer School classes; however, the Summer School Principal will seek to provide teachers a full-day assignment whenever possible.

12. Completion of any Summer School assignment, or any part of such assignment, except substitution, beyond 3-week contracts shall be considered completion of a full-term assignment and shall result in rotation of priority classification.

13. Summer School substitutes shall be selected from both the District regular full-time teaching staff and District substitute staff. However, priority will be given, whenever possible, to regular full-time teachers when making substitute assignments.

B. ESTABLISHMENT OF PRIORITY LIST

1. All teachers, including those on Board approved leaves, shall be placed on the District departmental priority list, their priority rankings to be determined by seniority based upon their initial date of employment in the District. The initial priority rankings of teachers of equal seniority shall be established by lot during the year of their initial employment. The District priority list shall
then be separated into individual school lists from which assignments shall be made.

C. ANNUAL PRIORITY LIST ROTATION

1. No later than the first day of May of each school year, each teacher will be contacted to opt in or out of teaching Summer School for that year. Those who opt out of teaching Summer School will maintain their priority on the Summer School priority list the following year. Those who opt in will be placed on the rotation list for the current year based upon their position on the priority list.

2. Applications to teach Summer School from regular bargaining unit members will be accepted at the local school no later than 4:30pm the second Friday of May.

   a. All applicants who opt in for teaching assignments after the second Friday in May deadline will be placed at the bottom of each respective school’s Summer School rotation list after the first year teachers.

3. Priority list rotation shall be accomplished immediately following the end of each Summer School. Rotation shall be as follows:

   a. After completion of summer assignments, teachers’ names shall be placed at the bottom of their group according to their initial rank.

4. Teachers’ names shall not advance in priority ranking for that period during which they are on Board approved leaves of absence of one semester or more.

5. New courses, officially approved for Summer School, may be taught by the teacher who initiated and developed the course even though that teacher may not otherwise qualify for an assignment under this Rule. The only provision is that the teacher has taught under contract for at least one semester during the school year preceding that Summer School, and that the
teacher may not exercise this new course option for more than two consecutive Summer Schools. Teaching under this provision does not preclude rotation of priority classification.

6. Depletion of a school's departmental priority list shall result in an opening being filled in the following manner:
   a. The opening shall be filled according to the District priority list.
   b. The Certificated Human Resources Office shall contact each of the other schools to determine the next eligible teacher at each school on the particular department priority list.
   c. The Certificated Human Resources Office, using the District priority list, shall determine which of these teachers is next in priority. This person shall be offered the assignment. Should he/she decline the assignment, each remaining teacher in priority order shall be offered the assignment.
   d. In the event the opening cannot be filled from the District priority list, the opening may be filled from other available sources, such as teachers on other department priority lists, or non-district certificated personnel. Selection in such cases shall be the responsibility of the Summer School Principal.
   e. In the case of Reading teachers, those who have remedial, developmental, or accelerated reading teaching experience on the secondary level, shall be selected before those with no experience in the teaching of reading. Selection in such cases shall be the responsibility of the Summer School Principal.

7. Disputes as to the interpretation of this Rule shall be resolved by the District Professional Improvement Committee (Article XVI: Leaves, Section F.6.b.).
Nothing in this paragraph shall preclude the rights of any individual under the Education Code or the District grievance procedure.

D. COMPENSATION

1. Instructional Staff

Effective June 1, 2017, for each sixty (60) minutes of instruction taught in Summer School, Certificated employees assigned to teaching duties during Summer School shall be compensated based upon each individual’s salary placement for the school year immediately following that Summer School. Compensation shall be the hourly per diem of the following Summer School Salary Schedule:

<table>
<thead>
<tr>
<th>Steps</th>
<th>Salary</th>
<th>Column</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-6</td>
<td>Step 4</td>
<td>Column 4</td>
</tr>
<tr>
<td>7-16</td>
<td>Step 9</td>
<td>Column 4</td>
</tr>
<tr>
<td>17+ Employees</td>
<td>Step 21</td>
<td>Column 4</td>
</tr>
</tbody>
</table>

2. Non-District Certificated

Daily rate of pay for all non-District employed Summer School/Extended Year Program teachers shall be determined as per C.1. with the exception that initial employment credit for teaching experience shall be limited to a maximum of five years for such employees.

3. Pay for July 4 Holiday

Any staff member (instructional and non-instructional) whose assignment includes July 4 shall receive compensation for that holiday.

E. MILEAGE REIMBURSEMENT FOR SPLIT TEACHING ASSIGNMENTS

Teachers who are on a split assignment will be reimbursed for travel between schools at the established rate per mile. The District Reimbursement Form (No. 50.21) must be submitted to the District Business Office no later than the final work day of each month.

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F. ABSENCE

All absences from Summer School except bereavement will be deducted from accumulated sick leave. Sick leave taken prior to June 30 will be charged against the year ending June 30. Sick leave taken subsequent to June 30 will be charged to the year ending the following June 30. Regularly employed staff with no accumulated sick leave and non-District personnel will have one day of Summer School pay deducted for each day of absence.

G. Notwithstanding any other provision of this Article, the District reserves the right at its sole discretion to determine what, if any, Summer School Programs will be offered.

H. In the event that schools have developed special programs that require summer school to be held at a different time, the schedule for these specialized classes may be modified by the District with the consent of the instructors and as long as other provisions of this summer school section are adhered to.
ARTICLE XXXI: EXTENDED SCHOOL YEAR

Effective June 15, 2017, all Special Programs teachers required by the students’ individualized Education Plans (IEP) and part of the Special Education Extended School Year (ESY) Program will be compensated at the individual teacher’s hourly per diem rate of pay.

A. On or before the first day of May, the District and the Association Negotiations Chair shall discuss and mutually agree to the start date of Extended School Year.

B. Article XXX: Summer School language, except compensation and the start date of the program, shall be equitably applied to the Extended School Year.
ARTICLE XXXII: VOLUNTARY EARLY RETIREMENT

Any unit member between ages 50 and 65 who has been employed by the District for at least ten (10) years may retire under STRS and receive District benefits. The District’s group medical, dental, and vision plans shall be maintained for the retiree and his/her dependents as long as such plans remain in effect and/or until the retiree reaches the age of 65.

Retirees who reach the age of 65, but who have dependents less than 65 years of age, may purchase the District’s health insurance program for the rate the District pays, as required by AB528 until the dependent reaches age 65.

Retiree medical benefits will terminate at the end of the month in which the retiree reaches age 65 only if the retiree is covered by Medicare at that time. If not, the current practice of continuing coverage to the end of the calendar year shall continue.

Effective July 1, 2013 early retirees will be eligible for a VEBA benefit plan at the in-state rate. Any out-of-state retiree will pay the difference for the out-of-state rate. Effective January 1, 2015, when any early retiree’s dependent becomes Medicare eligible, he/she will be enrolled in a District provided/paid Medicare Supplement Plan.

A unit member who seeks voluntary early retirement may also choose to participate in one of the following programs:

A. 30-DAY SERVICE PLAN

1. Purpose and Scope

a. To provide the option of contractual specialized services to the District.

b. To provide financial savings to the School District by encouraging increased turnover of staff at the upper ranges of the salary schedule.

c. To open up new certificated positions.

d. To encourage the maintenance of positive contact with former staff members who have served education and the District long and
honorably, and who have special skills not otherwise available to the District.

2. Regulation

a. Eligibility Conditions for Contractual Specialized Service
   i. Must retire under provisions of STRS (State Teachers' Retirement System);
   ii. Must be on or eligible for maximum salary in schedule excluding anniversary steps and meet the minimum unit/degree requirements of Class IV of the teachers' salary schedule.
   iii. Must be between ages 50 and 65 and have been employed by the District for at least 10 years.

b. Provision for Special Contractual Service
   i. Depending upon the needs of the District, the expertise of the retiring individual and the availability of services from other public sources, as determined by the District, the District may contract with the retiree for specialized services or advice for a maximum of thirty (30) days per year.
   ii. Compensation shall be at per diem rate based upon the employee's salary, as established by Board policy, at the time of retirement.
   iii. So long as service has been performed satisfactorily, the contractual agreement may be renewable annually during the period between voluntary retirement and age 65, but in no event to exceed the five (5) year limitation imposed by Education Code Section 35046.
iv. Services which may be contracted for will vary depending upon
the capabilities of the individual, the needs of the District, and
the availability of the services from a public source.

c. Application Procedure

i. The employee shall submit his/her resignation for the purpose
of retirement and clearly express his/her desire to participate
in the early retirement plan.

ii. The Certificated Human Resources Office shall verify eligibility.

iii. The Superintendent, or his designee, shall determine the
particular service(s) to be rendered by the retiree.

iv. The Superintendent, or his designee, shall prepare a written
contractual agreement between the District and the retiree.
ARTICLE XXXIII: PAYROLL DEDUCTIONS FOR INSURANCE AND SAVINGS

A. Payroll deductions for group insurance premiums and/or credit union deposits, shall be made when in accord with authorization, restrictions, and procedures established by law. Unless required by law, no charge shall be made for this service to the employee or to the organization to which deductions are transmitted.

B. The District shall provide the opportunity for all bargaining unit members to participate in a Section 125 plan.
ARTICLE XXXIV: EMPLOYEE DISCIPLINE

A unit member shall not be discharged or suspended without just cause and according to the principles of appropriate discipline, except under the provisions of California Education Code 44939, 44940, and 44942.

All discipline matters shall remain confidential.
ARTICLE XXXV: PEER ASSISTANCE AND REVIEW

A. The Huntington Beach Union High School District Educators Association (the Association) and the Huntington Beach Union High School District (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

1. The Joint Panel (JP)
   a. The Joint Panel shall consist of five (5) members, the majority of whom shall be permanent certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators to serve on the Joint Panel.
   b. The Joint Panel shall establish its own meeting schedule. However, the Joint Panel shall meet at least once per semester. To meet, a simple majority must be present; with the majority of those present being teachers.
   c. The Joint Panel members shall use their best efforts to reach consensus on all Panel actions. Absent consensus, actions shall be approved by majority vote.
   d. Meetings shall take place during the regular teacher workday. Teachers who are members of the JP shall be released from their regular duties to attend meetings, without loss of pay or benefits. When required, substitutes shall be provided.
   e. The Joint Panel shall be responsible for the following:
i. Recommending and providing annual training for the Joint Panel Members.

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

iii. Selecting the Consulting Teachers.

iv. Selecting trainers and/or training providers.

v. Providing training for Consulting Teachers prior to the Consulting Teacher’s participation in the program.

vi. Notifying participation in the PAR Program by written notification to the Referred Participating Teacher, the Consulting Teacher and the Site Principal.

vii. Reviewing the list of Consulting Teachers with the Participating Teacher.

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

ix. Making available annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

x. Establishing a procedure for application as a Consulting Teacher.

xi. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

xii. Reviewing the report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding
the Participating Teacher's progress and/or continuance in the PAR program.

t. Evaluating annually the impact of the PAR program in order to improve the program, and report their findings to the Board and the Association.

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

g. Bargaining unit members who perform functions as Consulting Teachers or Panel Members under this document shall have the same protection from liability and access to appropriate defense as other public employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

h. The District shall defend and hold harmless individual Joint Panel Members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties as provided by the California Government Code Tort Claim Act.

i. The Joint Panel shall establish and have control over the PAR Budget as allocated under AB1X Legislation. The PAR Budget is subject to Board approval. As appropriate, the Joint Panel shall convene advisory committees, comprised of a majority of teachers appointed by the Association, to recommend allocating additional PAR Budget expenditures to other programs such as staff development, teacher training, etc.

j. In order for an advisory-committee to meet and recommend expenditures, a simple majority must be present; with the majority of
those present being teachers.

2. Participating Teachers (PT)
   a. A Participating Teacher is an experienced teacher with permanent status who receives an unsatisfactory final evaluation in the area(s) of instructional strategies and/or subject content.
   b. A Participating Teacher will be assigned to a Consulting Teacher from a panel of teachers by the Joint Panel. The Participating Teacher may petition the Joint Panel for a different Consulting Teacher.
   c. The Participating Teacher has the right of representation by the Association at any Joint Panel Meeting or any meeting with administrators, if the Participating Teacher's presence is required.

3. Consulting Teacher (CT)
   a. A Consulting Teacher is a classroom teacher, selected by the Joint Panel, who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided the following shall constitute the minimum qualifications:
      i. A credentialed classroom teacher working in direct student instruction with permanent status.
      ii. At least five (5) years of in District teaching experience and a minimum of five (5) years of recent teaching experience in classroom instruction.
      iii. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge of and commitment to District curricular and California teaching standards, and mastery of a range of teaching strategies necessary to meet the diverse
needs of pupils, as indicated by the teacher’s last two (2) evaluations.

b. In filling the position(s) of Consulting Teacher, each applicant is required to submit at least three references from individuals with specific knowledge of his or her expertise as follows:
   i. A reference from a building principal or immediate supervisor.
   ii. A reference from an association representative.
   iii. A reference from another classroom teacher.

c. All applications and references shall be treated with confidentiality.

d. Consulting Teachers shall be selected by consensus or by a majority vote of the Joint Panel after candidates have received classroom observations and been interviewed by the Joint Panel Members.

e. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. Initially, some terms may be shorter in order to stagger the positions. Teachers initially appointed to these one (1) year staggered positions shall be eligible to reapply and be selected for a full three (3) year additional term. A teacher shall not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after concluding service as a Consulting Teacher.

f. Functions performed pursuant to this Article, by bargaining unit employees, shall not constitute either management or supervisory functions. The Consulting Teacher shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a stipend of $1,500 for each Participating Teacher assigned up to a maximum of three (3) assigned
Participating Teachers for all consulting services beyond the regular workday and/or work year.

g. The number of Participating Teachers assigned to each Consulting Teacher, up to a maximum of three (3), shall be determined by the Joint Panel. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the Participating Teacher.

h. The Consulting Teacher and the site administrator shall meet with the Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals in the areas of instructional strategies and/or subject content.

i. The Consulting Teacher and the Participating Teacher shall develop the assistance plan and develop a process for determining successful completion of the PAR Program.

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

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

l. The Consulting Teacher shall report their activities on a regular basis to the Joint Panel.

m. The length of time a Consulting Teacher is assigned to provide assistance to a Participating Teacher shall be consistent with the timeline established by the evaluator and the evaluatee for the
additional Mutual Assistance Plan referenced in the Contract (Article XIII, subsection D. 4. c.).

n. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Participating Teacher to receive his or her signature before it is submitted to the Joint Panel. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather than he or she has received a copy of the report. The Consulting Teacher, after reviewing the final report with the principal, shall submit the report to the Joint Panel.

o. The Participating Teacher shall have the right to submit a written response within twenty (20) work days and have it attached to the final report. One (1) day of released time shall be provided to the Participating Teacher to write his or her response. The Participating Teacher shall also have the right to request a meeting with the Joint Panel and to be represented at this meeting by the Association Representative of his or her choice.

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

q. Any unresolved issues shall be referred to the Joint Panel for final resolution.
ARTICLE XXXVI: RIGHT TO PRIVACY

At the beginning of each year, the District shall notify all bargaining unit members regarding the confidentiality of his/her use of the Internet. Additionally, when a new teacher is hired, a similar notification shall be made. Until notice is received, the District shall take no action against any unit member for the content or pattern of his/her Internet use.
ARTICLE XXXVII: HYBRID-ONLINE COURSES

A. Purpose and Definitions

1. The District and the Association recognize hybrid-online instruction as a tool for student learning which presents the opportunity for expanding learning opportunities on and off campus. Therefore, the practices and provisions described in this article shall be implemented in regard to hybrid-online instruction.

2. A hybrid-online course is defined as a course in which any of the required amount of instructional time is met through a combination of online interaction and face-to-face classroom time.

   a. Hybrid-online courses shall require a minimum amount of face-to-face classroom interaction in accordance with the following:

      i. Core classes: a minimum of one (1) hour per week

      ii. Core classes taught at a Block Schedule school: a minimum of two (2) hours every two (2) weeks

      iii. Elective classes: an average of one (1) hour per week

B. Students

1. The administrator in charge of student scheduling at each school site shall not allow a student to be scheduled into a hybrid-online course unless the student initiates interest in the hybrid-online format by completing the orientation in section B.2. below.

2. Prior to enrollment into a student’s first HBUHSD hybrid-online course, a student shall attend a Hybrid-Online Orientation held each semester at every school site offering hybrid-online courses. The orientation will be led by one of the site’s hybrid-online teachers, or his/her designee.

   a. Should this orientation take place outside of the teacher’s seven point five (7.5) hour workday, the teacher(s) leading the orientation
Article XXXVII: HYBRID-ONLINE COURSES

will be compensated at the teacher’s voluntary extra assignment pay
schedule (Appendix C).

b. The orientation may include an online student self-assessment of
readiness for hybrid-online coursework to help determine if the
student is well-matched to the more independent hybrid-online
learning format.

3. Only students with a jointly signed Student-Parent Study Contract (See
Appendix M) may enroll in hybrid-online courses. All study contracts will be
filed in the Educational Services Department.

C. Teachers

1. Hybrid-Online Teaching Assignments

a. Hybrid-online teaching assignments shall be voluntary.

b. Hybrid-online courses shall be assigned in accordance with the
following priority:
   i. Full-time permanent status teachers
   ii. Part-time permanent status teachers
   iii. Probationary teachers
   iv. Temporary teachers

c. In order to maintain quality programs and high academic standards,
teachers may teach up to three (3) hybrid-online courses
concurrently. Based on student need, a problem solving meeting
shall occur in accordance with Appendix N to increase the number of
hybrid-online sections assigned to one teacher.

d. A hybrid-online course shall count as one period of a work day as
established in Article X Work Day.
2. Professional Development
   a. District shall provide training opportunities for teachers to enhance
      the skills necessary for the success of hybrid-online courses.

3. On Campus Work Day
   a. Teachers shall be on campus during the work day in accordance with
      Article X Work Day with the following stipulations:
      i. Teachers of hybrid-online courses perform professional duties
         equivalent to that of other classroom teachers. To provide
         flexibility, these duties may be performed outside the regular
         contract hours so that students are able to regularly and
         readily contact the teacher, provided that the total number of
         hours per day a teacher is on-duty does not violate the
         contractual seven and one-half work hours per day (see
         Article X Work Day, Section A). This daily flexibility is at the
         sole discretion of the teacher.
      ii. The teacher will be expected to be on campus to meet the
          face-to-face teaching requirement set forth in A.2.a. The
          time(s) and day(s) of the face-to-face component will be
          scheduled solely by the teacher to accommodate as much as
          possible student needs.

4. Proprietary Rights
   a. The District shall not share any teacher-produced content for hybrid-
      online courses with any person, district, or other entity for any
      reason without written permission except in the case of a rare
      unforeseen circumstance such as a medical emergency.
D. Class Size

1. Refer to Article XVII: Class Size.

E. Learning Management System (LMS)

1. Should the District want to change from Canvas to a different LMS, the District shall consult with District teachers, including representatives from the Association Negotiations Team.

F. Equipment and Support

1. District shall provide technical support to teachers who teach hybrid-online courses.

2. District shall ensure teachers of hybrid-online courses have access to a functioning computer and internet access.

G. Evaluation

1. Refer to Article XIII: Evaluation Procedures for Teachers.

H. Courses

1. A student shall only be enrolled in hybrid-online courses taught by teachers at his/her home school. Based on student need, a problem solving meeting shall occur in accordance with Appendix N to create a course that allows district wide enrollment.

2. Courses to be delivered in the hybrid-online format shall be reviewed by the District department coordinators from the involved department to determine the appropriateness of the hybrid-online delivery format. Non-departmental courses shall be reviewed by the teachers in the district who teach the same face-to-face course.

3. Hybrid-online courses shall begin and end on the same days as face-to-face courses offered the same semester. The duration of hybrid-online courses, the expected daily instructional time, and number of course credits shall be consistent with the equivalent face-to-face course.
4. Hybrid-online courses will be scheduled dependent on student needs.

5. Courses taught under the authority of this article shall only be ones developed and constructed by classroom teachers employed by the Huntington Beach Union High School District. This does not preclude a teacher from including existing online resources into a course developed and constructed by that individual.

I. Hybrid-Online Evaluation

1. The District will convene a hybrid-online evaluation committee annually during second semester:
   a. The District will provide substitutes for selected representative hybrid-online instructors.
   b. The District will provide a location for the day where selected representative online teachers, and the Hybrid-Online District and Association negotiations team members can meet to evaluate the courses.
   c. The hybrid-online evaluation committee will be co-chaired by District Representatives and DEA President or his/her designee.
ARTICLE I: ASSIGNMENT AND REASSIGNMENT

A. When a vacancy is determined in the adult education program, teachers currently employed in the program shall receive a timely notice of the vacancy. Teachers who desire to either increase or change their hours of assignment shall apply for the vacancy and be considered before outside applicants. If not selected, a teacher may request and be given written reasons for nonselection.

B. Effort shall be made to notify adult education teachers of their tentative assignment at least thirty (30) days prior to each semester. Teachers may indicate a preference for a change of assignment by notifying their supervisor.

C. When the District needs to change a teacher's assignment from day to evening, from evening to day, or from straight shift to split shift, the teacher will be notified and given an opportunity to meet with the supervisor to discuss the change in assignment. Effort shall be made to notify the teacher of the need for change at least forty-eight (48) hours before the change is to be effected. If the assignment is changed, the teacher may request and be given written reasons for the change.

D. Whenever there is a reduction in adult education classes, the District shall make all assignments and reassignments in such a manner that permanent, probationary or temporary teachers (15-24 hours) are retained to render any service for which they are credentialed and qualified to teach.

E. The supervisor shall notify teachers of class schedule cancellations whenever possible at least twenty-four (24) hours in advance.

F. When a vacancy occurs in the comprehensive high school program, adult education/hourly teachers shall be given consideration for the position before outside applicants.
ARTICLE II: PERMANENT STATUS

Permanent status shall be granted to adult education teachers who qualify under the terms prescribed by law and the following conditions:

A. A full-time assignment shall be defined as more than twenty four (24) hours per week.

B. The Board of Trustees establishes the number of school days in a school year, which may not be less than the minimum of 175 required by law. To be eligible for a permanent status, a teacher must serve during 75 percent or more of the school days actually scheduled in a given school year by the Board of Trustees. Summer school teaching shall not be credited toward this requirement.

C. Upon completion of two (2) consecutive years of service meeting the above requirements, and upon assumption of duties in the third (3rd) year, a teacher shall receive permanent status equivalent to the average number of hours served per week during the probationary period.

D. A teacher shall not be eligible for permanent status in an hourly position in one of these programs if they hold permanent status in another school District.

E. A teacher shall not hold permanent status in both the regular day school of the Huntington Beach Union High School District and in an hourly position in one of the programs or schools to which these rules apply.

1. A teacher who first earns permanent status in the regular day school shall not be eligible for permanent status in an hourly position in one of the programs or schools covered by these rules.

2. A teacher who first earns permanent status in an hourly position in one of these programs or schools and who subsequently becomes eligible for permanent status in the day school shall choose in which one such school or program they desire to have permanent status.

F. Once a teacher achieves permanent status, their assignment may not be reduced below the amount of time per week to which they have permanent status except in
ADULT EDUCATION/HOURLY TEACHER CONTRACT
Article II: PERMANENT STATUS

accordance with law.
ARTICLE III: SALARY SCHEDULE

A. The salary schedule for adult education/hourly contract teachers shall be increased as provided for in General Contract, Article XIV: Salaries.

B. The method of compensation for permanent hours of employment shall be in ten equal monthly payments or payment based upon monthly timecards. Compensation for employment hours in addition to those guaranteed by permanent status shall be made as a prior period adjustment at the end of each semester.

C. The District shall compensate hourly teachers their hourly rate when a class has been cancelled by the District due to an emergency.

D. Teachers holding a doctoral degree shall receive an annual stipend of $2,000. Stipend shall be paid only for doctorates in the employees’ major or minor teaching fields or in education related fields.

E. Column IV shall be added to Appendix A – Adult Education Hourly Teacher, for unit members teaching 25 hours or more, who hold a California Teaching credential with a BA+45 or MA. This column applies only to teachers who are teaching within the area of their credential.
ADULT EDUCATION/HOURLY TEACHER CONTRACT
Article IV: FRINGE BENEFITS

1. ARTICLE IV: FRINGE BENEFITS

2. Adult education/hourly contract teachers with probationary or permanent status shall receive benefits as provided for in General Contract, Article XV: Fringe Benefits.
ADULT EDUCATION/HOURLY TEACHER CONTRACT  
Article VI: ADULT EDUCATION/HOURLY TEACHER WORK YEAR

1 **ARTICLE V: ADULT EDUCATION/HOURLY TEACHER WORK YEAR**

2 The yearly work year calendar for the adult education/hourly teachers shall not exceed 183 days. Summer school is a continuing component of the adult education program beyond this yearly work calendar.

3 By mutual agreement between the teacher and the immediate supervisor, a teacher may substitute for another teacher and receive compensation based upon the substituting teacher's hourly rate of pay.
ARTICLE VI: ADULT EDUCATION/HOURLY TEACHER WORK DAY

The work day for the adult education/hourly teacher is the number of hours the teacher is assigned to teach that day. The number of hours may vary by teacher, by educational program, and by school day.
ARTICLE VII: PERSONAL ILLNESS LEAVE

Personal illness leave is a paid leave of absence and shall be an hourly equivalency based upon the leave provided for comprehensive high school staff. Illness leave under this rule shall not be interchangeable or co-mingled in any way with that provided to the comprehensive high school staff.

A. Personal illness leave shall be "earned" at the rate of one (1) sick leave hour per 15 duty hours served.

B. Illness leave shall be paid based upon the hourly rate of the teacher at the time it is used and shall be available to the teacher at any time during the period of employment.

C. When absence due to personal illness occurs, the teacher shall have available their current year's entitlement of illness leave, based upon (A) above, or any unused balance thereof. From that point, accumulated leave, if any, shall be available.

D. Sick leave benefits shall only apply to absences due to personal illness which occur during the period of time that the teacher is scheduled to be actively employed. This benefit shall not extend beyond the end of the teacher's class, work year, or other established employment period. In the case of an absent teacher whose assignment must be canceled due to insufficient enrollment, for example, sick leave benefits shall not extend beyond the point where the assignment is terminated.

E. Unused earned sick leave shall accumulate from year to year without limit; provided, however, that any teacher who is terminated will be responsible for compensating the District for unearned sick leave actually used.
ARTICLE VIII: PERSONAL EMERGENCY LEAVE

The leave provisions for adult education/hourly teachers shall be identical to those leave provisions provided the comprehensive high school staff. During any school year an employee in the adult education/hourly programs may use, at his or her election, their accumulated prorated sick leave benefits for personal emergencies as defined in Article XVI. The five days provided to comprehensive high school staff for personal business shall also be prorated for adult education/hourly teachers.

A. Personal emergency leave shall be prorated at the rate of 30 duty hours per one (1) personal emergency leave hour.
ADULT EDUCATION/HOURLY TEACHER CONTRACT
Article IX: LEAVE TO COMPREHENSIVE HIGH SCHOOL

ARTICLE IX: LEAVE TO COMPREHENSIVE HIGH SCHOOL

When a permanent adult education/hourly teacher is hired into the comprehensive high school program, he/she shall be eligible for a leave from the adult education program during their new probationary period. This teacher shall have accumulated sick leave hours converted to sick leave days and the total sick leave shall be transferred to the new program.
ARTICLE X: SUMMER SCHOOL

A. EMPLOYMENT - INSTRUCTIONAL STAFF

Teaching positions in the summer school shall be filled on a voluntary basis by those qualified teachers who taught second semester of the previous school year. Summer school positions shall be assigned to these teachers when program needs allow, in the following priority order:

- Currently permanent or probationary teachers (Adult Education)
- Temporary teachers (15-24 hours) (Adult Education)
- Permanent or probationary Coast High School Teachers
- Temporary teachers (below 15 hours) (Adult Education)

The needs of students and program shall be the determining factor in the assignment of teachers to summer school classes.

B. PAY FOR JULY 4TH HOLIDAY

Any adult education/hourly teacher whose assignment includes July 4 shall receive compensation for that holiday if it is celebrated as a holiday on a day that he/she would normally teach.
The performance evaluation of probationary and permanent adult education teachers shall follow the procedures in Article XIII: Evaluation Procedures for Teachers in the general contract.

All other teachers may be evaluated at the discretion of the District.
### HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
### TEACHER SALARY SCHEDULE 2015/2016

(4.75% increase effective 07/01/15.)

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**Note:** The cells beyond Step 5 in Class I and II only apply to teachers hired prior to July 1, 1998. Teachers hired after July 1, 1998, must have 30 or more Units to progress to Step 6.

* Maximum 7 years of previous experience recognized.
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
ADULT EDUCATION HOURLY TEACHER SALARY SCHEDULE 2015/2016
(4.75% increase effective 07/01/15.)

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HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 2016/2017
(.5% increase effective 07/01/16.)

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Note: The cells beyond Step 5 in Class I and II only apply to teachers hired prior to July 1, 1998.
Teachers hired after July 1, 1998, must have 30 or more Units to progress to Step 6.
* Maximum 7 years of previous experience recognized.
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
ADULT EDUCATION HOURLY TEACHER SALARY SCHEDULE 2016/2017
(.5% increase effective 07/01/16.)

<table>
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<tr>
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HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
HOME TEACHER HOURLY SALARY SCHEDULE 2016/2017
(.5% increase effective 07/01/16.)

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**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT**  
**TEACHER SALARY SCHEDULE 2017/2018**  
*(.5% increase effective 07/01/17.)*

17/18 inc.

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Note:  
The cells beyond Step 5 in Class I and II only apply to teachers hired prior to July 1, 1998.  
Teachers hired after July 1, 1998, must have 30 or more Units to progress to Step 6.  
* Maximum 7 years of previous experience recognized.
<table>
<thead>
<tr>
<th>STEP</th>
<th>CLASS I</th>
<th>CLASS II</th>
<th>CLASS III</th>
<th>CLASS IV</th>
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HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
ADULT EDUCATION HOURLY TEACHER SALARY SCHEDULE 2017/2018
(.5% increase effective 07/01/17.)
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

HOME TEACHER HOURLY SALARY SCHEDULE 2017/2018

(0.5% increase effective 07/01/17.)

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<th>CLASS I BA</th>
<th>CLASS II BA+15</th>
<th>CLASS III BA+30</th>
<th>CLASS IV BA+45 or MA</th>
<th>CLASS V BA+60 Incl. MA</th>
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</table>
APPENDIX A – SALARY SCHEDULES

Anniversary increments of one experience step are payable at the 16th, 21st, and 26th years of service recognized by the District. For staff members in active employment at the time of this revision (1973-74), this service shall include any experience recognized by the District at the time of employment other than directly related in education. Persons employed on the Teachers' Salary Schedule shall receive credit towards anniversary increment for those years of experience recognized for salary placement.

1. Creditable units must be earned from an institution of higher learning accredited by the American Association of Schools and Colleges, or a regional affiliate thereof.

2. Teachers with special credentials only shall not proceed beyond step 6 of any class. Exception: Teachers employed before July 1, 1958, the date of this restriction.

3. Once an employee who has been frozen on step 6 due to above condition (2) has met requirements for reclassification, s/he will advance to step 7 in whichever class s/he qualifies for, regardless of the number of years s/he may have remained on step 6.

4. A clear credentialed EMR and/or TMR teacher employed prior to the 1975-76 school year and working in this program shall be allowed an additional increment above normal placement on schedule not to exceed the maximum step on schedule.

5. Each teacher holding or obtaining an 8.0 or 8.1 vocational credential will be granted additional compensation at the rate of .6% of Class V, Step 11 of the Teachers’ Salary Schedule for each class of vocational education taught for a period of two (2) years.

6. Effective with the 2003-04 school year, there is no limit to the number of creditable units earned during a school year toward salary advancement. Prior to the 2003-04 school year, the number of creditable units for salary schedule purposes will be limited to six semester units per semester—twelve for the school year. An additional six semester units can be earned during the summer if the employee is teaching summer school, or twelve semester units if an employee is not teaching summer school.

7a. Creditable units for salary schedule purposes will be limited to units within an employee's major or minor field of preparation, or units within an employee’s present teaching assignment or his/her teaching assignment for the coming semester. Requests for exceptions from this provision may be submitted to the District Professional Improvement Committee for consideration and recommendation to the Superintendent, or his/her designee, for his/her approval.

7b. This provision shall not apply to creditable units taken by an employee at the direction of the District. Said creditable units taken for purposes of retraining or in anticipation of future District needs shall be: credited for salary schedule purposes in accordance with applicable guidelines contained elsewhere in this Appendix; or, reimbursed to the employee if he/she is already placed on Column V of the salary schedule upon proper documentation for course completion (reimbursement as used herein shall be limited to the tuition and fee structure in effect for the California State College and University system at the time the course is taken, plus any required and nonavailable course textbook(s) which will become the property of the District's professional library after course completion).

8. Creditable units for salary schedule purposes will be limited to courses in which a grade of "C" or better is earned under a traditional college grading scale, or a grade of "pass" (P) in a "pass"/"fail" grading system.

9. All other salary schedule guidelines existent during the 1976-77 school year, including anniversary increments, shall be continued.

10. Any unit member initially employed during or after the 1986-87 school year shall be granted a maximum of seven (7) years of previous experience and be placed on salary schedule step 8. Effective with the start of the 1985-86 school year, for new employees to the District a year of prior teaching experience credit for salary schedule placement purposes shall be defined as teaching experience at grades K-14 under contract to another public or private school employer for at least 75% of the school year, and while in the possession of a valid California teaching credential.

11. Any unit member who teaches 75% of a school year shall receive one year’s credit on the salary schedule.

12. Column movement on the salary schedule will occur within 90 calendar days of verification of credits and/or degrees earned.

13. Should a hardship become evident in filling Speech and Language teaching positions, the District may recognize a maximum of ten (10) years of previous experience and be placed on salary step 11 in accordance with the conditions listed in Appendix A.10.
ADDITIONAL PAY

1. Athletic Coordinator
   a. Boys' Athletics - Compensation for expertise and recommendations shall be 8 percent of Class V, step 11, of the Teachers' Salary Schedule.
   b. Girls' Athletics - Compensation for expertise and recommendations shall be 8 percent of Class V, step 11, of the Teachers' Salary Schedule.
   c. District Athletic Coordinator - Compensation for additional work required shall be 12 percent of Class V, Step 11, of the Teachers' Salary Schedule.

2. Department Coordinator
   a. Each Department Coordinator of an academic subject area at a comprehensive high school, Valley Vista High School, Coast High School, and the Special Abilities Cluster in the District shall be provided compensation and release time as specified in b. and c. below to attend to Departmental Coordinator duties. Said duties shall be structured and directed by the building Principal, consistent with the current job description for Department Coordinators. Academic subjects as used herein shall be defined as: English, Social Studies, Mathematics, World Languages, Science and Special Education.
   b. Each comprehensive high school, Valley Vista High School and the Special Abilities Cluster shall be provided with up to 180 days per year of substitute teacher service for purposes of providing Department Coordinators with released time to attend to Department Coordinator duties. Coast High School shall be provided with up to 15 days per year of substitute teacher service. Said total days shall be allocated among departments of three (3) FTE's. In no event shall any Department Coordinator, as contemplated herein, be provided with more than 20 days of released time per school year. Department Coordinators wishing to utilize this release time availability shall make advance arrangements with his or her site administrator. Department Coordinators' duties shall be structured and directed by the Principal or
Administrative Designee, consistent with the current job description for Department Coordinators.

c. Compensation for expertise and recommendations (on Teachers' Salary Schedule) shall be as follows:

- 1-25 sections: 4.5 percent of Class V, Step 11
- 26-50 sections: 6.0 percent of Class V, Step 11
- 51-75 sections: 6.75 percent of Class V, Step 11
- 76 & over sections: 8.25 percent of Class V, Step 11

Valley Vista and Coast shall be compensated at the rate of two-point-two-five percent (2.25%) of Class V, Step 11.

i. Department Coordinators shall be chosen by majority vote of members of their department who have a majority teaching assignment in that department. (Each member who is teaching a majority shall be allocated one vote.) In the following cases selection of the coordinator shall be preceded by allocating to all teachers assigned to the department one vote per teaching section:

- (1) no department members teach a majority of their assignment in that department or
- (3) those who do teach a majority of their assignment in that department collectively constitute less than half of all teachers assigned to that department.

ii. If no individual or team of two (2) receives a majority vote by the appropriate processes described above, eligible department members will meet to reach unanimous agreement regarding the selection procedure for choosing a Department Coordinator. This does not preclude the department from reballoting.
iii. If no coordinator is determined or no procedure is agreed upon as in section (2) above, then the Department Coordinator position, stipend and release period (if applicable) will be equally divided between two coordinators.

iv. Department Coordinators will serve for a period of one year unless the principal determines the Department Coordinator's performance to be unsatisfactory as determined by the existing job description.

v. In the event a new Department Coordinator selection becomes necessary, the department will elect a replacement.

3. School Media Coordinator

When the school media center reaches a full complement (three (3) certificated media specialists or the equivalent), the school media specialist who is in charge shall be compensated as a department coordinator. Compensation shall be 3 percent of Class V, step 11, of the Teachers' Salary Schedule.

4. Traffic and Safety Education Campus Coordinator

Compensation shall be 3 percent of Class V, step 11, of the Teachers' Salary Schedule.

5. Master Teacher

Compensation for master teachers assigned to the responsibility for directing student teachers shall be equivalent to the amount received from and prorated according to the master teacher assignments for a given student teacher of the particular teacher training institution.

6. APA Facilitator, District Facilitators, Coordinators

Compensation for APA Facilitator, District Facilitators, District Accreditation Coordinator, District Educational Technology Coordinator, IB Coordinator, and MERITS Coordinator shall be 7.54 percent of Class V, Step 11.
APPENDIX B: ADDITIONAL PAY

a. Applications for open positions will be available no later than the first (1st) Monday in April of the current school year. To be considered, applications must be submitted by the second (2nd) Friday in April to the District Certificated Human Resources department.

b. Positions will be selected for a two-year term by a five (5) person panel consisting of three (3) representatives from the District and two (2) DEA designated representatives from the appropriate department. Facilitators and Coordinators must receive a satisfactory evaluation to continue to the second year of a term.

c. Facilitators and Coordinators will be evaluated each year by the appropriate administrator. The District will solicit input from the represented membership.

d. District Facilitators will serve for a period of two (2) years unless the Assistant Superintendent of Education Services or Designee determines the performance to be unsatisfactory by the existing job description.

7. **Site Program Coordinators**

One release period to attend to duties required for MERITS and IB Coordinators.

a. Applications for open positions will be available no later than the first (1st) Monday in April of the current school year. To be considered, applications must be submitted by the second (2nd) Friday in April to the District Human Resources department.

Positions will be selected for a two-year term by a five (5) person panel consisting of two (2) representatives from the District and three (3) DEA designated...
representatives. Site Coordinator must receive a satisfactory evaluation to continue to the second year of a term.

b. Site Coordinator will be evaluated each year by the appropriate administrator. The District will solicit input from the represented membership.

c. Site Coordinator will serve for a period of two (2) years unless the Assistant Superintendent of Education Services or Designee determines the performance to be unsatisfactory as determined by the existing job description.

8. **WASC Coordinators**

   a. Full Review – Each comprehensive high school and Valley Vista High School shall receive a WASC Coordinator’s stipend paid at the rate of seven point three percent (7.3%) of Class V, Step 11. Coast High School shall be paid at three point seventy seven percent (3.77%) of Class V, Step 11.

   b. Full Review – Each comprehensive high school shall receive one release period for two semesters (Spring and Fall).

9. **Technology Resource Teachers**

   Technology resource teachers will receive 5.6 percent of Column V, Step 11. The technology resource teacher at Coast High School and Valley Vista High School shall be paid at one-half the stipend as the comprehensive sites.

10. **School Site Webmaster**

    School site webmaster will receive 5.6 percent of Column V, Step 11. Noncertificated employees currently filling these positions have the option to remain in these positions.

    The webmaster at Coast High School and Valley Vista High School shall be paid at one-half the stipend as the comprehensive sites.
VOLUNTARY EXTRA ASSIGNMENT PAY SCHEDULE

Teachers and the Association will be informed of extra pay positions as they become vacant. Only unit members will be initially allowed to apply for such positions based on the established extra pay unit schedule. In the event that no teacher seeks these positions, they may be filled by non-certificated employees.

All non-athletic positions not filled by a certificated bargaining unit member shall be declared vacant at the end of each school year. Said positions shall be posted on or before May 31 of each school year. In the event a bargaining unit member does not apply for said positions by the first instructional day of the school year, said positions may be filled by non-certificated employees.

A. REGULATION

1. Driver Training Instructors

Compensation for driver training instructors (behind-the-wheel) shall be .049 percent of Class V, Step 11, of the Teachers' Salary Schedule/hour.

2. Summer School

Compensation for summer school teachers shall be in accordance with Article XXX, Summer School.

4. Summer Training

Summer Training shall be compensated at the hourly rate of Class III, Step 5 effective July 1, 2016.

4. Stipends Hourly Rate

All extra pay hours must be pre-approved by a program administrator.

a. Voluntary hours outside of the work day shall be compensated at the hourly rate of Class III, Step 5 effective July 1, 2016.

b. Required duties outside of the regular school year shall be paid at the teacher's per diem rate of pay. (This would include such programs as PELL...
Coordinators, Department Coordinators, Title I, Digital High School Coordinator.)

c. Teaching outside of the regular school day shall be paid at the teacher's per diem rate of pay.

d. Student-Retention/Promotion Program for classes of 25 or smaller shall be paid at the teacher's voluntary hourly rate of pay.

e. Student-Retention/Promotion Program for classes of 26 or larger shall be paid at the teacher's hourly per diem rate of pay.

f. Teachers who volunteer for Week of Welcome (WOW), Viking Voyage, S.O.S., and Link Crew shall be compensated at the hourly rate of Class III, Step 5 effective July 1, 2016.

The District and the Association will standardize all extra duty stipends not currently covered under the contract for implementation on July 1, 2002.

5. Optional/Standard Units Schedule

Effective July 1, 2006, the percentage increase to the salary schedule that would normally be applied to the Standard Unit Schedule shall be held for use to create additional e-units in accordance with the type of unit(s) that generated the additional units.

The multiplier shall be reduced to 0.57 percent. The dollar equivalent of the 0.03 percent shall be used to increase extra pay units on each school site and distributed proportionately to affected programs, which includes athletics and activities. The units generated by this savings shall continue as part of the base units provided by the District.

a. Extra Assignment Schedule is based upon Units. One (1) unit is equal to 0.57 percent of Class V, Step 11, of the Teachers’ Salary Schedule.

b. Types of Units:

i. Standard - For a position which is established on all campuses.
ii. Optional - For a position which is determined necessary by the local school. Number and/or change of units is also determined locally. Optional units cannot be used to supplement pay of standard units positions. Allowances for differences in school enrollment would be made in terms of optional units allocated.

c. Any time a sport is adopted as an official CIF-SS sport, and interscholastic competition is established by CIF-SS, the varsity coach of that sport would be automatically placed on the Extra Assignment Schedule. Placement would be determined by recommendation of the Superintendent.

B. OPTIONAL UNITS SCHEDULE

1. Optional Units - Girls' Athletics
   Units
   24e

2. Optional Units - Boys' Athletics
   Units
   13e

3. Optional Units - Student Activities (May not be used for athletics)
   Units
   30e

4. Optional Units - Required "e" (in addition to B 1, 2 and 3 above)
   (At least 51 units must be assigned to athletics)
   Units
   102e

C. STANDARD UNITS SCHEDULE

1. ONE UNIT (0.57 percent of Class V, Step 11)

2. TWO UNITS (1.14 percent of Class V, Step 11)

3. THREE UNITS (1.71 percent of Class V, Step 11)

4. FOUR UNITS (2.28 percent of Class V, Step 11)

5. FIVE UNITS (2.85 percent of Class V, Step 11)
APPENDIX C: VOLUNTARY EXTRA ASSIGNMENT PAY

1. SIX UNITS (3.42 percent of Class V, Step 11)
2. SEVEN UNITS (3.99 percent of Class V, Step 11)
3. EIGHT UNITS (4.56 percent of Class V, Step 11)
4. NINE UNITS (5.13 percent of Class V, Step 11)
5. TEN UNITS (5.70 percent of Class V, Step 11)
<table>
<thead>
<tr>
<th>Athlete</th>
<th>Varsity</th>
<th>ASST. Varsity</th>
<th>JUNIOR Varsity</th>
<th>SOPH</th>
<th>FROSH or FR/SOPH</th>
<th>**POS. SPECIAL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Badminton Coed</td>
<td>6a</td>
<td>5e</td>
<td>5e</td>
<td>5e</td>
<td>5e</td>
<td>3e</td>
</tr>
<tr>
<td>Baseball Boys</td>
<td>8a</td>
<td>5e</td>
<td>5a</td>
<td>5e</td>
<td>5e</td>
<td>3e</td>
</tr>
<tr>
<td>Basketball Boys</td>
<td>9a</td>
<td>5e</td>
<td>5a</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
</tr>
<tr>
<td>Basketball Girls</td>
<td>9a</td>
<td>5e</td>
<td>5a</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
</tr>
<tr>
<td>Cross Country Boys</td>
<td>6a</td>
<td>5e</td>
<td>5a</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
</tr>
<tr>
<td>Cross Country Girls</td>
<td>6a</td>
<td>5e</td>
<td>5a</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
</tr>
<tr>
<td>*Cross Country Coed</td>
<td>7a</td>
<td>5a</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Hockey Girls</td>
<td>7a</td>
<td>5e</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Football Boys</td>
<td>10a</td>
<td>2 x 8a</td>
<td>8a</td>
<td>5e</td>
<td>6a</td>
<td>3e</td>
</tr>
<tr>
<td>Golf Boys</td>
<td>5a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Golf Girls</td>
<td>5a</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lacrosse Boys</td>
<td>6a</td>
<td>5e</td>
<td>5e</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
</tr>
<tr>
<td>Lacrosse Girls</td>
<td>6a</td>
<td>5e</td>
<td>5e</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
</tr>
<tr>
<td>Soccer Boys</td>
<td>7a</td>
<td>5e</td>
<td>5a</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
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<tr>
<td>Soccer Girls</td>
<td>7a</td>
<td>5e</td>
<td>5a</td>
<td>5e</td>
<td>5a</td>
<td>3e</td>
</tr>
<tr>
<td>Softball Girls</td>
<td>8a</td>
<td>5a</td>
<td></td>
<td></td>
<td>5e</td>
<td>3e</td>
</tr>
<tr>
<td>Surfing Coed</td>
<td>5a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swimming Boys</td>
<td>7a</td>
<td>5e</td>
<td>5e</td>
<td></td>
<td></td>
<td>3e</td>
</tr>
<tr>
<td>Swimming Girls</td>
<td>7a</td>
<td>5e</td>
<td>5e</td>
<td></td>
<td></td>
<td>3e</td>
</tr>
<tr>
<td>*Swimming Coed</td>
<td>8a</td>
<td>5a</td>
<td>5a</td>
<td></td>
<td></td>
<td>3e</td>
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<tr>
<td>Tennis Boys</td>
<td>7a</td>
<td>5a</td>
<td></td>
<td></td>
<td></td>
<td>3e</td>
</tr>
<tr>
<td>Tennis Girls</td>
<td>7a</td>
<td>5a</td>
<td></td>
<td></td>
<td></td>
<td>3e</td>
</tr>
<tr>
<td>Track Boys</td>
<td>8a</td>
<td>5a</td>
<td>5e</td>
<td></td>
<td></td>
<td>3e</td>
</tr>
<tr>
<td>Track Girls</td>
<td>8a</td>
<td>5a</td>
<td>5e</td>
<td></td>
<td></td>
<td>3e</td>
</tr>
<tr>
<td>*Track Coed</td>
<td>9a</td>
<td>4 x 5a</td>
<td>5e</td>
<td></td>
<td></td>
<td>3e</td>
</tr>
<tr>
<td>Volleyball Boys</td>
<td>8a</td>
<td>5a</td>
<td></td>
<td></td>
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<td>3e</td>
</tr>
<tr>
<td>Volleyball Girls</td>
<td>8a</td>
<td>5a</td>
<td></td>
<td></td>
<td>5e</td>
<td>3e</td>
</tr>
<tr>
<td>Water Polo Boys</td>
<td>7a</td>
<td>5a</td>
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<td></td>
<td>5e</td>
<td>3e</td>
</tr>
<tr>
<td>Wrestling Coed</td>
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<td></td>
<td></td>
<td>5e</td>
<td>3e</td>
</tr>
<tr>
<td>Cond. Tr. Season</td>
<td>3e</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* In lieu of both a boys and girls team, a site may choose a coed option.
**Position specialists can only be used after head and assistant coaching positions are filled.
# VOLUNARY EXTRA ASSIGNMENT PAY SCHEDULE

## STANDARD UNITS

### CO-CURRICULAR

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>UNITS</th>
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<tbody>
<tr>
<td>Agriculture - competition</td>
<td>3e</td>
</tr>
<tr>
<td>Agriculture - extended year</td>
<td>6e</td>
</tr>
<tr>
<td>Band Director - Assistant</td>
<td>5e</td>
</tr>
<tr>
<td>Band</td>
<td>8b</td>
</tr>
<tr>
<td>Concessions - away</td>
<td>5e</td>
</tr>
<tr>
<td>Concessions - home</td>
<td>4e</td>
</tr>
<tr>
<td>Drama</td>
<td>8b</td>
</tr>
<tr>
<td>Drill Team - Fall</td>
<td>5c</td>
</tr>
<tr>
<td>Mock Trial</td>
<td>6e</td>
</tr>
<tr>
<td>MUN Assistant</td>
<td>5e</td>
</tr>
<tr>
<td>MUN - first semester</td>
<td>5e</td>
</tr>
<tr>
<td>MUN - second semester</td>
<td>5e</td>
</tr>
<tr>
<td>Newspaper</td>
<td>4e</td>
</tr>
<tr>
<td>Orchestra</td>
<td>3e</td>
</tr>
<tr>
<td>Pepster</td>
<td>7b</td>
</tr>
<tr>
<td>Speech - first semester</td>
<td>4e</td>
</tr>
<tr>
<td>Speech - second semester</td>
<td>4e</td>
</tr>
<tr>
<td>Tall Flag - Fall</td>
<td>5c</td>
</tr>
<tr>
<td>Vocal Music</td>
<td>8b</td>
</tr>
<tr>
<td>Yearbook - with class</td>
<td>5b</td>
</tr>
<tr>
<td>Yearbook - without class</td>
<td>9b</td>
</tr>
</tbody>
</table>
APPENDIX C: VOLUNTARY EXTRA ASSIGNMENT PAY SCHEDULE

D. STRS RETIREMENT CALCULATIONS
Due to the STRS changes, the parties agree to implement language to address this issue no later than July 1, 2002.

E. VOLUNTARY EXTRA ASSIGNMENT PAY APPLICATION PROCESS
All applications for the Voluntary Extra Assignment pay schedule (athletics) shall be filed with the Certificated Human Resources Office on a standard District application form. The Certificated Human Resources Office will review the applications for completeness and will forward all completed applications to the appropriate school for screening, interview and selection.

METHOD OF PAY
a. Payment during school year at conclusion of assignment.
b. 50 percent payment end of first semester; 50 percent payment end of second semester.
c. 5 units in the first semester; from 1 to 3 units end of second semester when the adviser meets the established criteria as follows:
   Festival competitions (1 unit);
   Basketball-minimum 3 (1 unit);
   Other activities-no less than 40 hours (1/3 of actual performance) (1 unit).
d. 5 units basic allocation for advising a Class I program per semester. Class II program will receive 3 additional units per semester.
   Class I - Attend 3 conferences per semester
   Class II - Program Stipend applies to MUN advisors who were in the position prior to the 1998-99 school year.
e. Position not funded under standard unit allocation. If school elects to field program, the stipend is established by this schedule.
f. Activity “e” units paid for by District are not to be used for the athletics program.
FRINGE BENEFITS

1. Medical benefits cover employees and their eligible dependents as defined within this agreement in Article XV. The health and welfare plans include a United Healthcare PPO, United Healthcare HMO, and Kaiser HMO medical plans administered through the VEBA trust, dental, vision, life, accidental death dismemberment, and long-term disability (LTD). A copy of the “service agreement” shall be provided to the Association upon request.

2. Dental benefits cover benefit eligible employees and their eligible dependents. The District’s dental plan provider is Delta Dental of California PPO (preferred provider organization) plan. Benefit eligible employees and each eligible dependent are covered as follows:

   1st year of service - 80 percent
   2nd year of service - 90 percent
   3rd year of service - 100 percent

Percentages increase for each eligible member as long as that member visits the dentists at least one time each calendar year.

The annual benefit limit per plan member is $2,000. If a participant chooses a Delta Premier dentist versus a PPO dentist, a $50/member or $100/family annual deductible is applied before any benefit will be paid.

An orthodontic benefit is payable at 50% of the covered fees and limited to a lifetime of $625. No deductible is required for orthodontic benefits.

3. Vision benefits cover benefit eligible employees and their eligible dependents through Vision Services Plan (VSP) network.

4. The District shall provide a long term disability (LTD) plan to each benefit eligible employee. LTD pays once all sick leave, vacation pay and half pay is exhausted and a 150 day waiting period has been met. Benefits will be paid at 66-2/3% of salary. Eligibility for benefits is determined by the provider per the policy.
5. The District will pay a life insurance benefit for benefit eligible employees for $50,000. Supplemental voluntary life insurance is available through payroll deductions.
### 2017 UnitedHealthcare Plans

**Huntington Beach Union High School District**

*Effective Date: January 1, 2017 - December 31, 2017*

**Important Notes:**
- Changes from 2016 are highlighted in red

#### Feature

<table>
<thead>
<tr>
<th></th>
<th>CA Select Plus PPO 90/70 In Network</th>
<th>CA Select Plus PPO 90/70 Out of Network</th>
<th>Kaiser 15 Rx: $10/$20 - 30 day</th>
<th>Signature Value HMO 10 What You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (individual/family)</td>
<td>$500/$1,000</td>
<td>$500/$1,000</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Medical Out-of-Pocket Maximum (individual/family)</td>
<td>$2,000/$4,000</td>
<td>$4,000/$8,000</td>
<td>$1,500/$3,000</td>
<td>$2,000/$4,000</td>
</tr>
<tr>
<td>RX Out-of-Pocket Maximum (individual/family)</td>
<td>$3,000/$6,000</td>
<td>$3,000/$6,000</td>
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<td>None</td>
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<tr>
<td>Health Reimbursement Account</td>
<td>None</td>
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<td>None</td>
<td>None</td>
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<tr>
<td>PCP Office Visit</td>
<td>$10 copay</td>
<td>$20 copay</td>
<td>30% coinsurance (after deductible)</td>
<td>$15 copay</td>
</tr>
<tr>
<td>Specialist Office Visit</td>
<td>$10 copay</td>
<td>$20 copay</td>
<td>30% coinsurance (after deductible)</td>
<td>$15 copay</td>
</tr>
<tr>
<td>Preventive Care</td>
<td>No charge</td>
<td>No charge</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td>Inpatient Hospital Care</td>
<td>No charge</td>
<td>No charge</td>
<td>30% coinsurance (after deductible)</td>
<td>No charge</td>
</tr>
<tr>
<td>Mental Health Services (outpatient/inpatient)</td>
<td>$10 copay</td>
<td>$20 copay</td>
<td>10% coinsurance (after deductible)</td>
<td>$15 copay</td>
</tr>
<tr>
<td>Substance Abuse Services/outpatient/inpatient)</td>
<td>No charge</td>
<td>No charge</td>
<td>30% coinsurance (after deductible)</td>
<td>$15 copay</td>
</tr>
<tr>
<td>Infertility</td>
<td>Not covered</td>
<td>Not covered</td>
<td>Not covered</td>
<td>$15 copay</td>
</tr>
<tr>
<td>Outpatient Diagnostic Laboratory and Radiology (standard procedures)</td>
<td>No charge</td>
<td>No charge</td>
<td>30% coinsurance (after deductible)</td>
<td>No charge</td>
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<tr>
<td>Outpatient Physical/Rehabilitation Therapy</td>
<td>$10 copay</td>
<td>$20 copay</td>
<td>30% coinsurance (after deductible)</td>
<td>$15 copay</td>
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<tr>
<td>Outpatient Surgery</td>
<td>No charge</td>
<td>No charge</td>
<td>30% coinsurance (after deductible)</td>
<td>$15 copay</td>
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<tr>
<td>Urgent Care (your medical group/other medical group)</td>
<td>$10 copay</td>
<td>$50 copay</td>
<td>30% coinsurance (after deductible)</td>
<td>$15 copay</td>
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<tr>
<td>Emergency Room (Copay waived if admitted)</td>
<td>$100 copay</td>
<td>$100 copay</td>
<td>$100 copay</td>
<td>$50 copay</td>
</tr>
<tr>
<td>Short-Term Prescription Drugs*</td>
<td>$500/$1,000</td>
<td>$500/$1,000</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Maintenance Prescription Drugs**</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
</tr>
<tr>
<td>Chiropractor Service</td>
<td>$10 copay</td>
<td>$20 copay</td>
<td>30% coinsurance (after deductible)</td>
<td>$20 copay</td>
</tr>
</tbody>
</table>

**Footnotes:**

1. UHC members pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Costco, Giant Eagle, Kmart, Kroger, Meijer, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit www.Express-scripts.com for a complete list of EAN pharmacies.

2. UHC members pay standard copays plus $5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

3. You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill maintenance prescriptions at a network pharmacy other than Smart90.

4. Services must be medically necessary and may be subject to prior authorization from OptumHealth.

5. PPO Plans include Acupuncture Services.

6. Subject to a $40 minimum and $175 maximum.

7. Subject to a $80 minimum and $350 maximum.

**Disclaimer:** This summary is merely a brief description of the major benefits of the plan(s) and is not intended to alter or expand benefits, rights or liabilities as set forth in the official plan documents and contracts. Limitations may apply. See the Certificate/Evidence of Coverage for details.

### Benefit Plan

<table>
<thead>
<tr>
<th>Benefit Plan</th>
<th>Website</th>
<th>Customer Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Best Doctors</td>
<td>Bestdoctors.com</td>
<td>866-904-0910</td>
</tr>
<tr>
<td>Employee Assistance Program (EAP)</td>
<td>Liveandworkwell.com</td>
<td>888-625-4809</td>
</tr>
<tr>
<td>Express Scripts</td>
<td>Express-Scripts.com</td>
<td>800-918-8011</td>
</tr>
<tr>
<td>Kaiser</td>
<td>KP.org</td>
<td>800-464-4000</td>
</tr>
<tr>
<td>Optum Health (Chiropractic)</td>
<td>Myoptumhealthphysicalhealthofca.com</td>
<td>800-428-6337</td>
</tr>
<tr>
<td>UnitedHealthcare (UHC)</td>
<td>Myuhc.com</td>
<td>888-586-6365</td>
</tr>
</tbody>
</table>
HUNTINGTON BEACH UNION HIGH SCHOOL CALENDAR
SCHOOL CALENDAR 2015 - 2016

FIRST DAY NEW INSTRUCTIONAL STAFF (Mon)…………………………… AUGUST 24, 2015
FIRST DAY RETURNING INSTRUCTIONAL STAFF (Tues)………………... AUGUST 25, 2015
1st/2nd STAFF DEVELOPMENT DAYS – STUDENT FREE (Tues/Wed)… AUGUST 25/26, 2015
FIRST DAY OF INSTRUCTION (Thurs)……………………………………... AUGUST 27, 2015
LAST DAY OF FIRST SEMESTER (Fri)………………………………………. JANUARY 22, 2016
3rd STAFF DEVELOPMENT DAY – STUDENT FREE (Mon)……………….. JANUARY 25, 2016
FIRST DAY OF INSTRUCTION – SECOND SEMESTER (Tues)……………. JANUARY 26, 2016
LAST DAY OF INSTRUCTION (Fri)…………………………................…...... JUNE 10, 2016
LAST DAY FOR INSTRUCTIONAL STAFF (Fri)…………………………... JUNE 10, 2016

SCHOOL/EMPLOYEE HOLIDAYS

Legal/Local Holidays

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day (Fri)</td>
<td>July 3, 2015</td>
</tr>
<tr>
<td>Labor Day (Mon)</td>
<td>September 7, 2015</td>
</tr>
<tr>
<td>Veterans Day (Wed)</td>
<td>November 11, 2015</td>
</tr>
<tr>
<td>Thanksgiving Recess (5 days)</td>
<td>November 23-27, 2015</td>
</tr>
<tr>
<td>King’s Birthday (Mon)</td>
<td>January 18, 2016</td>
</tr>
<tr>
<td>Lincoln’s Birthday (Mon)</td>
<td>February 8, 2016</td>
</tr>
<tr>
<td>Washington’s Birthday (Mon)</td>
<td>February 15, 2016</td>
</tr>
<tr>
<td>Spring Recess (5 days following Easter Sunday, April 5)</td>
<td>March 28-April 1, 2016</td>
</tr>
<tr>
<td>Memorial Day (Mon)</td>
<td>May 30, 2016</td>
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</tbody>
</table>

Instructional Staff

<table>
<thead>
<tr>
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<th>Date</th>
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</thead>
<tbody>
<tr>
<td>July 3, 2015</td>
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</tr>
<tr>
<td>September 7, 2015</td>
<td></td>
</tr>
<tr>
<td>November 11, 2015</td>
<td></td>
</tr>
<tr>
<td>November 23-27, 2015</td>
<td></td>
</tr>
<tr>
<td>January 18, 2016</td>
<td></td>
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<tr>
<td>February 8, 2016</td>
<td></td>
</tr>
<tr>
<td>February 15, 2016</td>
<td></td>
</tr>
<tr>
<td>March 28-April 1, 2016</td>
<td></td>
</tr>
<tr>
<td>May 30, 2016</td>
<td></td>
</tr>
</tbody>
</table>

NUMBER OF DAYS SCHOOL WILL BE IN SESSION

<table>
<thead>
<tr>
<th>Calendar Months</th>
<th>School Months</th>
<th>Days Taught</th>
<th>Legal</th>
<th>Local</th>
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<td>1</td>
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<td>September 28 – October 23</td>
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<td>October</td>
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<tr>
<td>November</td>
<td>November 23 – January 1</td>
<td>15</td>
<td>3</td>
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<tr>
<td>May</td>
<td>May 30 – June 10</td>
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<td>June</td>
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Quarters

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<th>Dates</th>
<th>Days</th>
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</thead>
<tbody>
<tr>
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<td>August 27, 2015 – October 23, 2015 (9 wks)</td>
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<td>2</td>
<td>October 26, 2015 – January 22, 2016 (10 wks)</td>
<td>48</td>
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<tr>
<td>3</td>
<td>January 25, 2016 – March 25, 2016 (9 wks)</td>
<td>42</td>
</tr>
<tr>
<td>4</td>
<td>March 28, 2016 – June 10, 2016 (10 wks)</td>
<td>49</td>
</tr>
</tbody>
</table>

*Staff Development Day – Student Free

Approved by Board of Trustees 4/8/14
HUNTINGTON BEACH UNION HIGH SCHOOL CALENDAR
SCHOOL CALENDAR 2016 - 2017

FIRST DAY NEW INSTRUCTIONAL STAFF (Fri)……………….. AUGUST 26, 2016
FIRST DAY RETURNING INSTRUCTIONAL STAFF (Mon)……………….. AUGUST 29, 2016
1st/2nd STAFF DEVELOPMENT DAYS – STUDENT FREE (Mon/Tues)……. AUGUST 29/30, 2016
FIRST DAY OF INSTRUCTION (Wed)………………………. AUGUST 31, 2016
LAST DAY OF FIRST SEMESTER (Fri)………………………. JANUARY 27, 2017
3rd STAFF DEVELOPMENT DAY – STUDENT FREE (Mon)……………. JANUARY 30, 2017
FIRST DAY OF INSTRUCTION – SECOND SEMESTER (Tues)……………. JANUARY 31, 2017
LAST DAY OF INSTRUCTION (Fri)……………………….. JUNE 16, 2017
LAST DAY FOR INSTRUCTIONAL STAFF (Fri)…………… JUNE 16, 2017

SCHOOL/EMPLOYEE HOLIDAYS

Legal/Local Holidays                  Instructional Staff
Independence Day (Mon) July 4, 2016
Labor Day (Mon) September 5, 2016
Veterans Day (Fri) November 11, 2016
Thanksgiving Recess (5 days) November 21-25, 2016
Winter Recess (11 days) December 19, 2016 – January 2, 2017
Dr. Martin Luther King, Jr. Day (Mon) January 16, 2017
Lincoln Day (Mon) February 13, 2017
Washington Day (Mon) February 20, 2017
Spring Recess (5 days following) April 17-21, 2017
Easter Sunday, April 16
Memorial Day (Mon) May 29, 2017

NUMBER OF DAYS SCHOOL WILL BE IN SESSION

<table>
<thead>
<tr>
<th>Calendar Months</th>
<th>School Months</th>
<th>Days Taught</th>
<th>Legal Holidays</th>
<th>Local Holidays</th>
</tr>
</thead>
</table>
| August          | August 31 – September 23 | 17 | 1 | 0* *
| September       | September 26 – October 21 | 20 | 0 | 0
| October         | October 24 – November 18 | 19 | 1 | 0
| November        | November 21 – January 6 | 19 | 3 | 13
| December        | January 9 – February 3 | 18 | 1 | 0*
| January         | February 6 – March 3 | 18 | 2 | 0
| February        | March 6 – March 31 | 20 | 0 | 0
| March           | April 3 – April 28 | 15 | 0 | 5
| April           | May 1 – May 26 | 20 | 0 | 0
| May             | May 29 – June 16 | 14 | 1 | 0
| June            | 180          | 9 | 18 |       |

Quarters
1. August 31, 2016 – October 28, 2016 (9 wks) 42 *Staff Development Day – Student Free
2. October 31, 2016 – January 27, 2017 (10 wks) 47
3. January 30, 2017 – March 31, 2017 (9 wks) 42

Board approved 12-8-15
ACADEMY FOR PERFORMING ARTS

A. Until otherwise agreed, the 93-94 MOU will be in effect subject to the District funding being limited to 62 units.

B. Teachers in the APA program can agree to waive their contractual right to a daily conference period and classes assigned during the HBHS normal work day. APA teachers must follow the procedures of Article X.A.3 to waive their daily conference period. Any bell schedule voted on by APA may not violate the 7-1/2 hour work day except as provided in Article X.A.3.

C. APA block schedule must be added to the MOU for bell schedules.

D. Annually, the HBHS department coordinators must be informed of the financial impact APA has on the site budget.

E. Only APA designated classes shall be scheduled outside the regular HBHS work day (periods zero through seven).

F. Provide an annual Bell Schedule which includes hours, class, teacher, and room assignments
ARTICLE II: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Resolution No. 27 dated May 5, 1976 as noted below.

1. Teachers, Regular
2. Media Specialists
3. Nurses
4. Athletic Coordinators
5. GATE Coordinators
6. Master Teachers
7. Traffic and Safety Education Campus Coordinators
8. Department Coordinators
9. Community Day School
10. Special Education Teachers
   a) Adaptive PE
   b) Autism
   c) Emotional Disturbance
   d) Moderate-Severe
   e) Speech/Language Specialist
   f) Visually Impaired

Article II: Recognition
DEA/District Tentative Agreement 2015-2016

We will educate, prepare, and inspire our students to change the world.
d) Mobility/Orientation
   e) Mild-Moderate

a) Adaptive-PE
b) Autistic
c) Community Handicapped
d) Hearing-Impaired
e) Hearing-Itinerant
f) LH
g) Mobility/Orientation
h) Multi-Handicapped
i) OHI

11. Special Program Teachers
   a) Core
   b) English as a Second Language
c) Facilitator/Specialist
d) Resource Specialists ROP/ Special Programs
e) Title I Coordinators
f) Contract ROP Teachers
   a) Bilingual
   b) Core
c) English as Second Language
d) Facilitator/Specialist
e) GATE
   f) Mentor Teacher
   j) Orthopedically Handicapped
   k) Resource Specialist
   l) SED
   m) Speech/Language Specialist
   n) TFI
   o) Visually Handicapped
   p) Visually Handicapped Itinerant
   q) Vocational Teacher for Special Education
   g) APA Facilitator
   h) IB Coordinator
   i) MERITS Coordinator
   j) District Educational Technology Coordinator
   k) Facilitator
   j) DATE Project Supervisor
   k) Contract ROP Teachers
   l) APA Facilitator
   m) IB Coordinator
   n) MERITS Coordinator
   o) District Educational Technology Coordinator
APPENDIX G: TENTATIVE AGREEMENT, March 16, 2016

12. Adult/Alternative School Teachers (15 or more hrs/wk)
   a) Diploma/Learning Center & Independent Study
   b) English as a Second Language
   c) Health and Safety
   d) Learning Center
   e) Older Adults
   f) Parent Education

13. Contract Substitutes

14. Temporary Contract Teachers

15. Home Teachers (15 or more hrs/wk)

It is mutually understood that the Huntington Beach Union High School District and the
District Educators Association agree that in light of the voluntary recognition granted on May
5, 1976, neither party will seek a unit clarification or unit amendment with the Educational
Employment Relations Board, except for new positions that might be created in the future
and about which mutual agreement for unit inclusion cannot be reached.

Eric Brothwell 7/16/2016
DEA Co-Negotiating Chair

Carolee Ogata, Ed.D. 3/16/16
Deputy Superintendent – Human Resources

Don Hume 3/16/16
DEA Co-Negotiating Chair

Article II: Recognition
DEA/District Tentative Agreement 2015-2016
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
& the HBUHSD District Educators Association

TENTATIVE AGREEMENT

March 16, 2016

ARTICLE X: WORK DAY

A. FIVE PERIOD ASSIGNMENT

The work day for teachers shall not be more than 7-1/2 hours per day inclusive of a not less than thirty-minute, duty-free lunch period except when:

1. (Maintain current contract language)
2. (Maintain current contract language)
3. BELL SCHEDULES (Refer to Appendix M): Effective July 1, 2017,

   a. Bell Schedule Process Committee:

      i. Each site will create a Bell Schedule Process Committee consisting of the DEA Building Chair, DEA Site Rep(s), Site Administrator(s), and other interested DEA members at the site.

      ii. The Bell Schedule Process Committee shall be co-chaired by one (1) DEA Building Chair or Site Representative and one (1) School Site Administrator.

      iii. The Bell Schedule Process Committee shall develop the specific processes at each site that shall be followed in the steps below, and shall produce a list of the types of bell schedules that are

Article X: Work Day
DEA/District Tentative Agreement 2015-2016

We will educate, prepare, and inspire our students to change the world.
needed at each site (e.g. regular day, minimum day, assembly, late start, early release, disaster drill, etc.). In addition, this Committee shall establish the calendar for unit member bell schedule voting based on the guidelines below. Each school's bell schedules must be submitted annually to the Business-Fiscal Services and Educational Services offices by June 1.

b. The Bell Schedule Committee

i. The Bell Schedule Process Committee is distinct from the Bell Schedule Committee.

ii. Each site will create a Bell Schedule Committee consisting of Site Administrator(s), DEA Site Rep(s) and other interested DEA members at the site. Nothing prevents a Bell Schedule Process Committee member from serving on both of these committees.

iii. The Bell Schedule Committee is responsible for producing the bell schedules (i.e. specific start and end times of the school day, minutes for each class period, and passing periods) in accordance with legally required instructional minutes per CA Education Code.

iv. On or before the last work day (LWD) before winter break of every fourth school year beginning with the 2017-18 school year (i.e. 2017-18, 2021-22, 2025-26), a survey of all members at each site will be conducted by a DEA Building Chair or his/her designee. This survey will decide if the Bell Schedule Committee should consider block schedules or only traditional schedules.
1. If the results indicate 50% +1 of the responses demonstrate an interest in considering block schedules, the process continues according to Section A.3.d. below. (Refer to Appendix M Bell Schedule Flow Chart).

2. If the results indicate less than 50% +1 of the responses demonstrate an interest in considering block schedules, the process continues according to Section A.3.e. below (Refer to Appendix M Bell Schedule Flow Chart).

c. Definitions

i. For purposes of this section, a block schedule shall be defined as any schedule where teachers do not have a conference period every day.

ii. For purposes of this section, a traditional schedule shall be defined as any schedule where teachers have a conference period every day.

d. If a site is considering block options:

i. On or before the LWD in February of the process school year, the Bell Schedule Committee will research and prepare block-schedule options and at least one traditional schedule option. The Bell Schedule Committee shall produce complete sets of bell schedules as defined by the Bell Schedule Process Committee (Refer to Section A.3.a. above). These options shall be published to the staff no later than the LWD of February. The current bell schedule in use at the site must be one of the bell schedule options.
ii. **On or before the LWD in March of the process school year,** the Bell Schedule Process Committee will develop an inclusive process (e.g. spend a dot, electronic voting, ballot voting, informal voting, etc.) to narrow the bell schedule options to two. All DEA site members shall have the opportunity to participate in the process. This shall result in one block schedule option and one traditional schedule option to appear on the official ballot for the May vote (Refer to Section A.3.d.iii below).

iii. **On or before May 1\textsuperscript{st} of the process school year,** the site will hold a vote of the membership conducted by the DEA Building Chair or his/her designee in accordance with the Association by-laws to choose a bell schedule using the official ballot determined by the results of the March process and shall only include one block option and one traditional option. The bell schedules shall appear on the May ballot.

1. For the block schedule option to prevail, it must receive 2/3 of the votes cast. A vote for the block option shall be considered a vote to waive the contractual conference period for the duration of the implemented bell schedule.

2. If the block option does not receive 2/3 of the votes cast, the traditional option will prevail.

iv. **The prevailing schedule shall be in effect for the following four school years.**

1. At the end of the first year of implementation, the DEA vote will include a question on the DEA May ballot to
trigger an early start of the bell schedule process (Section A.3). Towards the end of this year, DEA members and/or school administration at the site may begin a conversation about the effectiveness of the current bell schedule and whether or not the site should begin the bell schedule process (Section A.3.) in year two for a schedule to be implemented in years three and four of the four year cycle. For the trigger to prevail, at least 75% of DEA members at a site must cast a ballot. Of the ballots cast, 2/3 must indicate a desire to trigger the bell schedule process (Section A.3).

2. Bell schedules implemented via the trigger process shall only be in effect for the remaining two school years of the four-year cycle.

e. If a site is not considering block options:

i. On or before the LWD of February of the process school year, the Bell Schedule Committee will research and prepare traditional schedule options. The Bell Schedule Committee shall produce a complete set of bell schedules as defined by the Bell Schedule Process Committee (Refer to Section A. 3. a. above). These options shall be published to the staff no later than the LWD of February. The current bell schedule in use at the site must be one of the bell schedule options.

ii. On or before the LWD in March of the process school year, the Bell Schedule Process Committee will develop an inclusive process (e.g. spend a dot, electronic voting, ballot voting.
informal voting, etc.) to narrow the bell schedule options to two. All DEA site members shall have the opportunity to participate in the process. This shall result in two traditional schedule options to appear on the official ballot for the May vote (Refer to Section A.3.e.iii. below).

iii. On or before May 1st of the process school year, the site will hold a vote of the membership conducted by the DEA Building Chair or his/her designee in accordance with the Association by-laws to choose a bell schedule using the official ballot determined by the results of the March process and shall only include two traditional options. The bell schedules shall appear on the ballot. For a bell schedule to prevail it must receive 50% +1 of the votes cast.

1. In every case where the May ballot includes a block schedule option the threshold for the block schedule to prevail is two-thirds (2/3) of the votes cast. A vote for the block option shall be considered a vote to waive the contractual conference period for the duration of the implemented bell schedule, unless the process is triggered early in accordance to Section A.3.e.iv.1.

iv. The prevailing schedule shall be in effect for the following four school years.

1. At the end of the first year of implementation, the DEA vote will include a question on the DEA May ballot to trigger an early start of the bell schedule process (Section A.3). Towards the end of this year, DEA members and/or
school administration at the site may begin a conversation about the effectiveness of the current bell schedule and whether or not the site should begin the bell schedule process (Section A.3.) in year two for a schedule to be implemented in years three and four of the four year cycle. For the trigger to prevail, at least 75% of DEA members at a site must cast a ballot. Of the ballots cast, 2/3 must indicate a desire to trigger the bell schedule process (Section A.3).

2. Bell schedules implemented via the trigger process shall only be in effect for the remaining two school years of the four-year cycle.

f. Any irregular bell schedule to accommodate a foreseeable special circumstance, for example, mandatory standardized testing, shall adhere to the process prescribed by the Bell Schedule Process Committee (Refer to Section A. 3. a. above). The district and/or school site reserves the right to modify bell schedules during a natural disaster (i.e. heat wave, earthquake) and/or emergency situations where student and staff safety may reasonably be considered compromised. On the rare occasion that an unforeseen and/or unique circumstance arises (e.g. special guest), the Site Administrator shall consult with the DEA Building Chair and/or Site Rep(s) before any bell schedule changes are finalized.

a. Unit members at any site considering a block schedule in accordance with established Association policies vote by May 1 to waive their daily conference period in the process of implementing an agreed upon block
bell schedule. A block and a traditional bell schedule shall be part of the ballot. Such block bell schedule may extend, by no more than 10 minutes, the 7-1/2 hour work day for unit members who voluntarily accept a zero or seventh period teaching assignment. To approve the waiver of a daily conference period, the results must be two-thirds of those who voted. Only the voter approved bell schedule shall be implemented at the school site the following school year. The voter approved bell schedule shall remain in effect for two years.

(1) During the period of August 15 to January 31 of a school year ending in an even numbered year, a decision will be collaboratively decided by the site administrator and department coordinators for made by the elected DEA Building Chair and DEA Site Representatives from the site specifically for the process or processes to produce bell schedules upon which the members will vote.

(2) The process to meet the requirements of this article may include standing committees at the site (e.g. Department Coordinators), specially purposed committees (e.g. a Bell Schedule Committee), or any other process that includes meaningful unit member input. This agreement will also include a process to produce a calendar for the application of the bell schedules for each upcoming academic year (i.e. the calendaring decisions can be made at a later time, but the process for developing the calendar must be decided on by the DEA Building Chair and DEA Site Representatives. The process shall meet the following deadlines:

i. In March: March 15: Produce all bell schedules to be considered in the even numbered year voting cycle and distribute all options

Article X: Work Day
DEA/District Tentative Agreement 2015-2016
to the members electronically. Options should be complete sets of bell schedules that include any special bell schedules that are regularly employed at the site (i.e. Planning Day schedule, Assembly schedule, Minimum Day schedule, Regular Day schedule, etc.).

ii. In April: April 15: Narrow the bell schedule choices to two (2). If one of the two choices is a block schedule (or variant where not all classes meet daily), then the other choice must be a traditional schedule (where all classes meet daily). Potential block-type schedules may extend, by no more than 10 minutes, the 7-1/2 hour work day for unit members who voluntarily accept a zero or seventh-period assignment.

iii. In May: May 1: Association members at each site vote on the two (2) bell schedule options. Only the prevailing bell schedule will be implemented at the school site the following year. The prevailing bell schedule shall remain in effect for two (2) years.

b. Unit members at any NON-block schedule site. In accordance with established Association policies, members will vote by May 1 in May to implement the following school year’s bell schedule. All potential bell schedules will be part of the ballot. To approve a traditional bell schedule, the results must be fifty percent plus one of those who voted. In the event of a tie, the default will be the previous school year bell schedule. Only the voter approved bell schedule shall be implemented at the school site the following school year. The voter approved bell scheduled shall remain in effect for two years. (The process to be followed shall be the same as in Section A.3.a.ii thru A.3.a.iii)
e. During the course of a school year, if a special bell schedule is required for the implementation of a special program or any other reason (i.e. Every 15 Minutes, SBAC testing, PSAT testing, etc.), a process for developing said special schedule(s) shall be mutually agreed upon by the DEA Building Chair and DEA Site Reps. The special schedule does not need to be voter approved, but must be the product of the mutually agreed upon process of development.

4. (Maintain Current Contract Language)

5. Conference Periods are teacher-directed time and part of the contractual duty day for the unit member to complete his/her professional duties and responsibilities (e.g. annual IPP meeting with site administrator). The employee shall be required to be on duty for a school or district related purpose. On rare occasions and a maximum of once per semester, the Conference Period may be used by Administration to provide voluntary/optional meeting times (i.e. period by period). No teacher shall be required to perform any duty or substitute for any other teacher during this period. Should the teacher volunteer for such duty, the teacher shall be remunerated as specified in Article X Section B. "Teacher-directed" does not preclude the Site Administrator, in the event of rare unforeseen and/or unique circumstances, after meeting and consulting with the DEA Building Chair and/or Site Rep(s), from scheduling an additional period by period meeting and/or training.

B. (Maintain Current Contract Language)

C. (Maintain Current Contract Language)

D. (Maintain Current Contract Language)

E. (Maintain Current Contract Language)

Artide X: Work Day
DEA/District Tentative Agreement 2015-2016
APPENDIX G: TENTATIVE AGREEMENT, March 16, 2016

Article X: Work Day
DEA/District Tentative Agreement 2015-2016
TENTATIVE AGREEMENT

March 16, 2016

Article XVII Class Size

A. (Section in Impasse)
B. (Section in Impasse)
C. (Section in Impasse)
D. (Section in Impasse)
E. (Maintain Current Contract Language)
F. (Maintain Current Contract Language)
G. (Maintain Current Contract Language)
H. (Maintain Current Contract Language)
I. (Maintain Current Contract Language)
J. (Maintain Current Contract Language)
K. (Maintain Current Contract Language)
L. Combination Classes are defined as two or more course codes in the same period assigned to one teacher excluding student aides, lab specialists and/or peer tutors. Combination classes shall only be permitted if approved by following the process in accordance with Appendix H.

Eric Brothwell Date 3/16/16
DEA Co-Negotiating Chair

Don Hume Date 3/16/16
DEA Co-Negotiating Chair

Carolee Ogata, Ed.D. Date 3/16/16
Deputy Superintendent – Human Resources

We will educate, prepare, and inspire our students to change the world.
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
& the HBUHSD District Educators Association

March 16, 2016

ARTICLE XXX: SUMMER SCHOOL

A. EMPLOYMENT - INSTRUCTIONAL STAFF

All classes taught during the summer months, excluding the statutorily required Extended School Year for Students with Special Needs Article XXXI, will be considered summer school and subject to the same conditions and rules established for normal summer school classes. Changes in start dates different from those in the following article can only be changed by mutual agreement of the District and the Association. On or before the first day of May, the District and the Association Negotiations Chair shall discuss and mutually agree to the start date of any summer session(s). Should it be financially feasible, a second summer session shall occur by mutual agreement. All classes taught during the summer session must be assigned either to one of the existing departments or to a designation of “non-departmental.”

1. Teachers shall be assigned on a rotational basis.

2. If the District reduces the number of summer school sites, the open sites must be rotated to all campuses on an equal basis. All other provisions for eligibility under this article shall hold.
3. Those employees who are assigned the majority of their work day at a given school site during the regular school year shall be given priority to teach summer school when summer school is held at their site.

4. Teacher assignment shall give first priority to permanent status persons. Second priority shall be given to permanent status teachers who are on special assignment. Third priority shall be given to teachers who are probationary.

5.4. All teachers shall be placed on a priority list by individual school in the department in which they are presently teaching the majority of their assignment. There shall be a similar list for Reading. If there is no clear majority assignment in subject areas normally taught during Summer School, placement on the priority list will be determined as follows:

   a. Placement shall be in the area of majority assignment for the following regular year, if known.
   
   b. If the following year majority assignment is unknown, placement shall be in one of the subject areas presently being taught by that individual as determined by the individual and the Summer School Principal.

   c. Beginning with 2006-07, the Professional Improvement Committee (PIC) shall develop criteria for placement on the Summer School priority list for the following:

      (1) Classes that do not fall under an individual department, and;
      
      (2) For teachers who do not have a majority assignment in any department, and;
      
      (3) For those teachers who have a majority of their assignment in an area that does not offer summer school classes.

      The criteria must meet state credentialing requirements.
In the case of teachers of Opportunity classes, such teachers will be given the option of selecting, at the time of application, placement on either the Special Education list (to include teachers of Opportunity, Learning Handicapped, Severely Handicapped, Multi-Handicapped classes, etc.) or in those subject matter areas in which such teachers had taught the majority of their assignments immediately prior to their assignment to the Opportunity Program. Valley Vista High School shall have their own summer school priority lists. Special Education list, all other subject list. Valley Vista summer school priority lists will be effective beginning with the 2002 Summer School.

6.5 Teachers will teach in the department of their current majority assignment in the subjects in which they are credentialed and have recently demonstrated competency. In the event a teacher has no majority in any particular assignment which is included in the Summer School Priority list, then placement on the list for this teacher shall be determined by the credential held and the greatest number of years of experience in that subject area.

a. In the event a teacher does not have the majority of their assignment in a department represented on the Summer School priority list, placement on the list will be determined by the credential(s) held by the unit member.

b. Assignment to specialized transition courses, taught during Summer School affecting students who are identified as At-Risk, shall be determined by the site administrator after all the teachers at the site have had the opportunity to apply for these positions.

Summer School teaching will require the same credential and certification as required during the regular school year.
7.6. Whenever the majority of a teacher's assignment is changed to a different department and this change is for more than one-half of the school year, that teacher shall be placed into two classifications: (1) his/her original classification, in that department in which he/she had the majority of his/her teaching assignment before the change to a different department, and (2) a new classification for the department in which he/she now teaches the majority of his/her assignment. The placement into both classifications will occur after rotation of the priority list. If this reassignment is one-half year or less, the placement into both classifications shall be dependent upon whether or not that teacher's majority assignment will continue in that new department for the next school year. In such cases, placement on the priority lists of both departments shall be in the same relative positions held on the original department list based on the proportion or percentage of people who were above him/her in the original department priority classification. Placement in both classifications shall remain in effect until the teacher opts to teach Summer School. After teaching Summer School, the teacher's name shall be removed from his/her original classification; and his/her name shall be rotated in the normal manner on the priority classification list for the new department.

8. a. Teachers holding temporary replacement contracts shall be assigned District priority list position numbers. If the teacher employed on the temporary contract should be subsequently re-employed, the re-employment shall automatically place the individual at the appropriate position on the site priority list but shall in no way affect any previous Summer School assignments approved by the Summer School Principal to persons below them in priority.
b. Teachers involved in a current RIF or RIF'd teachers employed on a temporary contract shall be assigned priority list position numbers as though they had not been RIF'd. Issuance of a Summer School contract to those individuals shall not be predicated on notification of reemployment for the subsequent school year.

9.7. For the sake of continuity, prospective Summer School personnel shall be ineligible for any assignment which would be interrupted by military or any other foreseeable obligation for a period of time equal to more than one-sixth of that assignment. Acceptance of a Summer School assignment shall signify that no such obligation exists.

Summer School, at the formal written request of both teachers, may be assigned in a shared format between two teachers with administrative approval. Each teaching team shall submit course expectations to include grading and discipline policies that shall be consistently followed throughout the entire summer school session. Compensation shall be on a pro-rata basis and each teacher shall move to the bottom of their respective summer school rotation.

10.8. Based on a conservative projected enrollment, every reasonable effort will be made to provide full-term contracts for Summer School on or before June 1. Full-term shall refer to that number of weeks for which a particular Summer School class is scheduled.

11.9. Teacher will have three (3) school days from the offer of an assignment to accept or decline said assignment. Anyone accepting such full-term contracts will be held to a firm commitment to complete the Summer School to which assigned. If the assignment is subsequently declined after the last day of the next to the last week of the regular school year, the teacher will
be rotated on the Summer School priority list as though the contractual agreement had been completed. This paragraph would be waived for medical emergencies, *extenuating circumstances*.

**12.10.** In cases where full-term contracts cannot be provided because of uncertainty of student enrollment, contingency contracts will be issued for the beginning of each Summer School as follows:

a. 1-week session 1-day contingency contract
b. 2-3 week sessions 2-day contingency contract
c. 4-12 week sessions 3-day contingency contract
d. Those teachers who teach one day beyond the above stated contingency contracts will be awarded full-term contracts for that particular session.

**13.11.** The needs of students and program shall be the determining factor in the assignment of teachers to Summer School classes; however, the Summer School Principal will seek to provide teachers a full-day assignment whenever possible.

**14.12.** Completion of any Summer School assignment, or any part of such assignment, except substitution, beyond 3-week contracts shall be considered completion of a full-term assignment and shall result in rotation of priority classification. This language shall also apply to teachers involved in "pilot" or "new" courses beginning the summer school of 1998.

**15.13.** Summer School substitutes shall be selected from both the District regular full-time teaching staff and District substitute staff. However, priority will be given, whenever possible, to regular full-time teachers when making substitute assignments.

B. **ESTABLISHMENT OF PRIORITY LIST**
1. All teachers, including those on Board approved leaves, shall be placed on the District departmental priority list, their priority rankings to be determined by seniority based upon their initial date of employment in the District. The initial priority rankings of teachers of equal seniority shall be established by lot during the year of their initial employment. The single exception to this rule applies to those teachers who were employed at the time of implementation of the 1970 Summer School Teacher Selection and Employment Policy. These teachers shall retain their respective ranking based upon the priority established at that time. The District priority list shall then be separated into individual school lists from which assignments shall be made.

2. Priority rankings shall be in groups, as follows:

   a. Group 1. All permanent status teachers, who will have completed three or more years of classroom teaching prior to the first day of any Summer School and are under contract to be re-employed. Priority classification for teachers of equal seniority are as follows:

   (1) Priority Classification #1: Permanent status teachers who did not teach Summer School the last three years.

   (2) Priority Classification #2: Permanent status teachers who did not teach Summer School the last two years.

   (3) Priority Classification #3: Permanent status teachers who did not teach Summer School the last year. A permanent status non-teaching staff member currently reassigned as a teacher shall be included in this classification.

   (4) Priority Classification #4:

   (a) Permanent status teachers who did teach Summer School last year.
(b) Permanent status teachers who are on special assignment not assigned to the classroom.

b. Group II — Second-year teachers, i.e., teachers who will have completed two or more years of classroom teaching prior to the first day of any Summer School and are under contract to be re-employed.

(1) Priority Classification #5: Second-year teachers who have not yet taught Summer School.

(2) Priority Classification #6: Second-year teachers who taught Summer School the previous year.

c. Group III — First-year teachers, i.e., teachers who will have completed their first year of classroom teaching, or less, prior to the first day of any Summer School and are under contract to be re-employed.

(1) Priority Classification #7: First-year teachers having their first duty day in September as specified in the annual school calendar, rankings established by lot.

(2) Priority Classification #8: First-year teachers employed subsequent to the first duty day in September as specified in the annual school calendar, rankings established by lot.

d. Group IV — Teachers who began their employment with a Summer School assignment immediately prior to the beginning of their first regular (September to June) year.

(1) Priority Classification #9: Teachers initiating their employment in the District with a Summer School assignment.

C. ANNUAL PRIORITY LIST ROTATION

1. No later than the first day of May of each school year, each teacher will be contacted to opt in or out of teaching Summer School for that year. Those who opt out of teaching Summer School will maintain their priority on the
Summer School priority list the following year. Those who opt in will be placed on the rotation list for the current year based upon their position on the priority list.

2. Applications to teach Summer School from regular bargaining unit members will be accepted at the local school no later than 4:30 p.m. the second Friday of May.
   a. All applicants who opt in for teaching assignments after the second Friday in May deadline will be placed at the bottom of each respective school’s Summer School rotation list after the first year teachers.

3. Priority list rotation shall be accomplished immediately following the end of each Summer School. Rotation shall be as follows:
   a. After completion of summer assignments, teachers’ names shall be placed at the bottom of their group according to their initial rank.
   b. Teachers completing their second year of teaching in this District shall be ranked according to seniority immediately below the list of permanent status teachers selected for Summer School the prior year.
   c. Example: This ranking should be as follows:

<table>
<thead>
<tr>
<th>Taught</th>
<th>Not Taught</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to top of 4</td>
<td>1 in 1</td>
</tr>
<tr>
<td>2 to top of 4</td>
<td>2 to 1</td>
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<tr>
<td>3 to top of 4</td>
<td>5 to 1</td>
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<td>4 remain in 4</td>
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<tr>
<td>6 to bottom of 4</td>
<td>4 to 3</td>
</tr>
<tr>
<td>7 to bottom of 6</td>
<td>6 to 3</td>
</tr>
</tbody>
</table>

Article XXX: Summer School
DEA/District Tentative Agreement 2015-2016
4. Teachers’ names shall not advance in priority ranking for that period during which they are on Board approved leaves of absence or on special assignment for three or more periods for the equivalent of one semester or more (with the exception of sabbatical leaves).

5. New courses, officially approved for Summer School by Instructional Council, may be taught by the teacher who initiated and developed the course even though that teacher may not otherwise qualify for an assignment under this Rule. The only provision is that the teacher has taught under contract for at least one semester during the school year preceding that Summer School, and that the teacher may not exercise this new course option for more than two consecutive Summer Schools. Teaching under this provision does not preclude rotation of priority classification.

6. Depletion of a school’s departmental priority list shall result in an opening being filled in the following manner:
   a. The opening shall be filled according to the District priority list.
   b. The Certificated Human Resources Office shall contact each of the other schools to determine the next eligible teacher at each school on the particular department priority list.
   c. The Certificated Human Resources Office, using the District priority list, shall determine which of these teachers is next in priority. This person shall be offered the assignment. Should he/she decline the assignment, each remaining teacher in priority order shall be offered the assignment.
d. In the event the opening cannot be filled from the District priority list, the opening may be filled from other available sources, such as teachers on other department priority lists, or non-district certificated District non-instructional personnel, or persons not employed by the District. Selection in such cases shall be the responsibility of the Summer School Principal.

e. In the case of Reading teachers, only those who are qualified by having completed 6 units in the teaching of Reading and having had a minimum of two quarters teaching remedial, developmental, or accelerated reading experience in the last two years on the secondary level, shall be selected before those with no experience in the teaching of reading. Selection in such cases shall be the responsibility of the Summer School Principal.

7. Applications to teach Summer School from regular bargaining unit members will be accepted at the local school up to 4:30 p.m. the third Friday of March. Subsequent to that time, all applicants for teaching assignments will be placed at the bottom of each respective school’s Summer School teaching priority list after the first-year teachers.

8.7. Disputes as to the interpretation of this Rule shall be resolved by the District Professional Improvement Committee (Article XVI: Leaves, Section F.6.b.). Nothing in this paragraph shall preclude the rights of any individual under the Education Code or the District grievance procedure.

G-D. COMPENSATION

STILL UNDER NEGOTIATIONS

3. Pay for July 4 Holiday
Any staff member (instructional and non-instructional, administrative) whose assignment includes July 4 shall receive compensation for that holiday.

D-E. MILEAGE REIMBURSEMENT FOR SPLIT TEACHING ASSIGNMENTS

Teachers who are on a split assignment will be reimbursed for travel between schools at the established rate per mile. The District Reimbursement Form (No. 50.21) must be submitted to the District Business Office no later than the final work day of each month.

E-F. ABSENCE

All absences from Summer School except bereavement will be deducted from accumulated sick leave. Sick leave taken prior to June 30 will be charged against the year ending June 30. Sick leave taken subsequent to June 30 will be charged to the year ending the following June 30. Regularly employed staff with no accumulated sick leave and non-District personnel will have one day of Summer School/Extended Year Program pay deducted for each day of absence.

F-G. Notwithstanding any other provision of this Article, the District reserves the right at its sole discretion to determine what, if any, Summer School Programs will be offered.

G. Summer school programs under the provisions of this article shall begin on the first Tuesday following the end of the regular school year. In the event that schools have developed special programs that require summer school to be held at a different time, the schedule for these specialized classes may be modified by the District with the consent of the instructors and as long as other provisions of this summer school section are adhered to.

H. SAC EXTENDED YEAR PROGRAM

Effective with the summer of 2005, the hours and compensation of the SAC Extended Year Program will be made consistent with the summer school hours and
compensation at the comprehensive high schools. Should the number of hours of
the SAC Extended Year Program be increased beyond that at the comprehensive
high schools, the past practice of the Extended Year Program, in effect in the 2002-
2003 school year, will be reinstated.

Eric Brothwell  
DEA Co-Negotiating Chair

Carolee Ogata, Ed.D.  
Deputy Superintendent - Human Resources

Don Hume  
DEA Co-Negotiating Chair
Entire Article to be Deleted

ARTICLE XXXIV: PROFESSIONAL GROWTH ARTICLE

A. PROFESSIONAL GROWTH ACTIVITIES

1. The employee to whom this article applies shall develop an individual program of professional growth in activities which contribute to his/her performance, competence, effectiveness or professional standing in education. This program is to be completed within the timelines specified by law and consistent with the professional growth requirements specified in Education Code Sections 44277-44279 and Administrative Code, Title V, Sections 80550-80565.

2. Acceptable activities shall include, but not be limited to, the following:

   a. Courses from a regionally-accredited university or college.

   b. Participation in professional conferences, workshops, teachers' center programs, or staff development programs.

   c. Participation in activities that contribute to improvement of the school or school District including curriculum development and service on advisory boards or education-related committees.

   d. Participation in a leadership role in a professional organization.

Article XXXIV: Professional Growth
DEA/District Tentative Agreement 2015-2016

We will educate, prepare, and inspire our students to change the world.
APPENDIX G: TENTATIVE AGREEMENT, March 16, 2016

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e. Service as a mentor teacher pursuant to Education Code Section 44496.

f. Participation in systematic programs of observation and analysis of teaching.

g. Participation in educational research and innovation including publication in professional journals, travel directly related to the teaching assignment, and participation as an exchange teacher.

h. Coursework acceptable for advancement on the salary schedule under Appendix A of this contract may also be used as creditable hours for the professional growth plan.

B. ADVISORS

1. Before September 1 of each year, the District shall develop a list of approved Professional Growth Advisors (herein advisors). The list shall include advisors at each school site and consist of certificated administrators. College professors from accredited institutions or unit members shall be added to the list if requested by the credential holder and if approved by the Certificated Human Resources Office.

2. Before September 15 of each year, the District will supply each credential holder the list of advisors, their working location, and information about each advisor’s current assignments and fields of expertise and interest.

3. The District shall provide the credential holder information about professional activities that are available locally including, but not limited to, opportunities at county offices, TEC centers, and teachers’ centers.

4. Conferences between an advisor and credential holder shall occur during the credential holder’s working day. Said conferences shall incur no cost to the District. Other times can be arranged only by mutual consent.

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Article XXXIV: Professional Growth
DEA/District Tentative Agreement 2015-2016
C. INSERVICE

1. The Association and the District shall provide a joint inservice for credential holders during the contract year pre-school meetings to explain the implementation of the professional growth provisions of Education Code Sections 44277-44279. Credential holders hired subsequent to the inservice or unable to attend the inservice will be provided the information by the Certificated Human Resources Office.

D. PROCEDURES

1. A credential holder shall develop the professional growth plan and/or revisions thereto. If the advisor cannot certify an initial plan or modification thereto, within ten (10) days, the advisor shall notify the credential holder of the reasons in writing.

2. Periodic review meetings will be held during the school year to discuss the credential holder’s progress relative to the professional growth plan.

3. Upon completion of the year's activities, the employee shall submit to his/her advisor a form which contains the following information: type of activity, dates of activity, and the number of clock hours spent on the activity. The advisor shall verify and sign the form indicating that the employee has completed the proposed activity and submit a copy to the personnel office with a copy to the employee. This shall constitute the necessary verification that the employee has completed the number of clock hours specified on the form.

4. If the credential holder believes that his/her advisor has taken an adverse action that he/she considers unfair, arbitrary, or contrary to the terms of the Education Code, he/she may appeal the decision to the Professional
APPENDIX G: TENTATIVE AGREEMENT, March 16, 2016

Improvement Committee who will render a decision binding on both parties.

E. GENERAL PROVISIONS

1. This article applies only to those employees who were issued the first clear credential after August 31, 1985 and who have not obtained credentials that do not require these provisions.

2. The credential holder’s evaluating administrator may not act as that candidate’s advisor.

3. Nothing in the professional growth requirements or procedures thereof shall be a part of or modify the evaluation process.

4. Nothing in the professional growth requirements or procedures thereof shall be subject to the grievance process.

---

Eric Brothwell
DEA Co-Negotiating Chair
Date 3/16/2016

Don Hume
DEA Co-Negotiating Chair

Carolee Ogata, Ed.D.
Deputy Superintendent – Human Resources
Date 3/14/16

Article XXXIV: Professional Growth
DEA/District Tentative Agreement 2015-2016
TENTATIVE AGREEMENT

March 16, 2016

ARTICLE XXXVII: HYBRID-ONLINE COURSES

A. Purpose and Definitions

1. The District and the Association recognize hybrid-online instruction as a tool for student learning which presents the opportunity for expanding learning opportunities on and off campus. Therefore, the practices and provisions described in this article shall be implemented in regard to hybrid-online instruction.

2. A hybrid-online course is defined as a course in which any of the required amount of instructional time is met through a combination of online interaction and face-to-face classroom time.

   a. Hybrid-online courses shall require a minimum amount of face-to-face classroom interaction in accordance with the following:
      i. Core classes: a minimum of one (1) hour per week
      ii. Core classes taught at a Block Schedule school: a minimum of two (2) hours every two (2) weeks
      iii. Elective classes: an average of one (1) hour per week
B. **Students**

1. The administrator in charge of student scheduling at each school site shall not allow a student to be scheduled into a hybrid-online course unless the student initiates interest in the hybrid-online format by completing the orientation in section B.2. below.

2. Prior to enrollment into a student's first HBUHSD hybrid-online course, a student shall attend a Hybrid-Online Orientation held each semester at every school site offering hybrid-online courses. The orientation will be led by one of the site's hybrid-online teachers, or his/her designee.
   a. Should this orientation take place outside of the teacher's seven point five (7.5) hour workday, the teacher(s) leading the orientation will be compensated at the teacher's voluntary extra assignment pay schedule (Appendix C).
   b. The orientation may include an online student self-assessment of readiness for hybrid-online coursework to help determine if the student is well-matched to the more independent hybrid-online learning format.

3. Only students with a jointly signed Student-Parent Study Contract (See Appendix N) may enroll in hybrid-online courses. All study contracts will be filed in the Educational Services Department.

C. **Teachers**

1. **Hybrid-Online Teaching Assignments**
   a. Hybrid-online teaching assignments shall be voluntary.
   b. Hybrid-online courses shall be assigned in accordance with the following priority:

Article XXXVII: Hybrid-Online Courses
DEA/District Tentative Agreement 2015-2016
i. Full-time permanent status teachers

ii. Part-time permanent status teachers

iii. Probationary teachers

iv. Temporary teachers

c. In order to maintain quality programs and high academic standards, teachers may teach up to three (3) hybrid-online courses. Based on student need, a problem solving meeting shall occur in accordance with Appendix O to increase the number of hybrid-online sections assigned to one teacher.

d. A hybrid-online course shall count as one period of a work day as established in Article X Work Day.

2. Professional Development

a. District shall provide training opportunities for teachers to enhance the skills necessary for the success of hybrid-online courses.

3. On Campus Work Day

a. Teachers shall be on campus during the work day in accordance with Article X Work Day with the following stipulations:

i. Teachers of hybrid-online courses perform professional duties equivalent to that of other classroom teachers. To provide flexibility, these duties may be performed outside the regular contract hours so that students are able to regularly and readily contact the teacher, provided that the total number of hours per day a teacher is on-duty does not violate the contractual seven and one-half work hours per day (see Article X Work Day, Section A). This daily flexibility is at the sole discretion of the teacher.
II. The teacher will be expected to be on campus to meet the face-to-face teaching requirement set forth in A.2.a. The time(s) and day(s) of the face-to-face component will be scheduled solely by the teacher to accommodate as much as possible student needs.

4. Proprietary Rights
   a. The District shall not share any teacher-produced content for hybrid-online courses with any person, district, or other entity for any reason without written permission except in the case of a rare unforeseen circumstance such as a medical emergency.

D. Class Size
   1. Refer to Article XVII: Class Size.

E. Learning Management System (LMS)
   1. Should the District want to change from Canvas to a different LMS, the District shall consult with District teachers, including representatives from the Association Negotiations Team.

F. Equipment and Support
   1. District shall provide technical support to teachers who teach hybrid-online courses.
   2. District shall ensure teachers of hybrid-online courses have access to a functioning computer and internet access.

G. Evaluation
   1. Refer to Article XIII: Evaluation Procedures for Teachers.

H. Courses
   1. A student shall only be enrolled in hybrid-online courses taught by teachers at his/her home school. Based on student need, a problem
solving meeting shall occur in accordance with Appendix O to create a course that allows district wide enrollment.

2. Courses to be delivered in the hybrid-online format shall be reviewed by the District department coordinators from the involved department to determine the appropriateness of the hybrid-online delivery format. Non-departmental courses shall be reviewed by the teachers in the district who teach the same face-to-face course.

3. Hybrid-online courses shall begin and end on the same days as face-to-face courses offered the same semester. The duration of hybrid-online courses, the expected daily instructional time, and number of course credits shall be consistent with the equivalent face-to-face course.

4. Hybrid-online courses will be scheduled dependent on student needs.

5. Courses taught under the authority of this article shall only be ones developed and constructed by classroom teachers employed by the Huntington Beach Union High School District. This does not preclude a teacher from including existing online resources into a course developed and constructed by that individual.

I. Hybrid-Online Evaluation

1. The District will convene a hybrid-online evaluation committee annually during second semester:

   a. The District will provide substitutes for selected representative hybrid-online instructors.

   b. The District will provide a location for the day where selective representative online teachers, and the Hybrid-Online District and Association negotiations team members can meet to evaluate the courses.
c. The hybrid-online evaluation committee will be co-chaired by District Representatives and DEA President or his/her designee.

Eric Brothwell
DEA Co-Negotiating Chair

Date
3/16/2016

Carolee Ogata, Ed.D.
Deputy Superintendent - Human Resources

Date
3/16/2016

Don Hume
DEA Co-Negotiating Chair
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
& the HBUHSD District Educators Association

TENTATIVE AGREEMENT

March 16, 2016

ARTICLE XXXI: EXTENDED SCHOOL YEAR

Effective June 15, 2017, all Special Programs teachers required by the students’ individualized Education Plans (IEP) and part of the Special Education Extended School Year (ESY) Program will be compensated at the individual teacher’s hourly per diem rate of pay.

A. On or before the first day of May, the District and the Association Negotiations Chair shall discuss and mutually agree to the start date of Extended School Year.

B. Article XXX Summer School language, except compensation and the start date of the program, shall be equitably applied to the Extended School Year.

Eric Brothwell
DEA Co-Negotiating Chair
3/16/16

Don Hume
DEA Co-Negotiating Chair
3/16/16

Carolee Ogata, Ed.D.
Deputy Superintendent – Human Resources
2/14/15

Article XXXI: Extended School Year
DEA/District Tentative Agreement 2015-2016

We will educate, prepare, and inspire our students to change the world.
APPENDIX G: TENTATIVE AGREEMENT, March 16, 2016

HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
& the HBUHSD District Educators Association

TENTATIVE AGREEMENT

March 16, 2016

ARTICLE V: ASSOCIATION RIGHTS

A. (Maintain Current Contract Language)

B. (Maintain Current Contract Language)

C. (Maintain Current Contract Language)

D. (Maintain Current Contract Language)

E. The District shall make copies of the District personnel directory available to the Association, upon written request, at cost. On or before the twentieth day of the school year, the District shall email the Association an electronic delimited file of all Bargaining Unit Members, including names, home addresses, telephone numbers, school emails, school locations, and school phone numbers.

F. (Maintain Current Contract Language)

G. (Maintain Current Contract Language)

Eric Brothwell
DEA Co-Negotiating Chair

Date

Carolee Ogata, Ed.D.
Deputy Superintendent – Human Resources

Date

Don Hume
DEA Co-Negotiating Chair

Date
APPENDIX G: TENTATIVE AGREEMENT, March 16, 2016

HUNTINGTON BEACH UNION
HIGH SCHOOL DISTRICT

& the HBUHSD District Educators Association

TENTATIVE AGREEMENT

March 16, 2016

ADDITIONAL PAY

1. (Maintain Current Contract Language)

2. Department Coordinator
   a. Each department coordinator of an academic subject area at a comprehensive
      high school, Valley Vista High School, Community Day School, Coast High
      School, and the Special Abilities Cluster in the district, shall be provided
      compensation and release time as specified in b. and c. below to attend
      Departmental Coordinator duties. Said duties shall be structured and directed
      by the building principal, consistent with the current job description for
      department coordinators. Academic subjects as used herein shall be defined
      as: English, Social Studies, Mathematics, Foreign World Languages, Science,
      and Special Education.
   b. (Maintain Current Contract Language)
   c. Compensation for expertise and recommendations (on teachers’ salary
      schedule) shall be as follows:
      
      - 1-25 sections  4.5% of Class V, Step 11
      - 26-50 sections  6.0% of Class V, Step 11
      - 51-75 sections  6.75% of Class V, Step 11

Appendix B: Additional Pay
DEA/District Tentative Agreement 2015-2016

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76 and over sections 8.25% of Class V, Step 11

**Valley Vista and Coast shall be compensated at the rate of two-point-two-five percent (2.25%) of Class V, Step 11**

(1) (Maintain Current Contract Language)
(2) (Maintain Current Contract Language)

3. (Maintain Current Contract Language)
4. (Maintain Current Contract Language)
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6. (Maintain Current Contract Language)
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10. (Maintain Current Contract Language)

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Eric Brothwell  
DEA Co-Negotiating Chair  
3/16/16

Don Hume  
DEA Co-Negotiating Chair  
3/16/16

Carolee Ogata, Ed.D.  
Deputy Superintendent – Human Resources  
3/20/16
APPENDIX C  Voluntary Extra Assignment Pay Schedule

A. REGULATION

1. (Maintain current contract language)

2. (Maintain current contract language)

3. Summer training shall be compensated at a rate of $45.00 the hourly rate of Class III, Step 5 per hour effective July 1, 2016. (2015 $337.50 for a 7.5 hour day).

4. Stipends Hourly Rate
   a. Voluntary hours outside of the work day shall be compensated at a rate of $45.00 the hourly rate of Class III, Step 5 per hour effective July 1, 2016.

   b. (Maintain Current Contract Language)

   c. (Maintain Current Contract Language)

   d. (Maintain Current Contract Language)

   e. (Maintain Current Contract Language)
f. Teachers who volunteer for Week of Welcome (WOW), Viking Voyage, S.O.S., and LINK Crew shall compensated at a rate of $45.00 the hourly rate of Class III, Step 5 per hour effective July 1, 2016.

(Maintain Current Language)

5. (Maintain Current Contract Language)
   a. (Maintain Current Contract Language)
   b. (Maintain Current Contract Language)
      (1) (Maintain Current Contract Language)
      (2) (Maintain Current Contract Language)
   c. (Maintain Current Contract Language)

B. (Maintain Current Contract Language)

C. (Maintain Current Contract Language)

---

Eric Brothwell  7/16/2016  Date
DEA Co-Negotiating Chair

Carolee Ogata, Ed.D.  7/16/2016  Date
Deputy Superintendent – Human Resources

Don Hume  3/16/16  Date
DEA Co-Negotiating Chair
ARTICLE XVII: CLASS SIZE/COMBINATION CLASSES

Problem Solving

A. The maximum student contacts per five (5) period teaching day shall not exceed 185 students/teacher/day in all academic subject areas. Academic subject areas, as referred to herein shall be defined as English, world languages, mathematics, reading, science and social science.

B. The 185 student maximum as described herein shall not be exceeded after fifteen working days following the start of the semester except as provided for in item C and shall count only students who have attended a majority of their scheduled classes on any prior day.

1. Unit members who are on a reduced/part-time/split assignment contract shall have a prorated number of students per day:
   - Contacts if teaching 2 academic classes 74
   - Contacts if teaching 3 academic classes 111
   - Contacts if teaching 4 academic classes 148
   - Contacts if teaching 5 academic classes 185
   - Contacts if teaching 6 academic classes 222

C. The student maximums as described herein may only be exceeded after agreement is reached by a group consisting of the affected teacher, site administrator, department coordinator, and Association designee.

D. The Director of Special Education will meet to problem-solve caseload and class size on a quarterly basis with District Special Education Coordinators.

E. The Association reserves the right to bargain the impact on class size reduction if implemented by the District during the term of this Agreement.

L. Combination Classes are defined as two or more course codes in the same period assigned to one teacher excluding student aides, lab specialists and/or peer tutors.

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<th>Resolution:</th>
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Article X: WORK DAY, Section A.3 BELL SCHEDULES

4 Year Cycle, effective 2017-18
Each site will create a Bell Schedule Process Committee consisting of the DEA Building Chair, DEA Site Rep(s), Site Administrator(s), and other interested DEA members at the site.

The Bell Schedule Process Committee is distinct from the Bell Schedule Process Committee.

NOTE: Last Work Day (LWD)

<table>
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<th>No later than LWD in December</th>
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<td>DEA Members are surveyed to determine type of schedule to be considered</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No later than LWD in February</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTEREST in BLOCK</td>
</tr>
<tr>
<td>Bell Schedule Committee creates options for Block and Traditional Schedules to be considered</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No later than LWD in March</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTEREST in TRADITIONAL</td>
</tr>
<tr>
<td>Bell Schedule Committee creates options for Traditional Schedules to be considered</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROCESS YEARS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18</td>
</tr>
<tr>
<td>2021-22</td>
</tr>
<tr>
<td>2025-26</td>
</tr>
<tr>
<td>2029-30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TRIGGER YEARS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
</tr>
<tr>
<td>2022-23</td>
</tr>
<tr>
<td>2026-27</td>
</tr>
<tr>
<td>2030-31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INTERIM PROCESS YEARS (if triggered):</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
</tr>
<tr>
<td>2023-24</td>
</tr>
<tr>
<td>2027-28</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By May 1st - FINAL Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/3 of Votes Cast required to approve BLOCK Schedule</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section A.3.d.iv &amp; A.3.e.iv</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prevailing schedule will be in place for four school years.</td>
</tr>
</tbody>
</table>

Appendix M: Bell Schedule Flow Chart
DEA/District Tentative Agreement 2015-2016

DEA/HBUHSD Contract
2015-2018
APPENDIX G: TENTATIVE AGREEMENT, March 16, 2016

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Student ID #</th>
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<tbody>
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<td></td>
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</tr>
<tr>
<td>Address</td>
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<td></td>
<td></td>
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<tr>
<td>Birth Date</td>
<td>Age</td>
<td>School</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Course Title</td>
<td>Duration of Course &amp; Agreement (Check One)</td>
<td>Grade</td>
</tr>
<tr>
<td></td>
<td>[☐ Fall] [☐ Spring]</td>
<td>[☐ 9th] [☐ 10th] [☐ 11th] [☐ 12th]</td>
</tr>
<tr>
<td>Student School Email Address</td>
<td>Parent/Guardian Email Address</td>
<td></td>
</tr>
</tbody>
</table>

**Initial Learning Objectives, Methods of Evaluation, and Resources:** Course objectives reflect the curriculum adopted by the Huntington Beach Union High School District’s governing board and are consistent with district standards, as outlined in the district’s course descriptions. The learning objectives, methods of evaluation, and resources for each course covered by this agreement will be described in the syllabus. Students shall be evaluated on their achievement of these objectives. *I have received a copy of the HBUHSD Board policies.* (See attached)

**Initial Assignments and Assessments:** Students enrolled in hybrid-online courses will be required to complete assignments and assessments both online using the district adopted learning management system and in person. The course teacher will establish and communicate to students the timelines for completing and submitting assignments. Additionally, the course teacher will establish a grading system based upon objective criteria and communicate the grading system to students at the beginning of each new term. Timely notification of student progress will be made consistent with the provisions of the Education Code and AR 5124. *I am initiating enrollment into a Hybrid-Online course.*

**Initial Reporting:** Students are required to meet face-to-face with their teacher a minimum of one hour per week for core classes (two hours every two weeks for Block Schedule schools), an average of one hour per week for elective classes. The course syllabus will specify in-class meeting dates and location.

**Initial Voluntary Statement:** Hybrid-online courses are an optional educational alternative that students voluntarily select. All students who choose this option have the continuing option of returning to a traditional classroom setting. *I have attended a Hybrid-Online Orientation: __________ Date*

**Initial Equitable Provision of Resources and Services:** The hybrid-online course option is to be substantially equivalent in quality and quantity to classroom instruction, and students who choose to engage in hybrid-online courses are to have equality of rights and privileges with students in the regular school program. Students enrolled in hybrid-online courses will have access to the same instructional materials and resources as students enrolled in the regular school program. *I understand that this course requires use of a computer and the internet.*

I have read and understand the terms of this agreement and agree to all the provisions set forth.

---

Print Student Name

__________________________

Student Signature

__________________________

Teacher Signature

__________________________

Date

Date

Print Parent/Guardian Name

__________________________

Parent/Guardian Signature

__________________________

Date

Teacher Acknowledgment:

Print Teacher Name

__________________________

Date

Rev. 3/16/16

Copies to Educational Services (DO), Teacher, Site Administrator, Student/Parent

DEA/District Tentative Agreement 2015-2016

DEA/HBUHSD Contract 2015-2018
Hybrid-Online Courses
Problem-Solving

Article XXXVII: Hybrid-Online Courses, Section C. 1. c

c. In order to maintain quality programs and high academic standards, teachers may teach up to three (3) hybrid-online courses. Based on student need, a problem solving meeting shall occur in accordance with Appendix O to increase the number of hybrid-online sections assigned to one teacher.

Issues:

Resolution:

<table>
<thead>
<tr>
<th>APPROVAL FROM SITE ADMINISTRATOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROVAL FROM HYBRID- ONLINE TEACHER</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEPARTMENT COORDINATOR</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEA DESIGNEE</td>
<td>DATE</td>
</tr>
</tbody>
</table>
Hybrid-Online District-Wide Courses
Problem-Solving

Article XXXVII: Hybrid-Online Courses, Section H. 1

H. Courses

1. A student shall only be enrolled in hybrid-online courses taught by teachers at his/her home school. Based on student need, a problem solving meeting shall occur in accordance with Appendix P to create a course that allows district-wide enrollment.

Issues:

Resolution:

<table>
<thead>
<tr>
<th>APPROVAL FROM DISTRICT DESIGNEE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROVAL FROM HYBRID-ONLINE DISTRICT-WIDE TEACHER</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEPARTMENT FACILITATOR</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEA PRESIDENT or DESIGNEE</td>
<td>DATE</td>
</tr>
</tbody>
</table>
ARTICLE XIV  SALARIES

A. The 2014-15 2015-16 schedules will be distributed annually upon implementation, related extra pay factors are contained in Appendix B; Summer School compensation is provided for in Article XXX.

1. Effective July 1, 2014 July 1, 2015, the salary schedule increase will be

   Four point seven five (4.75%) percent. See Appendix A - 1.

2. Effective July 1, 2014 July 1, 2016, the salary schedule increase will be

   point five (0.5%) percent. See Appendix A - 2.

3. Effective July 1, 2014 July 1, 2017, the salary schedule increase will be point five

   (0.5%) percent. See Appendix A - 3.

   Contingency Language: The District’s Second Interim Report for the 2015-16 school year is the basis for a contingent additional salary increase for the 2017-18 school year.
ODEA/HBUHSD Contract 2015-2018

APPENDIX G: TENTATIVE AGREEMENT, April 29, 2016

HBUHSD 2015-16 Second Interim MYP 2017-18 Projection LCFF Sources $145,528,830
March 10, 2016

Plus $1,000,000 above $145,528,830 $146,528,830

HBUHSD First Interim, General Fund 01, LCFF Revenue December 2017

If actual LCFF General Fund Revenues are greater than $146,528,830, fifty percent (50%) of the
amount over $146,528,830 shall be used to permanently increase bargaining unit salaries retroactive
from July 1, 2017.

Cost of 1% plus reconciled statutory benefits shall be calculated by an accurate scattergram produced
by the HBUHSD payroll department on October 15, 2017 and emailed to the DEA Co-Bargaining Chairs.

B. Maintain Current Contract Language

C. Maintain Current Contract Language

D. Effective July 1, 2014 July 1, 2015, the Home Teacher Hourly salary schedule
increase will be four point seven five (4.75%) percent. See Appendix A - 1.
Effective July 1, 2016, the Home Teacher Hourly salary schedule increase will be
point five (0.5%) percent. See Appendix A - 2.
Effective July 1, 2017, the Home Teacher Hourly salary schedule increase will be
point five (0.5%) percent. See Appendix A - 3. Effective July 1, 2017, the Home
Teacher Hourly salary schedule increase will be increased in accordance with the
contingency language as in Section A. 3 above.

E. Maintain Current Contract Language

F. Maintain Current Contract Language
ARTICLE XV     FRINGE BENEFITS

(Maintain current contract language only in Article XV except as provided below)

A.  (Maintain Current Contract Language)
B.  (Maintain Current Contract Language)
C.  The health and welfare plan shall be maintained and fully funded by the District for the 2013-14, and 2014-15, thru December 31, 2018, for benefit eligible unit members and their eligible dependents unless the plan costs increase from 2017 plan year to 2018 plan year is more than $1.5 million dollars (See MOU regarding 2018 fringe benefits). The health and welfare plans include a United Healthcare PPO, United Healthcare HMO, and Kaiser HMO medical plans administered through the VEBA trust, dental, vision, life, accidental death dismemberment, and long term disability (LTD).
D.  (Maintain Current Contract Language)
E.  (Maintain Current Contract Language)
F.  (Maintain Current Contract Language)
G.  (Maintain Current Contract Language)
H.  (Maintain Current Contract Language)

Memorandum of Understanding for 2018 Fringe Benefits

For the January 2018 health benefit plan year, if the total cost of health and welfare premiums for all employees increases by more than $1.5 million dollars from the 2017 cost for all employees for health and welfare benefits, the Health and Welfare Committee shall meet to make recommendations to limit the cost increases to $1.5 million dollars or less. The Association shall be responsible for their share of any increase above the $1.5 million in proportion to their share of the total cost.

For example if the total cost of health premiums is $21 million and the total cost of the premiums for the Association members is $10 million, then the Association’s proportional share would be 47.6% of the increase above $1.5 million. For 2018 plan year, any changes to fringe benefits shall be made through a Memorandum of Understanding.
ARTICLE XVII  CLASS SIZE

(Maintain current contract language only in Article XVII except as provided below)

D. Special Education

1. Effective July 1, 2015 2016, CASE LOAD

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUCSESS/Moderate-Severe</td>
<td>Maximum of 10</td>
</tr>
<tr>
<td>LRI/Moderate-Severe</td>
<td>Maximum of 12</td>
</tr>
<tr>
<td>Endeavors/Mild-Moderate</td>
<td>Maximum of 12</td>
</tr>
<tr>
<td>Pathways/Mild-Moderate</td>
<td>Maximum of 12</td>
</tr>
<tr>
<td>LINC/Moderate-Severe</td>
<td>Maximum of 16</td>
</tr>
<tr>
<td>SAC/Moderate/Severe</td>
<td>Maximum of 12</td>
</tr>
<tr>
<td>VOICES/Moderate-Severe</td>
<td>Maximum of 15</td>
</tr>
<tr>
<td>IDEAS/Moderate-Severe</td>
<td>Maximum of 15</td>
</tr>
<tr>
<td>Mild/Moderate</td>
<td>Maximum of 26</td>
</tr>
<tr>
<td>ATP</td>
<td>Maximum of 28</td>
</tr>
<tr>
<td>SLP</td>
<td>District Average of 55 to 60</td>
</tr>
</tbody>
</table>

ARTICLE XXV  TERM OF AGREEMENT

A. This Agreement shall be closed and remain in full force and effect for three years, July 1, 2014 to June 30, 2018. Thereafter, this Agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing of their intent to request modification, amendment or termination of the Agreement. Notification must be made no later than the last regularly scheduled Board meeting of the January preceding the expiration of the current Agreement.

B. Maintain Current Contract Language

C. Maintain Current Contract Language
ARTICLE XXX SUMMER SCHOOL

(Maintain current contract language only in Article XXX except as provided below)

G. D. COMPENSATION (Reformat current “C” and change to “D”)

1. Instructional Staff

Effective June 1, 2017, for each sixty (60) minutes of instruction taught in Summer School, Certificated employees assigned to teaching duties during Summer School shall be compensated based upon the full-time daily rate for each individual’s salary placement during the regular school year immediately following that Summer School. Compensation shall be one-sixth of the regular year daily rate taught in Summer School the hourly per diem of the following Summer School Salary Schedule:

<table>
<thead>
<tr>
<th>Steps 1 – 6</th>
<th>Step 4</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steps 7 – 16</td>
<td>Step 9</td>
<td>Column 4</td>
</tr>
<tr>
<td>Steps 17+ Employees</td>
<td>Step 21</td>
<td>Column 4</td>
</tr>
</tbody>
</table>

ADULT EDUCATION/HOURLY CONTRACT TEACHERS

Article III Salary Schedule
Same as comprehensive general contract proposal Article XIV: Salaries.

Article IV Fringe Benefits
Same as comprehensive general contract proposal Article XV: Fringe Benefits.

TENTATIVE AGREEMENT

Eric Brothwell
DEA Co-Negotiating Chair
Date

Carolee Ogata, Ed.D.
Deputy Superintendent – Human Resources
Date

Don Hume
DEA Co-Negotiating Chair
Date

Mediator’s Settlement Proposal – Tentative Agreement
MEMORANDUM OF UNDERSTANDING
2015-2016

The Huntington Beach Union High School District (HBUHSD) and the Huntington Beach Union High School District Educators Association (HBUHSDEA) enter into this memorandum of understanding effective March 28, 2016. To bring the practices of Article XVI: Leaves of the expired (but still in effect) collective bargaining agreement between the HBUHSD and the HBUHSDEA into compliance with Assembly Bill 375 (2015) that by law added Section 44977.5 to the Education Code, the parties to this memorandum do agree as follows:

1. The California Family Rights Act (CFRA) (Gov. Code § 12945.2) establishes, among other rights, that employers must grant leave of up to twelve (12) weeks leave for reason of the birth of a child of the employee (mother or father), the “placement of a child with an employee in connection with the adoption or foster care of the child by the employee” (Gov. Code § 44977.2 (3)(A)).

2. Leave granted under CFRA is separate and distinct from Pregnancy Disability Leave (PDL), which is a medically certified disability.

3. PDL has been and will continue to be managed according to Article XVI.A: Leaves: Illness Leave.

4. For fathers, CFRA leave for the purpose of caring for a child as a result of birth, adoption, or foster placement shall begin upon birth or acceptance of an adopted or foster child.

5. For mothers, CFRA leave for these purposes shall begin upon medical release by a physician for mothers who give birth, or upon acceptance of an adopted or foster child.

6. A teacher shall be granted up to 12 non-consecutive weeks per maternity, paternity, adoption, or foster placement in accordance with CFRA. However, if a school year terminates before the 12-weeks is exhausted, the employee may take the balance of the 12-weeks in the subsequent school year. This provision supersedes Article XVI.5.e Leaves: Duration.

We will educate, prepare, and inspire our students to change the world.

Gregory S. Plutko, Ed.D., Superintendent of Schools
7. Upon commencement of a CFRA leave for the purpose of caring for a child as a result of birth, adoption, or foster placement, the teacher shall use all remaining accumulated sick leave. The remainder of the 12-week leave shall be paid by differential pay (cf. Article XVI.A.4: Leaves: Differential Pay).

8. This Memorandum of Understanding shall supersede and replace Article XVI C.3.c. Leaves: Paternity/Child Bonding Leave.

9. All other aspects of Article XVI: Leaves shall remain in full force and effect as written until altered by the negotiation of a successor agreement, including Article XVI.C.4 Leaves: Return to Service.

10. Because AB 375 went into effect on January 1, 2016, at a time when there was no current collective bargaining agreement in place between the HBUHSD and the HBUHSDEA, all teachers eligible for CFRA leave since January 1, 2016, will receive the full benefit of the agreements in this Memorandum of Understanding, including retroactive differential pay and extension of leave to the full amount guaranteed by CFRA.

District Educators Association

Eric Brothwell, Bargaining Co-Chair  Date

Don Hume, Bargaining Co-Chair  Date

Huntington Beach Union High School District

Carolee Ogata, Deputy Supt - HR  Date
MEMORANDUM OF UNDERSTANDING – Fringe Benefits
2015-2018

For the January 2018 health benefits plan year, if the total cost of health and welfare premiums for all employees increases by more than $1.5 million dollars from the 2017 cost for all employees for health and welfare, the Health and Welfare Committee shall meet to make recommendations to limit the cost increases to $1.5 million dollars or less. The Association shall be responsible for their share of any increase above the $1.5 million in proportion to their share of the total cost.

For example if the total cost of health premiums is $21 million and the total cost of the premiums for the Association members is $10 million, then the Association’s proportional share would be 47.6% of the increase above $1.5 million. For 2018 plan year, any changes to fringe benefits shall be made through a Memorandum of Understanding.

District Educators Association
Eric Brothwell, Bargaining Co-Chair  Date

Huntington Beach Union High School District
Carolee Ogata, Deputy Supt – HR  Date

Don Hume, Bargaining Co-Chair  Date

We will educate, prepare, and inspire our students to change the world.
ARTICLE XVII: CLASS SIZE/COMBINATION CLASSES

A. The maximum student contacts per five (5) period teaching day shall not exceed 185 students/teacher/day in all academic subject areas. Academic subject areas, as referred to herein shall be defined as English, world languages, mathematics, reading, science and social science.

B. The 185 student maximum as described herein shall not be exceeded after fifteen working days following the start of the semester except as provided for in item C and shall count only students who have attended a majority of their scheduled classes on any prior day.

1. Unit members who are on a reduced/part-time/split assignment contract shall have a prorated number of students per day:
   - Contacts if teaching 2 academic classes 74
   - Contacts if teaching 3 academic classes 111
   - Contacts if teaching 4 academic classes 148
   - Contacts if teaching 5 academic classes 185
   - Contacts if teaching 6 academic classes 222

C. The student maximums as described herein may only be exceeded after agreement is reached by a group consisting of the affected teacher, site administrator, department coordinator, and Association designee.

D. The Director of Special Education will meet to problem-solve caseload and class size on a quarterly basis with District Special Education Coordinators.

E. The Association reserves the right to bargain the impact on class size reduction if implemented by the District during the term of this Agreement.

L. Combination Classes are defined as two or more course codes in the same period assigned to one teacher excluding student aides, lab specialists and/or peer tutors.
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

Incident Report Form

Instructions: Submit this form to the Assistant Superintendent of Human Resources. Upon the date filed, you will receive a response within five school days.

<table>
<thead>
<tr>
<th>Reportee:</th>
<th>&lt;&lt;name&gt;&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Location:</td>
<td>&lt;&lt;wk location&gt;&gt; (pull down menu)</td>
</tr>
<tr>
<td>Home Address:</td>
<td>&lt;&lt;address&gt;&gt;</td>
</tr>
<tr>
<td>Primary Phone:</td>
<td>&lt;&lt;phone&gt;&gt;</td>
</tr>
<tr>
<td>Email Address:</td>
<td>&lt;&lt;email&gt;&gt;</td>
</tr>
</tbody>
</table>

- **Date Report Filed:** <<date filed>>
- **Date of Incident:** <<date of incident>>
- **Location of Incident:** <<location>>
- **Name of Offending Person:** <<offender>>
- **Witness Name (specify relationship)**
- **Description of incident** that violates civility policy BP 1315 and AR 1315 (please provide full details, names, contact information for witnesses, and attach any supporting documentation):
  
  <<incident>>

I attest, to the best of my recollection, the above statements are true and correct.
Article XXVIII: CONTRACTS

A. Upon mutual written consent between the district, the unit member, and DEA President or his/her designee, a unit member may agree to teach an additional class (7/6ths) in lieu of their assigned conference period.

B. Extended assignments are voluntary and may not be appropriate for all teaching staff.

C. Only permanent employees with a minimum of three years of certificated teaching experience may volunteer for an extended assignment.

D. Each 7/6 contract may only be considered after mutual written agreement is reached by a group consisting of the affected teacher(s), site administrator, department coordinator, and an Association designee.

E. The student need shall determine the period to be offered as the 7/6.

F. The group will give fair and equitable consideration to the following non-ranked criteria for selection of permanent employees or employees with a minimum of three years of certificated teaching experience volunteering for extended assignments:

- Credential
- Expertise
- Facilities
- Seniority
- Training or Special Qualifications

### Issues:

### Resolution:

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<th>Date</th>
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<table>
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<tr>
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<th>Date</th>
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<table>
<thead>
<tr>
<th>APPROVAL FROM TEACHER</th>
<th>Date</th>
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<th>Date</th>
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<tbody>
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<table>
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</tbody>
</table>
**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT**

### INDIVIDUAL PERFORMANCE PLAN

<table>
<thead>
<tr>
<th>Evaluatee Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Evaluator/Designate Name</th>
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<tbody>
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<td></td>
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<table>
<thead>
<tr>
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<th>UNIT:</th>
<th>SCHOOL YEAR:</th>
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<tbody>
<tr>
<td></td>
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<table>
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<tr>
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<th>CURRICULUM</th>
<th>INSTRUCTION</th>
<th>SCHOOL CLIMATE</th>
<th>SCHOOL CULTURE</th>
<th>ADJUNCT</th>
<th>OTHER</th>
<th>(circle one)</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>OBJECTIVE: (What is to be achieved?)</th>
<th>WORK PLAN: (How is objective to be achieved and how will achievement be known?)</th>
<th>EVALUATION PLAN: (Time requirements)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Page No. ________

APPENDIX K: INDIVIDUALIZED PERFORMANCE PLAN (IPP)

DEA/HBUHSD Contract 2015-2018

4117/50.75 (rev. 2/11/92) (over)
| OBJECTIVE:  
What is to be achieved? | WORK PLAN: Include activities  
How is objective to be achieved and how will achievement be known? | EVALUATION PLAN:  
(Time requirements) |
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
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</tr>
<tr>
<td>Planning Conference Date(s)</td>
<td>Progress Review Conference Date(s)</td>
<td>Evaluatee's Initials</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------</td>
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</tr>
<tr>
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<tr>
<td>Planning Conference Date(s)</td>
<td>Progress Review Conference Date(s)</td>
<td>Evaluatee's Initials</td>
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</table>
Article X: WORK DAY, Section A.3 BELL SCHEDULES

4 Year Cycle, effective 2017-18
Each site will create a Bell Schedule Process Committee consisting of the DEA Building Chair, DEA Site Rep(s), Site Administrator(s), and other interested DEA members at the site.

The Bell Schedule Process Committee is distinct from the Bell Schedule Process Committee.

NOTE: Last Work Day (LWD)

<table>
<thead>
<tr>
<th>No later than LWD in December</th>
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</thead>
<tbody>
<tr>
<td>Section A.3.b.iii</td>
</tr>
<tr>
<td>DEA Members are surveyed to determine type of schedule to be considered</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Section A.3.d.i</td>
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<tr>
<td>INTEREST in BLOCK</td>
</tr>
<tr>
<td>Bell Schedule Committee creates options for Block and Traditional Schedules to be considered</td>
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<table>
<thead>
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<tbody>
<tr>
<td>Section A.3.d.ii</td>
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<tr>
<td>INTEREST in TRADITIONAL</td>
</tr>
<tr>
<td>PROCESS YEARS:</td>
</tr>
<tr>
<td>2017-18</td>
</tr>
<tr>
<td>2021-22</td>
</tr>
<tr>
<td>2025-26</td>
</tr>
<tr>
<td>2029-30</td>
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<tr>
<td>TRIGGER YEARS:</td>
</tr>
<tr>
<td>2018-19</td>
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<tr>
<td>2022-23</td>
</tr>
<tr>
<td>2026-27</td>
</tr>
<tr>
<td>2030-31</td>
</tr>
<tr>
<td>INTERIM PROCESS YEARS (if triggered):</td>
</tr>
<tr>
<td>2019-20</td>
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<tr>
<td>2023-24</td>
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<tr>
<td>2027-28</td>
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<table>
<thead>
<tr>
<th>By May 1st - FINAL Vote</th>
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<tbody>
<tr>
<td>Section A.3.d.iii</td>
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<tr>
<td>2/3 of Votes Cast required to approve BLOCK Schedule</td>
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<thead>
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<tbody>
<tr>
<td>Section A.3.e.i</td>
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<tr>
<td>INTEREST in TRADITIONAL</td>
</tr>
<tr>
<td>Bell Schedule Committee creates options for Traditional Schedules to be considered</td>
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<table>
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<tr>
<th>No later than LWD in March</th>
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<tbody>
<tr>
<td>Section A.3.e.ii</td>
</tr>
<tr>
<td>March process will narrow choices to 2 TRADITIONAL Bell Schedules</td>
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</table>

<table>
<thead>
<tr>
<th>By May 1st - FINAL Vote</th>
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<tbody>
<tr>
<td>Section A.3.e.iii</td>
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<tr>
<td>50% + 1 of Votes Cast required to approve TRADITIONAL Schedule</td>
</tr>
</tbody>
</table>

| IMPORTANT: |
| Four-year cycle may be triggered at end of Year One of the four-year cycle. Section A.3.d.iv.1 or A.3.e.iv.1 |

| Prevailing schedule will be in place for four school years. |
### Learning Agreement

#### Appendix M: Hybrid-Online Course

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Student ID #</th>
</tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
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<table>
<thead>
<tr>
<th>Birth Date</th>
<th>Age</th>
<th>School</th>
<th>Grade</th>
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</table>

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Duration of Course &amp; Agreement (Check One)</th>
<th>Number of Course Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Fall ☐ Spring</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Student School Email Address</th>
<th>Parent/Guardian Email Address</th>
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<tbody>
<tr>
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</table>

- **Initial Learning Objectives, Methods of Evaluation, and Resources:** Course objectives reflect the curriculum adopted by the Huntington Beach Union High School District’s governing board and are consistent with district standards, as outlined in the district’s course descriptions. The learning objectives, methods of evaluation, and resources for each course covered by this agreement will be described in the syllabus. Students shall be evaluated on their achievement of these objectives. *I have received a copy of the HBUHSD Board policies.* (See attached)

- **Initial Assignments and Assessments:** Students enrolled in hybrid-online courses will be required to complete assignments and assessments both online using the district adopted learning management system and in person. The course teacher will establish and communicate to students the timelines for completing and submitting assignments. Additionally, the course teacher will establish a grading system based upon objective criteria and communicate the grading system to students at the beginning of each new term. Timely notification of student progress will be made consistent with the provisions of the Education Code and AR 5124. *I am initiating enrollment into a Hybrid-Online course.*

- **Initial Reporting:** Students are required to meet face-to-face with their teacher a minimum of one hour per week for core classes (two hours every two weeks for Block Schedule schools), an average of one hour per week for elective classes. The course syllabus will specify in-class meeting dates and location.

- **Initial Voluntary Statement:** Hybrid-online courses are an optional educational alternative that students voluntarily select. All students who choose this option have the continuing option of returning to a traditional classroom setting. *I have attended a Hybrid-Online Orientation: ____________Date*

- **Initial Equitable Provision of Resources and Services:** The hybrid-online course option is to be substantially equivalent in quality and quantity to classroom instruction, and students who choose to engage in hybrid-online courses are to have equality of rights and privileges with students in the regular school program. Students enrolled in hybrid-online courses will have access to the same instructional materials and resources as students enrolled in the regular school program. *I understand that this course requires use of a computer and the internet.*

*I have read and understand the terms of this agreement and agree to all the provisions set forth.*

---

**Print Student Name**  
**Student Signature**  
**Date**

**Print Parent/Guardian Name**  
**Parent/Guardian Signature**  
**Date**

*Teacher Acknowledgment:*

**Print Teacher Name**  
**Teacher Signature**  
**Date**

---

*Copies to Educational Services (DO), Teacher, Site Administrator, Student/Parent*

DEA/HBUHSD Contract  
2015-2018
Hybrid-Online Courses
Problem-Solving

Article XXXVII: Hybrid-Online Courses, Section C. 1. c

c. In order to maintain quality programs and high academic standards, teachers may teach up to three (3) hybrid-online courses. Based on student need, a problem solving meeting shall occur in accordance with Appendix N to increase the number of hybrid-online sections assigned to one teacher.

Issues:

Resolution:

<table>
<thead>
<tr>
<th>APPROVAL FROM SITE ADMINISTRATOR</th>
<th>DATE</th>
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<tbody>
<tr>
<td>APPROVAL FROM HYBRID- ONLINE TEACHER</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEPARTMENT COORDINATOR</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEA DESIGNEEE</td>
<td>DATE</td>
</tr>
</tbody>
</table>
Hybrid-Online District-Wide Courses
Problem-Solving

Article XXXVII: Hybrid-Online Courses, Section H. 1

H. Courses

1. A student shall only be enrolled in hybrid-online courses taught by teachers at his/her home school. Based on student need, a problem solving meeting shall occur in accordance with Appendix O to create a course that allows district-wide enrollment.

Issues:

Resolution:

<table>
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<th>APPROVAL FROM DISTRICT DESIGNEE</th>
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<tbody>
<tr>
<td>APPROVAL FROM HYBRID-ONLINE DISTRICT-WIDE TEACHER</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEPARTMENT FACILITATOR</td>
<td>DATE</td>
</tr>
<tr>
<td>APPROVAL FROM DEA PRESIDENT or DESIGNEE</td>
<td>DATE</td>
</tr>
</tbody>
</table>
## INDEX

Absence, Summer School........................................................................................................... 112
Academy for Performing Arts (Appendix F).................................................................................. 163
Additional Pay-APA Facilitator, Facilitators, Coordinators (Appendix B).............................. 149
Additional Pay-Athletic Coordinator (Appendix B)..................................................................... 35
Additional Pay-Department Coordinator (Appendix B).............................................................. 158
Additional Pay–Master Teacher (Appendix B)............................................................................ 158
Additional Pay-School Media Coordinator (Appendix B).......................................................... 158
Additional Pay-School Site Webmaster (Appendix B)................................................................. 158
Additional Pay-Site Program Coordinators (Appendix B)........................................................ 158
Additional Pay-Technology Resource Teachers (Appendix B)................................................. 158
Adult Ed/Hourly Leave to Comprehensive High School......................................................... 145
Adult Ed/Hourly Salary Schedule (Appendix A)......................................................................... 149
Agreement.................................................................................................................................. 1
Application and Approval Procedures for Sabbatical Leave.................................................... 60
Approval of Authorized Personal Property on District Sites................................................... 91
Assignment and Reassignment.................................................................................................. 106
Assignment and Reassignment – Adult Ed/Hourly Teacher....................................................... 136
Assignment of Full Inclusion Specialists..................................................................................... 106
Association Rights....................................................................................................................... 106
Authority for Grade Reporting.................................................................................................. 25
Benefits, Maintenance of............................................................................................................. 10
Bereavement................................................................................................................................. 54
Calendar (Appendix E)................................................................................................................ 173
Catastrophic Sick Leave Pool...................................................................................................... 78
Child Rearing Leave..................................................................................................................... 58
Class Size.................................................................................................................................... 82
Co-Curricular (Appendix C)....................................................................................................... 163
Compensation – Summer School.................................................................................................. 115
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computation of Differential Pay</td>
<td>53</td>
</tr>
<tr>
<td>Computing Pay for Fractional Assignments</td>
<td>49</td>
</tr>
<tr>
<td>Concerted Activities</td>
<td>94</td>
</tr>
<tr>
<td>Contracts</td>
<td>102</td>
</tr>
<tr>
<td>Coordinator, Additional Pay (Appendix B)</td>
<td>158</td>
</tr>
<tr>
<td>Death in Immediate Family Leave of Absence</td>
<td>54</td>
</tr>
<tr>
<td>Definitions</td>
<td>4</td>
</tr>
<tr>
<td>Department Coordinator, Additional Pay (Appendix B)</td>
<td>158</td>
</tr>
<tr>
<td>Differential Pay</td>
<td>53</td>
</tr>
<tr>
<td>District Responsibility Upon Completion of Sabbatical Leaves</td>
<td>70</td>
</tr>
<tr>
<td>District Rights</td>
<td>8</td>
</tr>
<tr>
<td>Duration of Maternity Leave</td>
<td>56</td>
</tr>
<tr>
<td>Elected Public Official Leave</td>
<td>75</td>
</tr>
<tr>
<td>Employee Discipline</td>
<td>122</td>
</tr>
<tr>
<td>Evaluation – Monitoring Performance</td>
<td>39</td>
</tr>
<tr>
<td>Evaluation – Mutual Assistance Plan</td>
<td>40</td>
</tr>
<tr>
<td>Evaluation – Planning Performance</td>
<td>36</td>
</tr>
<tr>
<td>Evaluation Appeal Procedure</td>
<td>47</td>
</tr>
<tr>
<td>Evaluation Conference</td>
<td>47</td>
</tr>
<tr>
<td>Evaluation Performance</td>
<td>45</td>
</tr>
<tr>
<td>Evaluation Procedures – Adult Ed/Hourly</td>
<td>147</td>
</tr>
<tr>
<td>Evaluation Procedures for Teachers</td>
<td>32</td>
</tr>
<tr>
<td>Evaluation Program Application and Responsibilities</td>
<td>34</td>
</tr>
<tr>
<td>Evaluation Time Requirements</td>
<td>33</td>
</tr>
<tr>
<td>Exchange Teacher Leave</td>
<td>74</td>
</tr>
<tr>
<td>Facilitator, Additional Pay (Appendix B)</td>
<td>158</td>
</tr>
<tr>
<td>Family and Medical Leave</td>
<td>76</td>
</tr>
<tr>
<td>Foreign Teaching/Research Leave</td>
<td>74</td>
</tr>
<tr>
<td>Formal Evaluation Process</td>
<td>32</td>
</tr>
<tr>
<td>Topic</td>
<td>Page</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Miscellaneous Leaves</td>
<td>72</td>
</tr>
<tr>
<td>Monitoring Performance</td>
<td>39</td>
</tr>
<tr>
<td>Mutual Assistance Plan</td>
<td>40</td>
</tr>
<tr>
<td>Negotiation Procedures</td>
<td>5</td>
</tr>
<tr>
<td>Non-Discrimination</td>
<td>9</td>
</tr>
<tr>
<td>Notification of Unsatisfactory Performance</td>
<td>41</td>
</tr>
<tr>
<td>Optional Units Schedule (Appendix C)</td>
<td>163</td>
</tr>
<tr>
<td>Organizational Security</td>
<td>86</td>
</tr>
<tr>
<td>Other Leave – Personal Business</td>
<td>55</td>
</tr>
<tr>
<td>Payroll Deductions for Insurance and Savings</td>
<td>121</td>
</tr>
<tr>
<td>Peer Assistance and Review</td>
<td>123</td>
</tr>
<tr>
<td>Personal and Academic Freedom</td>
<td>45</td>
</tr>
<tr>
<td>Personal Business Leave</td>
<td>55</td>
</tr>
<tr>
<td>Personal Emergency Leave</td>
<td>54</td>
</tr>
<tr>
<td>Personal Emergency Leave – Adult Ed/Hourly</td>
<td>144</td>
</tr>
<tr>
<td>Personal Illness Leave</td>
<td>51</td>
</tr>
<tr>
<td>Personal Illness Leave – Adult Ed/Hourly</td>
<td>143</td>
</tr>
<tr>
<td>Personal Leave</td>
<td>54</td>
</tr>
<tr>
<td>Personal Property – Burden of Proof</td>
<td>91</td>
</tr>
<tr>
<td>Personal Property – Claim for Reimbursement</td>
<td>91</td>
</tr>
<tr>
<td>Personal Property – Limitation on Compensation</td>
<td>91</td>
</tr>
<tr>
<td>Personnel Files</td>
<td>42</td>
</tr>
<tr>
<td>Planning Performance – Evaluation</td>
<td>36</td>
</tr>
<tr>
<td>Priority List – Summer School</td>
<td>112</td>
</tr>
<tr>
<td>Proration of Illness Leave Benefit</td>
<td>52</td>
</tr>
<tr>
<td>Reassignment</td>
<td>108</td>
</tr>
<tr>
<td>Recognition</td>
<td>2</td>
</tr>
<tr>
<td>Reduction-In-Force Actions and Effects</td>
<td>99</td>
</tr>
<tr>
<td>Return to Service following Maternity Leave</td>
<td>57</td>
</tr>
</tbody>
</table>
Return to Service following Sabbatical Leave......................................................... 69
Right to Privacy........................................................................................................ 130
Sabbatical Leave....................................................................................................... 60
Sabbatical Leave – Acceptable Programs................................................................. 62
Sabbatical Leave – Approval Criteria....................................................................... 66
Sabbatical Leave – Compensation.......................................................................... 67
Sabbatical Leave – District Responsibility Upon Completion................................... 70
Sabbatical Leave – Duration of Leave..................................................................... 61
Sabbatical Leave – Eligibility.................................................................................. 61
Sabbatical Leave – Evidence of Fulfillment of Leave............................................. 69
Sabbatical Leave – Interruption................................................................................ 71
Sabbatical Leave – Maximum Number.................................................................... 64
Sabbatical Leave – Return to Service...................................................................... 69
Safety Conditions...................................................................................................... 90
Salaries...................................................................................................................... 48
Salary Schedules (Appendix A).............................................................................. 148
Savings Provision...................................................................................................... 93
Selection Process for Both General and Specific Transfer Requests.................... 30
Six Period Assignment............................................................................................ 24
Specific Transfer Requests....................................................................................... 29
Split Teaching Assignment...................................................................................... 24
Split Teaching Assignment – Mileage Reimbursement.......................................... 115
Standard Units Schedule (Appendix C).................................................................. 163
Summer School........................................................................................................ 109
Summer School – Adult Ed/Hourly........................................................................... 146
Summer School – Compensation............................................................................. 115
Summer School – Mileage Reimbursement for Split Teaching Assignment.......... 115
Summer School – Priority List................................................................................ 112
Teacher Personnel Files.......................................................................................... 42