

AGREEMENT

BETWEEN

Orange Unified School District

AND

Orange Unified Education Association



FOR THE PERIOD OF

July 1, 2002 through June 30, 2005

ARTICLE 1: **PREAMBLE**

- 1.100 The provisions contained herein constitute a binding agreement by and between the Orange Unified School District, hereinafter referred to as the “District,” and the Orange Unified Education Association, affiliated with the California Teachers Association and the National Education Association, hereinafter referred to as the “Association” or “Organization.”
- 1.200 The District recognizes the Association for purposes of collective negotiations, pursuant to government Code Sections 3540 et seq., as the exclusive representative for all contractual non-management certificated employees as certified in the official District recognition statement which is set forth in Appendix A, which may be modified upon mutual agreement of the parties.
- 1.300 Any notice to be given by one party to the other under this Agreement will be given by certified or registered mail. If given by the District, said notice will be sent to the Association, located at 1224 E. Katella Avenue, Suite 203, Orange, California 92867; and, if given by the Association, said notice will be sent to the District located at 1401 North Handy, P.O. Box 11022, Orange, CA 92867. Either party may, by like written notice, change the address at which notice to it may be given.
- 1.400 This Agreement shall be effective from July 1, 2002 through June 30, 2005. The provisions of this agreement shall become effective upon ratification by both parties except for (i) Article 2, Compensation and Health and Welfare Benefits, and (ii) language that continues to remain unchanged from the previous collective bargaining agreement. The parties shall commence reopener negotiations for the 2003-2004 school year by July 31, 2003 unless a later date is mutually agreed upon. For reopener negotiations in the second and third years of the agreement, 2003-2004 and 2004-2005, reopener negotiations shall pertain in each year to Article 2, Compensation and Health and Welfare Benefits, and one additional article chosen by each party as well as Article 20, ROP, in year 2003-2004, with the initial proposals publicly sunshined on the Board’s agenda in the month of June.
- 1.500 Upon request, the District will provide to the Association copies of information which is necessary for negotiations and contract administration and which is part of the District’s “good faith” obligations; provided, however, that such information is reasonably obtainable, is not confidential in nature, and does not consist of a work-product prepared for negotiations or for contract administration.

ARTICLE 2: COMPENSATION

2.100 For the period of this Agreement, or as mutually agreed otherwise, regular full-time unit members i.e., Teachers, Counselors, Media Specialists, and Psychologists will be paid salaries in accordance with the salary schedules in the Appendix of this Agreement.

2.105 Payment of Salaries All raises and retroactive salaries shall be paid within ninety (90) days of ratification by the Board of Education.

All placements on the salary schedule, movements on the salary schedule, etc. shall be paid within ninety (90) days of submitted verification requirements.

The District shall endeavor to pay money due for stipends, extra pay assignments, mileage, and/or other miscellaneous pay on the check for the pay period for which the assignment was performed, but in no cases shall payment be more than ninety (90) days after the submission for the service or duty.

If payment is made within the above-stated time periods any statutory or other penalties or interest shall not apply and are expressly waived.

2.110 A. For fiscal year 2002-2003, the certificated salary schedules, Appendix B 1-6, are increased 3% effective July 1, 2002. The salary schedules with the 2002-2003 payrates are included in this agreement at Appendix B 1-6.

B. A \$1,000 increment annually shall be added to the salary schedule for those teachers who have a doctorate degree and/or have attained the National Teacher Certification.

- Appendix B1 - CT/CE -Teacher/Nurse Salary Matrix – 02-03
- B2 - CC-Counselor Salary Matrix – 02-03
- B3 - CM-Media Specialist Salary Matrix – 02-03
- B4 - CP/CO-Psychologist Salary Matrix – 02-03
- B5 – CS/CU – Speech & Language Salary Matrix – 02-03

2.114 ROP Salary and ROP Miscellaneous Hourly Rate (Article 20, Section 20.100 and Appendix B6)

Note: All references to the ROP Salary and ROP Miscellaneous Hourly Rate shall refer to appendix B6.

2.115 For 1999-2000 and thereafter, increase the teacher/nurse schedule to 185 days.

2.116 See Appendix B7 for the Extra Pay including Department Chairpersons, Certificated Hourly Rates, Athletics and Special Assignments.

Note: All references to the Extra Pay including Department Chairpersons, Certificated Hourly Rates, Athletics and Special Assignments shall refer to Appendix B7.

ARTICLE 2: COMPENSATION – continued

2.117 Voluntary Buyout of Retiree Medical Benefits

- A. Current active bargaining unit members who are eligible for lifetime benefits and have met the 10 and/or 15 year service requirements outlined in the current agreement and who elect to waive their post age 65 health and welfare benefits shall be paid a \$10,000 buyout payment, if they elect this option. The employee election of this benefit shall be made between February 1, 2003 and June 30, 2003. Payment shall be made within 90 days of filing the written election waiver document following consultation with an administrator in the Human Resources office. Said employee shall remain eligible for employee-only health and welfare coverage through a District sponsored HMO plan from retirement to age 65.
- B. Other active bargaining unit members eligible for this benefit and who elect this option but who have not yet reached the 10 and/or 15 year service requirements, will receive the \$10,000 payment within 60 days of reaching the 10 and/or 15 year vesting requirements set forth in the current agreement.
- C. In lieu of the \$10,000 cash buyout, an employee eligible for retiree medical benefits may elect to receive the amounts specified on the Deferred Cash Option table (sliding scale up to \$27,000) attached. These payments shall be paid out in five (5) equal payments commencing in January following retirement.
- D. The percentage of eligible employees (currently estimated at 513 eligible employees) who elect the voluntary buyout option will result in a salary increase for steps 9-30 on the salary schedule for 2000-2001. Salaries at these steps shall be increased on a uniform percentage basis by an amount equivalent to the percentage of eligible employees electing the buyout multiplied times \$2 million. (Example: 50 % of the eligible employees elect the buyout results in \$1 million being added to the salary schedule for employees in steps 9-30 for 2000-2001.) Payment of this increase shall be made within 120 days of the implementation of this agreement.

2.118 Part-time unit members will be paid on a prorated basis in accordance with the practice in existence at the signing of this Agreement.

2.119 Retirees may be hired as teachers for the class size reduction program. The District shall not make additional contributions for health and welfare benefits for these employees. Effective July 1, 1997, the District shall place these employees on the salary schedule in accordance with District placement policy in effect at the time of employment.

2.200 The regulations for salary placement and advancement will be according to the provisions of Appendix C.

ARTICLE 2: **COMPENSATION – continued**

2.300 Health and Welfare Benefits

2.310 Active Employee and Eligible Retiree Health and Welfare Benefits and Contributions

2.311 Within the cost maximums set forth below, the District shall pay the actual cost of providing health and welfare benefits (medical, dental, prescription, vision, and for actives only, life insurance) through an HMO plan for all active employees and their eligible dependents, and through an HMO plan or Medicare Risk HMO for all eligible retirees and their dependents. Eligibility shall be set forth in the current agreement. All retired plan participants age 65 and over may be placed in a Medicare Risk HMO at the discretion of the District.

The District shall pay the actual cost of the health and welfare benefits up to the following specified District maximum annual contributions, subject to the dependent contributions provided in Section 2.139. The District shall also make the same contributions for employees who elect to participate in the District offered PPO program. Active employees/retirees shall be assessed the difference between the agreed upon District maximum contributions as listed below and the actual PPO plan cost, which is commonly referred to as the employee/retiree buy-up cost for the PPO programs. Assessments shall be made through payroll deductions for active employees and monthly contributions paid by retirees. It is recognized that the District's payroll department will need to adjust employee payroll deductions in light of the increase in the District contribution amount.

2.312 District Annual Contributions For Active Employees, effective October 1, 2002

\$3,208 for single coverage for active employees

\$6,559 for single plus one dependent coverage for active employees

\$9,332 for family coverage for active employees

2.313 District Annual Contributions For Eligible Retirees, effective October 1, 2002

\$3,082 for single coverage for eligible retirees

\$6,433 for single plus one dependent coverage for eligible retirees

\$9,206 for family coverage for eligible retirees

2.315 "Actual cost" as used in this section shall mean the actual premium paid by the District to the HMO or other provider, if any, for health and welfare benefits, including the cost of the dental, vision, and for active employees only life insurance benefits, as provided by the District health and welfare plan. The

ARTICLE 2:

COMPENSATION – continued

above maximum contributions by the District shall be reduced by the amount of the required employee dependent contributions (\$150 one dependent; \$300 two or more dependents) set forth in section 2.319.

- 2.316 All Medicare eligible retirees and their dependents, shall be enrolled in a Medicare Risk HMO plan offered by the District or eligible retirees and their dependents have the option of enrolling in the District provided PPO plan subject to the provisions of this article, including sections 2.311, 2.313, and 2.319.
- 2.317 Employees who retire from the District who are not eligible for lifetime medical benefits shall have single HMO coverage to age 65.
- 2.318 Active employees and eligible retirees with dependent benefits shall have the option of paying the additional cost above the maximum amounts set forth above for any plan offered through the District for themselves and/or their dependents. The cost of the buy up for retirees shall be based on the composite cost for all retirees, unless the buy up cost would be higher than the active buy up in which case the buy up cost for retirees and actives shall be based on the composite buy up cost for retirees and actives. Retirees who do not have dependent coverage may also purchase dependent benefits at the actual additional cost of such benefits.
- 2.319 All active employees shall by payroll deduction contribute for dependent health and welfare coverage the following annual amounts: \$150 per year for one dependent; \$300 per year for two or more dependents. Retirees who have a dependent lifetime Retiree Medical benefit shall pay \$150 per year for one dependent or \$300 per year for two or more dependents.
- 2.320 All eligible retirees age 65 and over shall enroll in Medicare Parts A and B. The District shall pay one-half the Medicare Part A premium for up to ten years for any eligible retiree age 65 and over who does not qualify for Medicare or the STRS pickup for Medicare Part A.
- 2.321 District Administration of Benefits
 - A. Commencing in January 2003, the District and OUEA through their benefits committee (2.321 B) will study and make written recommendations back to the respective parties by no later than April 30, 2003 for study and negotiation. The benefits committee will be expanded to eight members, four appointed by the Association and four appointed by the District.
 - B. A benefits committee composed of three members appointed by the Association and three members appointed by the District shall decide upon plans and benefits within the maximum cost figures set forth in the Agreement. Such benefits committee decisions shall be decided by unit vote of the District representatives and the Association representatives. The committee shall not make any decision that would cause the cost of

ARTICLE 2:

COMPENSATION – continued

benefits to be above the negotiated maximums set forth in the Agreement. In the event of a deadlock the matter shall be presented to binding arbitration. The arbitrator shall have no authority to make a decision that would cause the cost of benefits to be above the negotiated maximums set forth in the Agreement.

- C. The District shall assume all costs and liabilities related to the closing of the Trust. Any remaining RMCO funds provided for in the 1996-99 agreement shall also be utilized for this purpose.

2.330 Insurance Coverage - Temporary Teachers

Temporary teachers working less than 75% of the year - insurance ends June 30th if not rehired prior to June 30 for the ensuing school year. If rehired, insurance continues through September 30.

Temporary teachers working more than 75% of the year - Insurance continues through September 30.

- 2.400 Former employees, surviving spouse and dependent children may continue the Health Plan provided by the District at his/her own expense as required by state and federal statutes and/or regulations.

- 2.500 The District shall provide payroll deductions for tax sheltered annuities for the annuity of the unit member's choice.

- 2.600 The District shall provide for an IRS Section 125 Plan for employee medical and child care contributions.

2.640 Effect of Leave of Absence

- 2.641 Paid Leave of Absence--An approved paid leave of absence shall not constitute a break in service and shall count as District Service credit toward the consecutive years of service requirements for the Retiree Health and Welfare benefits.
- 2.642 Unpaid Leave of Absence--An approved unpaid leave of absence shall not constitute a break in service, but shall not count as District service credit toward the consecutive years of service requirement for Retiree Health and Welfare benefits.
- 2.643 Disability--A bargaining unit member who qualifies for a STRS or PERS disability and has the required years of District service shall be the exception to the rule of being at least fifty-five years of age to receive Retiree Health and Welfare benefits. The benefit under this section shall be limited to five years of HMO employee only Health and Welfare benefits.

- 2.700 Retiree Health and Welfare Benefits (excludes life insurance)

2.710 Benefits and Contribution Rates for Eligible Retirees

ARTICLE 2: COMPENSATION – continued

Benefits for Eligible Retirees Employed on or Before June 30, 1991 and retiring Prior to September 1, 1997

Commencing November 1, 2000, the District shall contribute the amounts specified above in this Article toward the cost of medical, dental and vision insurance for each eligible retiree employed by the District on or before June 30, 1991, and is at least 55 years of age and has worked ten (10) full consecutive years or more for the District immediately preceding retirement. The contributions shall provide benefit coverage for eligible dependent(s) of qualifying retirees.

2.711 Benefits for Eligible Retirees Employed On or After July 1, 1991 and Prior to July 1, 1992

Unit members employed by the District on or after July 1, 1991, must have fifteen (15) years of continuous service in the District and qualify for retirement under the State Teachers Retirement System in order to be eligible for retiree health and welfare benefits as set forth herein.

Effective July 1, 1991, newly employed unit members, upon retirement shall receive retiree HMO coverage and dental and vision benefits as provided to active union members and their dependents until age 65, subject to the contribution limitations applicable to retirees. At age 65, these employees and dependents shall receive coverage by Medicare and a Medicare supplement plan or Medicare risk HMO, at the discretion of the District. The District shall pay the actual cost of this benefit subject to the contribution limitation applicable to retirees. This benefit is not extended to unit members newly employed or reemployed by the District on or after July 1, 1992.

2.712 Benefits for Future Retirees Who Have 15 years of Service with the District or Who Have 10 Years of Service with the District. (Hired prior to June 30, 1991 and do not have lifetime health and welfare benefits.)

Future retirees aged 55 to 65 who have 15 years of service with the District or those hired prior to June 30, 1991 who have 10 years of service with the District, who do not have lifetime health and welfare benefits shall be provided single HMO coverage during the period of their retirement ages 55 to 65, however, this shall not be a vested benefit. Retirees eligible for this single HMO coverage benefit for their retirement ages 55 to 65 may elect to release this benefit for payment by the District of \$1,000.00 per year with maximum cumulative payments of \$10,000.00.

2.713 Medicare and Medicare Election

All eligible retirees age 65 and over shall enroll in Medicare Parts A and B. The District shall pay one-half the Medicare Part A premium for up to ten years for any eligible retiree who does not qualify for Medicare.

2.714 Benefits for Eligible Retirees Retiring Prior to September 1, 1997

ARTICLE 2: COMPENSATION – continued

The health and welfare benefits (with the exception of life insurance) for eligible retirees shall be at least equivalent to those for active employees and shall be limited to those programs offered by the District.

- 2.718 In lieu of paying the cost toward a District-selected medical insurance program under section 2.710 above, the District may, at its sole discretion, pay the cost toward comparable Medicare coverage for eligible retirees who qualify for Medicare, whichever is the lesser amount.
- 2.720 Surviving spouses of retirees may participate in the Health Plan provided by the District at his/her own expense as required by state and federal statutes and/or regulations.
- 2.730 Retiree and retiree spouse and surviving spouse benefits outlined in 2.720, above shall be managed by the District as outlined in Articles 2.321.
- 2.740 “All retired employees who wish to release their interest in lifetime benefits will be given an annual payment of \$2,700 for up to ten (10) consecutive years. Said annual payment shall cease upon the death of the retiree. The payment shall be prorated from the date of the initial selection by the retiree of this option. This payment is taxable to the employee. To remain eligible for the above referenced annual payment, the retiree must remain in retirement status with STRS/PERS.”
- 2.750 All active employees who are covered by the District’s health and welfare program and elect to release their annual health and welfare benefits shall receive \$1,500 per year in tenths payments of \$150 in exchange for release of such benefits. In the event such employees (who waived their health and welfare benefit) incur additional costs to secure coverage in another insurance plan, the District will pay the actual cost of such coverage, not exceeding \$100.00 per month. To be eligible for this additional payment the employee will be required to provide written proof of cost incurred. This payment is taxable to the employee.

Proof of alternative health insurance coverage will be required annually by the District from any active employee who chooses to opt out. Any active employee who opts out of the health and welfare benefit program during active employment will be given the opportunity to opt in at any time under the terms of the District plan on the giving of reasonable notice, if he/she loses eligibility for his/her existing health insurance program due to a change in insurance status.

2.800 Early Retirement

- 2.810 The District may, at its sole discretion, maintain programs for early retirement and pre-retirement part-time employment as set forth in Appendices D1, D2, D3, and D4.

The District at its sole discretion may implement a retirement incentive program. If implemented, it must be made available to all bargaining unit members meeting the eligibility requirements.

District may offer retirement incentive for 2002-2003. District will consult with OUEA about the incentive if offered.

ARTICLE 2: COMPENSATION – continued

2.820 Unit members who desire to participate in early retirement programs as outlined in Appendices D1, D2, D3, and D4, must submit their letter of intent to the District in accordance with time lines set forth by the Personnel Office each year.

2.1000 Extended Work Day Compensation

2.1010 Emergency Service Compensation

In the event a unit member is requested by the Superintendent or designee to work beyond the normal work day or work week to repair an instructional area due to fire, flood or vandalism, the unit member shall be paid the miscellaneous rate to a maximum of eight (8) hours.

2.1020 Additional Service Compensation

Unit members shall not be required to perform additional duties during preparation time. Should unit members volunteer to perform such duties, those additional duties that require the loss of preparation time shall be compensated at the unit member's miscellaneous hourly rate of pay and shall be paid upon notification and accounting of the time lost. Additional duties before and after the work day must have the immediate supervisor's approval and are paid at a rate equal to the unit member's miscellaneous hourly pay.

2.1030 Substitute Service Provision

Unit members who voluntarily provide substitute service shall be paid at the miscellaneous hourly rate of pay, as outlined in Article 2.3000. However, any time worked beyond forty-five minutes shall be credited as having worked one (1) full hour and, at a minimum, any time worked shall be credited as one-quarter (1/4) hour of work.

2.2000 Hourly Salary/Rate of Pay

“Hourly salary” or “hourly rate of pay” shall be determined for unit members as follows:

2.2010 Unit members assigned to an elementary work site shall have their annual salary divided by the number of annual work days, with that quotient divided by six.

2.2020 Unit members assigned to the secondary schools shall have their annual salary divided by the number of annual work days, with that quotient divided by the number of teaching periods. (Senior High has five (5) teaching periods. Middle School has six (6) teaching periods.)

Example: IF: Work days = 185, Annual salary = \$30,000, Teaching periods = 6. THEN: Hourly salary/pay rate = \$30,000, divided by 185 divided by 6 = \$27.03.

2.3000 Miscellaneous Hourly Rate of Pay

“Miscellaneous Hourly Rate of Pay,” as referred to in this agreement shall be defined as .08% of Step 1, Column A salary on the Teacher/Nurse Schedule. “Step 1” as listed in this provision shall not be confused with the “Entry Level Salary.” This provision shall become effective the

ARTICLE 2: COMPENSATION – continued

1987/1988 year of this agreement. Example: If, Step 1, Column A were \$25,000, then the Miscellaneous Hourly Rate of pay would be \$20.00, calculated as follows: $\$25,000 \times .0008 = \20.00 .

2.4000 The unit member may request to have his/her salary or a portion of his/her salary electronically transferred to a financial institution of his/her choice. If the County Department of Education offers electronic transfer of salary to a financial institution of the unit member's choice, the District will provide this option to unit members as provided by County regulations.

2.5000 Stipends, extra duty remuneration, and overtime pay of salary shall be paid to the unit member in a manner so as to legally minimize the effect of additional taxation due to increased compensation in any pay period(s).

2.6000 Mileage

Unit members will be eligible for mileage reimbursement at the current maximum IRS reimbursement rate according to the established practices of the District for such reimbursement. In addition, reimbursement will be available for "Open House," "Back-To-School" and supervision duties which require a unit member to return to school in the evening and which are not compensated by listed stipends. Payment will be made upon the accumulation of a reimbursable amount in excess of ten dollars (\$10.00). Amounts less than \$10.00 shall be submitted at the end of the work year. Payment to be made following the work year.

ARTICLE 3: LEAVES

3.100 Educational Leave

- 3.110 Unit members may request leave to attend an educational class, to teach an educational class or to serve as a resource person. Unit members may be excused from regular duty to attend educational conferences, extra curricular conferences or attend an educational class subject to the conditions outlined in 3.120 to 3.124.
- 3.120 The Superintendent, or designee, may approve such leave based upon the below-listed criteria:
 - 3.121 The benefit which would result to the Orange Unified School District and/or public school education.
 - 3.122 The procedure for replacement or assumption of responsibility during the unit member's absence.
 - 3.123 The amount of released time required; and
 - 3.124 Financial compensation, if any, to be received by the unit member.

3.200 Personal Illness and Injury Leave

- 3.210 Unit members shall be entitled to be absent, with pay, from duty due to personal injury, illness or disability related to pregnancy.
- 3.220 Full-time unit members shall be granted sick leave in accordance with the Orange Unified School District sick leave table. (Appendix G-A and G-B)
 - 3.221 These days shall be granted and shall become effective on the first day of the school year and may be used at any time during the specified work year period.
 - 3.222 These days shall accumulate pursuant to state law.
 - 3.223 The District shall notify, in writing, each unit member between December 1 and March 1 each year of the total number of accumulated sick days effective at that date.

3.230 Verification

- 3.231 Upon return from an absence, the unit member shall complete a statement verifying the absence was due to illness. In case of an extended illness, the unit member shall complete an absence affidavit once per month on or before a date established by the District.
- 3.232 The District may require after an absence of five (5) or more work days, verification of the unit member's illness through verification by a physician or licensed health advisor. Such verification may be requested by a physician or licensed health advisor chosen by the District. This verification shall be at District expense.

ARTICLE 3:

LEAVES – continued

When the District’s physician or licensed health advisor’s opinion is different from that of the employee’s physician, the matter shall be turned over to an independent panel of physicians as designated by the Orange County Medical Association or like agency. From the panel of physicians, each party shall alternately strike a name until only one remains. The order of strike shall be determined by lot.

Cost incurred by this process shall be borne by the District.

3.240 Extended Illness or Injury/Disability

When the unit member is absent from duty due to illness or injury for a period of five (5) school months, or less, whether or not the absence arises out of, or in the course of employment, the amount deducted from the salary due the unit member for that month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the position during the absence, or, if no substitute was employed, the amount which would have been paid to the substitute. Such payments shall conform with the established procedures of the Orange County Department of Education.

3.241 The District shall make every reasonable effort to secure the services of a substitute employee.

3.242 The five (5) month period shall commence with the first work day after the unit member’s accumulated sick leave has been exhausted.

3.243 If the unit member is unable to return to work at the end of the five (5) month period, the unit member shall automatically be placed on an unpaid, medical leave until such time as the unit member is judged able by the unit member’s physician or other licensed health advisor to return to work. Such medical leave shall be in accordance with medical leave provisions of this Article.

3.244 Any unit member may utilize the above-listed leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member’s physician, provided that such verification assures the District that such leave is for a disability and is not just for the purposes of child care or any purposes other than pregnancy related disability. Such pregnancy disability leave with pay shall be granted and administered in the same manner as any other temporary disability for illness or injury.

3.250 Sick Leave Sharing

An employee who has an accumulated sick leave balance of more than sixty (60) days, may request the Director of Human Resources to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing. In no event may an employee request a transfer that would result in

ARTICLE 3: LEAVES – continued

his/her sick leave accumulation going below sixty (60) days. Such a transfer of leave days must be made for the benefit of an eligible employee and, once transferred, is irrevocable.

In order to be eligible to receive donated leave under this program, the “receiving” employee “must”:

- a. Suffer from an illness or injury expected to incapacitate the employee for an extended period of time which creates a financial hardship for the employee because he/she has exhausted all available paid leave entitlement.
- b. Provide verification of catastrophic injury or illness as required by the District.
- c. Have exhausted all accrued paid leave credits.
- d. Have been found ineligible for benefits under worker’s compensation.

An employee who needs additional sick leave and believes he/she meets the eligibility requirements outlined above shall contact either the Assistant Superintendent of Human Resources or the OUEA President to make his/her formal request for sick leave sharing contributions.

Transferred days shall be deducted from the employee’s sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred. The value of the leave transferred shall be based upon the leave value of the person receiving the leave. In situations where more than one (1) employee is offering to transfer sick leave to another employee, sick leave transfers shall be implemented in an equitable manner.

The maximum benefit to be received by any employee for any single catastrophic illness or injury is twelve consecutive months.

Any employee who received paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this sick leave sharing program.

3.300 Bereavement

3.310 Unit members shall be entitled to paid leave for purposes of out-of-school presence due to the death of any member of the immediate family.

3.320 Unit members are allowed on a per occurrence basis, up to three (3) days of paid leave or five (5) days total if out-of-state travel is required. Additional days may be granted by the Superintendent or his/her designee.

3.330 Immediate family means: mother, father, grandchild, grandmother or grandfather of the unit member or the spouse of the unit member; the spouse of the unit member; the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepchild, sister or sister-in-law of the unit member; or any relative or close personal friend living in the immediate household of the unit member.

ARTICLE 3: LEAVES – continued

3.400 Child Care Leave

- 3.410 Unit members may be eligible for leave for the purpose of preparing for or the caring of a newly born or newly adopted child pursuant to Section 3.2060. Additional leave may be available pursuant to Sections 3.420 and 3.430. If leave is taken under Sections 3.420 and/or 3.430, such leave shall run concurrently with leave taken pursuant to Section 3.2060.
- 3.420 One (1) day paid leave shall be granted unit members solely for the birth or adoption of a child. This will be in addition to other leaves and will be non-cumulative and will be granted provided the unit member was in paid status both the day before and the day after the birth or adoption.
- 3.430 Up to one (1) year leave, without pay, shall be granted, upon request, to unit members to prepare and care for a newly born or newly adopted child; provided such leave request is made at least fifteen (15) work days prior to the requested beginning date and provided further that such commencement date coincides with the best interests of the instructional program.

3.500 Personal Necessity Leave

- 3.510 Unit members may use illness or injury leave for cases of personal necessity. Any of seven (7) days of accumulated sick leave may be used for reasons of compelling personal importance which cannot reasonably be expected to be taken care of outside the regular workday.
- 3.511 Any of ten and a half (10 1/2) days of accumulated sick leave, inclusive of the seven (7) days enumerated in Article 3.510, may be used for the illness of a member of the unit member's child, parent or spouse which a unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service.
- 3.520 The unit member shall not be required to state the specific reasons that necessitate use of the personal necessity leave. However, unless an emergency, unit members shall complete the appropriate District form, "Personal Necessity Leave" and submit such form to their immediate supervisor at least two (2) days prior to taking such leave.
- 3.530 Upon return from leave of absence, unit members shall complete the District's absence affidavit which shall verify that the unit member's use of leave was for personal necessity and that such leave has not been used for recreational purposes, extension of holiday or vacation or for matters of purely personal convenience.

3.600 Court Summons Leave

- 3.610 Unit members shall be granted a leave with pay, if called, in a manner prescribed by law, to serve as a witness in Court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the unit member.

ARTICLE 3: LEAVES – continued

3.620 The unit member shall notify the District as soon as possible after being officially called. The unit member shall receive the regular salary and shall sign over to the District any fees received, except for travel, meals, or parking allowance.

3.700 Jury Leave

3.710 Unit members shall be granted a leave of absence to serve as a juror, if called in a manner prescribed by law.

3.720 The unit member shall notify the District as soon as possible after receiving the official notice of jury service.

3.730 The unit member shall receive regular salary and shall assign to the District any jury fees or witness fees.

3.740 The unit member shall retain any travel allowance paid by the Court.

3.800 Industrial Accident/Illness

3.810 Purpose

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties.

3.820 Regulations

3.821 Unit members shall be entitled to sixty (60) working days in any one (1) fiscal year for the same industrial accident or industrial illness.

3.822 Leave shall not accumulate from year to year and will commence on the first day of absence.

3.823 Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.

3.824 If the leave occurs at a time when the sixty (60) days overlap into another fiscal year, the unit member shall be entitled to carry over to the next fiscal year only the amount remaining at the end of the fiscal year in which the injury occurred for that same illness or injury.

3.825 The District may grant additional time beyond the sixty (60) days established in this contract when the District deems such leave appropriate.

3.826 Payment for wages lost on any day shall not, when added to an award granted the unit member under Worker's Compensation laws, exceed the normal wage of the unit member. During industrial accident/illness leave, the unit member shall endorse to the District the temporary disability indemnity check received from Worker's Compensation because of the accident or illness. The District shall, in return, issue for the unit member the appropriate salary warrants for

ARTICLE 3: **LEAVES – continued**

payment of the unit member’s salary and shall make all normal retirement and authorized contributions and deductions.

3.827 Unless the District authorized otherwise, the unit member shall, during the period of illness or injury, remain within the State of California unless travel is required by the unit member’s doctor to treat the diagnosed illness or injury.

3.900 Sabbatical Leave

3.910 Purpose

Unit members may be granted a leave of absence in any school year for professional study, research or travel which help achieve the District’s goals.

3.920 Eligibility

Unit members meeting the following criteria may be granted a sabbatical leave once in every seven (7) years: a) permanency status; b) under sixty (60) years of age; c) possession of a valid regular California Credential; and d) completion of seven (7) years of successful service in the District.

3.930 Duration

The sabbatical leave shall not be granted for more than one (1) full school year; a school year begins on July 1 and ends June 30.

3.940 Availability

3.941 A maximum one percent (1%) of the total certificated staff may be on sabbatical leave in one (1) school year.

3.942 If more than the available quota apply, preference shall be given on the basis of quality of the project presented, quality of service to the District and seniority in the District.

3.950 Applications

3.951 The District shall supply the application forms for sabbatical leaves through the Human Resources Division.

3.952 Forms must be submitted to the Human Resources Division by April 1 of each school year. This date shall be known hereinafter as the Sabbatical Leave Application Deadline.

3.953 The Human Resources Division shall verify the eligibility of the application status of each requested leave, as stipulated in 3.920 “Eligibility”. Applications which do not qualify shall be returned to the interested unit members. Qualifying applicants shall be forwarded to the Sabbatical Leave Application Panel outlined in 3.954.

ARTICLE 3: **LEAVES – continued**

3.954 The Sabbatical Leave Application Panel shall be composed of five (5) members. The membership of the panel shall consist of three (3) tenured teachers appointed by the Association and two (2) administrators selected by the Superintendent or designee. The Panel shall review all qualifying applications and forward them to the Superintendent with a recommendation for approval or denial. The Superintendent or designee shall serve as Chairperson of the Panel.

3.955 The Superintendent shall make recommendations to the Board of Education for final approval or denial no later than the first regularly scheduled meeting in March of each year preceding the beginning of the school year in which the leave is requested. Applicants shall be notified soon thereafter of the Board's decision.

3.956 The unit member who receives a sabbatical leave may request the leave be canceled and return to District service. Such a request may be granted prior to the effective date of the leave or a semester break, provided a vacancy exists for which the unit member qualifies.

3.960 Compensation

Unit members who receive a sabbatical leave approval shall receive fifty percent (50%) of the regular salary which would have been received, if continued service had been rendered. Compensation shall be contingent upon successful completion of the terms of sabbatical leave approval.

3.970 Method of Compensation

3.971 Unit members on sabbatical leave shall receive monthly warrants at the same intervals as other full-time unit members.

3.972 The unit member shall post a suitable bond guaranteeing a return to the service of the District for a two (2) year period following the completion of the leave.

3.973 The conditions of the bond shall be subject to State Education Codes, regulations of the State Board of Education and the Orange County Superintendent of Schools.

3.980 Employee Status

3.981 Sabbatical leave shall count toward the unit member's retirement pursuant to the rules and regulations of S.T.R.S. The annuity contributions shall be deducted from the salary warrant in the usual manner.

3.982 Sabbatical leave shall count as a regular period of service and shall not interrupt the unit member's progress on the salary schedule. Such a leave shall not affect, in any way, the unit member's permanent status.

3.983 Should the unit member become ill and unable to pursue the sabbatical leave project, the unit member may request the cancellation of the leave and ask for reinstatement on an illness leave basis, for the remainder of the school year.

ARTICLE 3: **LEAVES – continued**

After reinstatement, should the unit member recover health sufficiently to return to service, a request for assignment to the position classification held prior to the leave shall be honored if such an opening becomes available for the balance of that year.

3.990 Return from Sabbatical Leave

- 3.991 Upon return from a sabbatical leave, the unit member shall be reinstated to the position held at the time the leave was granted. For purposes of this provision, a “position” shall mean school or work location, elementary grade level or secondary department.
- 3.992 If the unit member requests a transfer to be effective upon return to service, such request shall be initiated and treated in the manner prescribed in the provisions of this agreement (Article 4.100 - 4.300).
- 3.993 No later than thirty (30) days after return to active duty, the unit member shall file with the District Superintendent or designee a written report to include: detailed data as to the activities of the unit member, together with the unit member’s appraisal of the professional value of the experience gained on leave and the manner in which such experience or knowledge gained may be used for the benefit of the District, its staff and its students.
- 3.994 Transcripts of college and university work completed shall be supplied to the District.
- 3.995 The unit member’s report shall be submitted to the Superintendent and filed in the unit member’s permanent personnel file.

3.1000 Other Leaves With Pay

3.1010 Professional Conference Program Participation

Unit members who are invited to participate in an educational conference program of the State Board of Education or approved state or national professional association may be excused from District duties in order to attend. Approval of such leave may be granted by the Superintendent or designee.

3.1020 Appointment of Election to Service Club Office

Unit members who are appointed or elected to an office in a recognized Orange Community Service Club organization, may be absent for such purposes from District duties for not more than three (3) non-cumulative days of paid leave per school year. The unit member must receive prior written approval of the Superintendent or designee before taking said leave. If more than three (3) days per year of paid leave are required, prior approval of the Board of Education shall be necessary.

ARTICLE 3: LEAVES – continued

3.1030 Governmental Declaration of Emergency

Unit members shall be provided leave with pay when ordered by a governmental authority through a declaration of emergency that the unit member is prevented from reporting to his/her work location. Unit members shall notify the District as soon as possible when this leave is required and shall provide a copy of the official order.

3.1040 Military Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

3.2000 Miscellaneous Leaves Without Pay

Except as provided otherwise, leaves without pay or any other benefits or elements of employment status may be granted unit members in accordance with the provisions of this section. Unit members may purchase through the District the same health, dental, vision and life benefits at the same rate afforded active unit members.

3.2010 Non-Educational Conference Attendance

Unit members may be granted a maximum of three (3) non-cumulative days of leave without pay per school year for non-educational conference attendance, for example: church, service clubs, etc. Unit members shall submit requests to attend such conferences ten (10) working days in advance to the immediate supervisor and to the Superintendent or designee.

3.2020 National Voluntary Service Leave

Unit members may be granted up to two (2) years leave to join Peace Corps, VISTA, National Teachers' Corps or any national voluntary service organization whose program is approved by the State Department of Education. Time spent on such a leave shall count toward salary advancement and seniority, but shall not include any other benefits or elements of employment status. Only permanent unit members may be granted more than one such leave in every seven (7) years.

3.2030 Personal Leave

3.2031 Unit members shall be granted leave without pay for up to one (1) year in length upon submission of such leave request to the Superintendent or designee if such request fulfills the following criteria and provided the District can be assured of an adequate replacement teacher and that the timing of such leave will be arranged to provide continuity in the educational program.

- a. The unit member has not had an unpaid leave for a five (5) year period.
- b. The leave is for one of the following reasons:
 - 1) A compelling family need (as determined by the unit member);

ARTICLE 3:

LEAVES – continued

- 2) It is related to a need for rest and recuperation;
 - 3) It is for the purpose of teaching in a foreign country or another state as an exchange teacher;
 - 4) For professional study or research;
 - 5) Travel related to a teaching assignment;
 - 6) Care of a member of the immediate family who is ill;
 - 7) Personal business.
- c. Leaves under this provision will be limited to a maximum of two (2) years in length.

3.2032 Unit members may be granted unpaid leave for up to one (1) year in length for other personal reasons. Leave requests must be submitted to the Superintendent or designee for approval or denial. Additional years may be granted upon request.

3.2033 Emergency Leave

Unit members who have had a personal leave within the provisions of 3.2031 and have exhausted provisions of personal necessity leave may request from the Superintendent or designee additional unpaid personal emergency leave, up to 30 days in length.

3.2040 Medical Leave

Upon request, unit members shall receive medical leave without pay in units of a semester duration up to one year in length. The District may require verification of a medical disability by a District-appointed physician or licensed practitioner at District expense. Such leave will be granted with the current health, dental, vision and life benefits.

3.2041 A unit member may not exceed a total of two (2) years medical leave benefits unless their claim is under STRS consideration.

3.2042 An extension of the medical leave shall be granted to a unit member who has filed for STRS disability and whose claim is under consideration and a unit member shall receive up to an additional full year of medical leave benefits if the unit member can reasonably be expected to return to work as verified by the attending physician and the District-appointed physician or licensed health advisor.

3.2043 In the event of a dispute between the two physicians in 3.2042, a third physician mutually agreed upon by the unit member and the District shall be consulted, and whose decision shall be binding on both parties.

ARTICLE 3: **LEAVES – continued**

3.2044 Unit members taking leave under Section 3.2040 also may be eligible for a medical leave pursuant to Section 3.2060. If leave is taken under Section 3.2040, which also qualifies as medical leave under Section 3.2060, such leaves shall run concurrently.

3.2050 Salary Advancement Credit

Advancement on the salary schedule shall be based upon the number of days the unit member is in paid status. That number of days shall not be less than 75% of the school year which is in session.

3.2060 Family Care and Medical Leave

3.2061 Eligibility

Any employee who has served the District more than 12 months and who has at least 1,250 hours of service with the District during the previous 12-month period, shall be eligible to take unpaid family care or medical leave under the provisions of this Administrative Regulation. Family care and medical leave may be used for the following reasons:

- a. Because of the birth of the employee’s child, and in order to care for the child.
- b. Because of the placement of a child with the employee for foster care or in connection with the employee’s adoption of the child.
- c. To care for the employee’s immediate family member with a serious health condition.
- d. Because of the employee’s own serious health condition that makes the employee unable to perform the functions of his/her position.

3.2062 Definitions

For purpose of this Administrative Regulation, “child” means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

“Parent” means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to an employee when the employee was a child.

“Immediate family” as defined in the Collective Bargaining Agreement Section 3.330.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves either: inpatient care in a hospital, hospice or

ARTICLE 3:

LEAVES – continued

residential health care facility; or continuing treatment or continuing supervision by a health care provider.

3.2063 Duration of Leave

Family care and medical leave shall not exceed 12 workweeks during any 12-month period. The 12-month period for calculating leave entitlement shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the 12 weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

3.2064 Terms of Leave

During the period of family care or medical leave, the employee shall use his/her other accrued time off, or any other paid or unpaid time off negotiated with the District.

If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave and/or differential leave during the period of the leave taken pursuant to this Administrative Regulation.

3.2065 Maintenance of Benefits

During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.

The District may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state or federal law or other circumstances beyond the control of the employee.

3.2066 Advance Notice of Leave

If an employee learns of the need for family care or medical leave more than 30 days before the leave is to begin, he/she shall give the District at least 30 days

ARTICLE 3:

LEAVES – continued

advance notice or as soon as practical. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.

3.2067 Certifications

An employee's request for leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

- a. The date, if known, on which the serious health condition began; and
- b. The probable duration of the condition.

In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave.

In any case in which the District has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the District may require the opinion of a second and third health care provider consistent with state and federal law.

3.2068 Reinstatement/Non-Discrimination

Upon granting an employee's request for family care or medical leave, the District shall reinstate the employee in the same or a comparable position when the leave ends to the extent required by law.

3.2069 Notifications

In accordance with law, the District shall notify employees of their right to request family care and medical leave.

ARTICLE 3: LEAVES – continued

3.3000 Rights Upon Return

An employee on a leave and replaced by a substitute may be returned to the assigned position held prior to taking a leave if circumstances permit or, upon consent of the employee, to another vacant position for which the employee is qualified. Upon notification of the employee's intent to return, the employer shall inform the employee of current position vacancies. If conditions permit, the employee may be assigned to a position similar to that held prior to leave. Until the time the employee is reassigned from leave status, the employee may apply for reassignment to any vacancy, and may indicate preferences to the Human Resources Office for reassignment beyond current vacancies. The employee shall be notified of reassignment from leave status as soon as such reassignment is made by the Human Resources Office. Leaves of absence as specified in this Article shall be limited to tenured teachers in the District with the following exceptions: sick leave, court summons leave, jury leave, maternity leave, bereavement leave and industrial accident/illness leave.

ARTICLE 4: TRANSFERS

4.100 Definition

4.110 Transfer

A transfer is a change in school or work site but within a position classification in a field covered by the unit member's credentials. All transfers shall be made for just cause.

4.120 Seniority

For the purpose of this transfer section, the term seniority shall be defined as the first date of paid service as defined by the Education Code for lay off purposes. The District shall maintain a current seniority list.

4.130 For purposes of this section, any administrative person who is reassigned to a unit position shall have equal rights and opportunities for transfer under these provisions when being reassigned into the bargaining unit.

4.200 Voluntary Transfer Requests

4.210 A listing of all certificated vacancies including special requirements for that vacancy as established at the school site for which the District will be interviewing, shall be posted on the District Website. Available positions will remain posted until their close dates. Sites will post signs indicating the District Website Internet address in a prominent location accessible to staff. Non-teacher site personnel will print and post position vacancies as they occur in a conspicuous place in all school buildings.

4.220 Said posting(s) shall specify a reasonable deadline date for filing requests for transfer and such vacancies shall not be filled prior to the expiration of the aforesaid deadline date.

4.230 Unit members shall be permitted to request transfers to any position within their classification and credential. Voluntary transfers to vacancies shall be made on the following basis:

4.231 The educational welfare of pupils.

4.232 The qualifications of the staff member as compared to the requirements of the position.

4.233 When the qualifications set forth in the vacancy posting are deemed equal, then seniority, as defined above, shall be used to break ties.

4.234 A record shall be maintained which would demonstrate the basis for making a selection of the employee(s) filling vacancy(s). Such record shall be maintained for a period of 25 days following the filling of the position.

ARTICLE 4: **TRANSFERS – continued**

- 4.240 Permanent unit members may request a voluntary transfer to a specific posted vacancy within the posted time limit on the vacancy notice. Transfer requests must be on District forms.
- 4.241 The request shall be valid until the posted position is filled or not needed.
- 4.242 Transfer forms shall be made available at the District Office, the Human Resources Division, or from the on site administrator's office.
- 4.243 The transfer request shall bear the signature of the unit member's present administrator. Such signature is an acknowledgment only that the administrator has been informed of the unit member's desire for transfer consideration.
- 4.244 The unit member shall receive a signed and dated copy of the transfer request.
- 4.245 Transfer requests may be withdrawn by the unit member at any time.
- 4.246 Voluntary transfers shall not be made later than the tenth (10) day of student attendance following the first (1) day of classes of the applicable school term without the mutual consent of the unit member and the district. This provision shall apply equally to unit members in both the traditional and year-round programs. Unit members in the year-round program shall not be denied the right to voluntarily transfer into the traditional program after the start of year-round calendar, as long as they have complied with the provisions of this Article.
- 4.247 Unit members who have submitted transfer requests for two (2) consecutive years, and have not obtained a transfer, may request an individual conference with the Superintendent or designee and receive reasons why a specific transfer, for which the applicant interviewed, has been denied. The unit member may have an Association representative present.
- 4.248 Unit members assigned to middle schools will receive first preference for any vacancies which occur during mid-year at the senior high school level.
- 4.249 Those employees applying for transfer who have the appropriate credential will be given an interview.

4.300 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one school year, providing there is agreement with the involved site and Human Resources administrators and the exchange unit members. At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the exchanged unit members.

4.400 Involuntary Transfers

4.410 No unit members shall be involuntarily transferred if another unit member at that work location volunteers and is subsequently transferred. Should a vacancy occur at the same work location for which the unit member to be involuntarily transferred is qualified, no involuntary transfer shall be made.

ARTICLE 4: TRANSFERS – continued

4.420 Involuntary transfers may be made for the following purposes: the balancing of certificated staff of the District or a school by considering the necessity of factors such as experience, race, ethnic background, sex, age, and English as a second language; a change of enrollment necessitating addition, transfer or deletion of staff; and the improved efficiency of the District. The District will not involuntarily transfer a unit member in an arbitrary or capricious manner, or without a reasonable basis in fact.

4.430 When selecting unit members to be involuntarily transferred, the selection by the District shall be based upon:

4.431 The purposes as stated in 4.420;

4.432 The unit member’s area of competence, including experience in the subject area, credential, major and minor area of study, and the qualifications of the staff member as compared to the requirements of the position.

4.433 When the above are equal when applied to two (2) or more potential transferees, then the deciding factor shall be seniority in the District.

4.440 The building administrator shall utilize the following criteria when identifying unit members for potential involuntary transfer:

Step 1:

The principal/supervisor shall identify the grade/department to be reduced. The principal/ supervisor shall make a written request of all unit members, through the daily bulletin, asking if they would volunteer to be involuntarily transferred. If there are volunteers, they shall be transferred.

Step 2:

If there are no volunteers, the principal/supervisor shall determine which person in the grade/department to be reduced has least seniority in Orange Unified School District.

Step 3:

The unit member identified above shall be transferred unless he/she has experience in the District in another grade/department. He/she can “bump” a person with less seniority. This process can be repeated several times.

Step 4:

Involuntary transfers shall be determined by the foregoing steps, except, if a principal/supervisor designates yearbook, school newspaper, activities director, coach of an athletic team, pep squad, and the following specialized instructional programs for which additional related training was completed:

- a. International Baccalaureate
- b. Advanced Placement/Honors

ARTICLE 4: TRANSFERS – continued

- c. Academy
- d. Computers/Technology
- e. ESL

If this selection alters the process outlined above, then these steps shall be followed:

- a. First, no more than three (3) unit members teaching in the same grade or department, which is designated to be subject to involuntary transfer, may be declared to provide a unique service. When a unit member, who provides the unique service is designated for transfer by step 2 above, then the following steps (b-d) shall apply:
- b. Every unit member at the site affected would receive a written notice through the daily bulletin asking if they would like to perform the designated unique service.
- c. If, there is a qualified* volunteer, then the volunteer shall perform the unique service and the least senior employee as determined by Step 2 above shall be transferred.
- d. If no volunteer can be found, then the more senior employee not designated to provide the unique service shall be transferred.

*A qualified volunteer is one who has or can demonstrate competence for the position or who has requisite paper certification or confirmation of an ability to perform the service.

- 4.450 If an involuntary transfer is deemed necessary, the unit member designated for transfer shall be given a choice of all open positions in the District which qualify under the criteria in 4.430 above. The unit member may request the positions, in order of preference, to which the unit member desires to be transferred.
- 4.451 Unit members who are involuntarily transferred for any reason outlined in this Agreement and, once having selected a building assignment at the new location, shall not have their teaching assignment altered in any manner during the first school year following said involuntary transfer, unless requested by the unit member or, unless it is administratively impossible to maintain the position as selected.
- 4.452 If the building administrator/ supervisor of a building deems it necessary to alter the selected assignment, the District shall send written notification to the affected member and the Association as soon as possible, outlining the need to make the change. No change shall be made until the affected member and his/her representative has had the opportunity to meet and discuss the necessity for the change.
- 4.453 The unit member or the Association must contact the supervisor within ten (10) days following the date of the notification outlined in 4.452 and no later than

ARTICLE 4: **TRANSFERS – continued**

five (5) days before the opening of school. The notice shall be mailed in a timely manner to allow a reasonable time for the unit member and/or Association to respond.

- 4.460 A unit member subject to an involuntary transfer may request a meeting with the Superintendent or designee(s) and the immediate supervisor at which time the unit member shall be notified in writing of the reasons for said transfer. The unit member shall be given an opportunity to discuss alternate methods for meeting the needs of the District. The unit member may have an Association representative present at such meeting.
- 4.470 The District shall place a form letter in the personnel file of the involuntarily transferred unit member stating the reasons for the transfer and that the transfer in no way is intended to suggest or imply unsatisfactory performance of that unit member. A signed copy of that letter shall be given to the unit member.
- 4.480 Upon written request, a unit member affected by an involuntary transfer shall have the first right to return to the position from which he/she was transferred, should such a vacancy exist.
 - 4.481 Said right shall not exist beyond the school year subsequent to the year in which the involuntary transfer took place.
 - 4.482 Should the unit member still desire to be returned to the previous position, the written request shall be reviewed and first consideration shall be given to the transferee.
 - 4.483 “Position” in 4.480 herein, is to mean school or work location.

Unit members shall not be involuntarily transferred in two (2) consecutive school years.

- 4.490 a. Unit members, who are involuntarily transferred at the beginning of, or during, the school year, shall be granted upon request, at least two (2), or as many as three (3), school days release time to effect the change. The Superintendent or designee shall handle such requests. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.
- b. When an involuntary transfer takes place transferring a unit member from secondary to elementary or elementary to secondary, the District will provide for additional non-student days for the unit member in order to take advantage of inservice opportunities, as mutually determined by the District and unit member.
- c. Unit members who are involuntarily reassigned to a different classroom within the same school/worksites during the school year shall be granted, upon request, two (2) days release time to effect the change. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.

ARTICLE 4: TRANSFERS – continued

d. Change of Assignment

Unit members who are involuntarily reassigned to a different classroom, different teaching assignment, or whose student assignment undergoes a significant change (i.e.: 30% or more of class composition is new to the teacher) at the same school/worksite during the school year shall be granted, upon request, two (2) days release time to effect the change. The unit member may be given 12 hours at the miscellaneous hourly rate to effect the change in lieu of the two (2) days release time. The District shall provide assistance from non-teacher personnel for packing and transporting of the materials of the unit member, equipment, books and supplies. The use of such time shall be arranged with the building principal.

4.500 Administrative Transfer

4.510 A transfer may be made by the District for any of the following reasons:

4.511 To provide opportunity to evaluate a unit member in a different school or location subsequent to an overall unsatisfactory evaluation;

4.512 To improve learning conditions;

4.513 To enhance betterment of the school/District.

4.520 Unit members, who are administratively transferred at the beginning of, or during, the school year, shall be granted upon request, at least two (2), or as many as three (3), school days released time to effect the change. The Superintendent or designee shall handle such requests. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.

4.530 When an administrative transfer takes place transferring a unit member from secondary to elementary or elementary to secondary, the District will provide for additional non-student days for the unit member in order to take advantage of inservice opportunities, as mutually determined by the District and unit member.

4.540 Unit members transferred by the administrative transfer provision of this contract may request, and shall receive, a written statement containing the basis for transfer. Unit members may request, and shall be granted, a meeting with the Superintendent or designee to discuss the proposed transfer.

The unit member shall be permitted to have an Association representative present.

4.600 Involuntary Transfer/Paycheck Schedule

The District shall make every effort to see that unit members who are involuntarily transferred from the Year-Round Program to the Traditional Program, or vice-versa, due to an involuntary transfer pursuant to the provisions of Articles 4.400, 4.500 or 4.700, do not suffer an interruption of the scheduled receipt of paychecks different from that which would have occurred had the involuntary transfer not taken place. If it appears there will be an interruption due to processing requirements or problems with the County Department of Education, the District shall attempt to provide a paycheck from its accounts to prevent the interruption.

ARTICLE 4: TRANSFERS – continued

4.700 Layoff and Reassignment

4.710 Reassignment

4.711 For purposes of this provision, “reassignment” shall be defined as a change to a different program and/or a movement from one work site to another work site which results from certificated layoffs pursuant to Education Code Section 44955 and which may be necessary to assure the retention of certificated unit members with seniority greater than those being laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District’s obligation to reassign pursuant to the Education Code.

4.712 Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment within ten (10) calendar days of the effective date of such reassignment; and in addition, upon request, will be entitled to a conference with the Superintendent or designee regarding the reassignment, at which time the unit member will be provided with the reason(s) for the reassignment and with the opportunity to discuss such.

4.720 Reassignment Due to Program Reduction/ Elimination

Unit members who are serving in a position of counselor, media specialist, psychologist, elementary music teacher, or school nurse, shall be reassigned to a teaching position should a reduction in any of these positions be required pursuant to provisions of the Education Code. Should a reduction be required, unit members, serving in any of the positions listed in this provision, shall be reassigned to teaching positions, with the least senior unit member (see below) within the area to be reduced being reassigned first. Unit members so reassigned shall be maintained on a list for two school years for possible recall to the position they previously held, in inverse order of their reassignment, should a vacancy occur or a newly created position be established in their former area of service. In accordance with provisions in the Education Code, it is understood that if there is to be a District-wide layoff in conjunction with program or position reduction(s) that temporary unit members shall be laid off prior to any layoff of probationary or permanent unit members.

The term “seniority,” as used within this provision (i.e. based upon service within a position), only applies to this provision (4.720) and then, only applies to effect the reassignment out of the positions listed herein and to guarantee the recall rights of unit members to those positions previously held prior to position reduction. In all other provisions of this agreement and by all other understandings and agreements of the parties established by past practice, the term “seniority” shall mean seniority within the District, as described in Article 4.120.

4.730 Layoff

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the

ARTICLE 4: TRANSFERS – continued

decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

4.800 School Closure Transfers

- 4.810 The District shall provide supplies for moving materials and will provide assistance from non-teaching personnel for packing and transporting materials per section 4.490 of the agreement.
- 4.820 The above services shall be provided at both the closed school and the receiving school.
- 4.830 Unit members from the closed school shall be given up to 12 hours at the miscellaneous hourly rate to effect the move and relocation of supplies and materials. The use of such time shall be arranged with the building principals. The unit member shall be responsible for the supervision of the packing, labeling and, when appropriate, unpacking of all items in their classroom which are to be transferred to the receiving site.
- 4.840 Unit members at the receiving site shall be given up to 12 hours of time at the miscellaneous hourly rate to effect room relocation. Use of such time to be arranged with the building principal.
- 4.850 The District Department Chair, the School Department Chair and the Categorical Manager if appropriate, shall be responsible for supervising the distribution of equipment and supplies.
- 4.860 The District Department Chair shall be given up to 12 hours at the miscellaneous hourly rate to effect the relocation of equipment and supplies. Such time shall be arranged with the Director of Instruction.
- 4.870 The District will request parents at the closed school to designate their school of attendance for the coming school year by no later than May 15th. District staff will develop class lists as usual for the coming school year.
- 4.880 Involuntary transfers of unit members will be identified by the existing schools per Section 4.400 of the agreement during this school year.
- 4.890 In the event a unit member from the closed school does not wish to be involuntarily transferred to the receiving school, they may volunteer to be involuntarily transferred and will participate in the involuntary transfer site selection pool.

4.900 School Closure Transfer/Stipended Positions

- 4.910 The School Department Chair at the closed school and the receiving school(s) shall be given up to 12 hours at the miscellaneous hourly rate to effect the relocation of equipment and supplies. Such time shall be arranged with the building principal.
- 4.920 In the case of school closures, principals at schools receiving the faculty from closed school sites shall determine which unit members shall be appointed to stipend positions including department chairs and coaching positions. Selection of stipend positions for

ARTICLE 4: TRANSFERS – continued

unit members shall be in direct proportion to the percentage of new students being brought into the school site as a result of school closure. This percentage guarantee shall exist for one year only. In the event there is only one applicant for a stipend position, the individual who has applied shall receive the position. Further, the principal's selection of stipend head coaching positions shall be made in a similar manner. Unit members at the school site shall receive priority consideration for stipend positions. No walk-on coaches shall fill positions if there is an on-site unit member who wants to fill the position.

4.930 Any candidate not selected for a stipend position may request an individual conference with the Superintendent or his/her designee and receive specific reasons, in writing, why he/she was not selected for the stipend position. The unit member may have an Association representative present. If a candidate who was denied a stipend appointment believes the denial was arbitrary or capricious, that candidate may file a grievance at Level II of the grievance procedure.

A candidate not receiving an appointment shall have first opportunity at extra pay positions for the school year immediately following the school's closure.

4.1000 Staff/Program Relocation Transfer

Unit members who are transferred due to program relocation shall receive up to sixteen (16) hours at miscellaneous hourly rate to effect the move and relocation of supplies and materials. Further, each unit member so transferred shall receive the assistance of non-teacher personnel for packing and transporting supplies and materials of the unit member.

4.1100 School District Restructuring/Reorganization Transfers

The District and the Association will negotiate the impact on the mandatory subjects of bargaining of any school district restructuring or reorganization concurrent with the implementation of any restructuring and/or reorganization.

ARTICLE 5: SAFETY CONDITIONS

5.100 Dangerous Working Conditions

5.105 The District shall make a good faith effort to not allow maintenance or construction projects which will affect a teacher's ability to administer the curriculum without at least a 24-hour notice.

5.110 Unit members shall be responsible for making a written report to the immediate supervisor regarding any unsafe, hazardous, unhealthy, or potentially dangerous working conditions. If the danger is immediate, an oral report shall be sufficient. If such a report is properly registered with and verified by the supervisor, the condition causing the hazardous, dangerous or unsafe working condition, if possible, shall be removed as soon as feasible. If this is not possible, the unit member shall be relocated in a non-hazardous work location.

The District shall provide a written statement to the affected unit member within four (4) days following receipt of the report which indicates the status of the complaint with possible solutions and/or estimated timelines.

5.120 Unit members will not be required to operate laboratory or industrial arts classes in environments that pose a safety or health hazard to themselves or their students. Teachers will file a report with recommendations to correct the hazards with their immediate supervisors. Immediate steps shall be taken to remove the hazard.

5.130 Teachers may, with the principal's knowledge, temporarily limit a student's participation in hazardous activities if they cannot demonstrate safe and proper use of equipment and/or materials.

The District shall provide alternative instruction to prepare the student for safe and knowledgeable use of the equipment and materials.

The District shall be responsible for providing the instruction and/or learning materials for the student if the student is bilingual.

5.140 Unit members who work in isolated work site(s) or locations shall have an alarm/communication (telephone) device which will permit the unit member(s) to contact their administrator or other appropriate personnel in case of emergency. In addition, a unit member(s) assigned to a Special Education Program and located in an isolated location shall be assigned the equivalent of a full-time aide.

5.150 The District shall comply with all appropriate California safety and health requirements. Upon written notification of any deficiencies, the District shall take appropriate action to remedy the condition.

5.200 Worker's Compensation Report

Upon request, the Association shall be provided a comprehensive report of all unit member Worker's Compensation claims reported to the District.

ARTICLE 5: SAFETY CONDITIONS – continued

5.300 Student Control

5.310 Within the scope of employment, a unit member may use the amount of physical control over pupils which is reasonably necessary to maintain order, to protect oneself, to protect property, to protect the health and safety of pupils or to maintain reasonable, proper, and appropriate conditions which are conducive to learning.

5.320 Referrals for Discipline

Students sent to the office with a discipline referral shall not be readmitted to class without a signed readmission slip or note from the administration. Within three (3) working days, except in emergencies, the administration shall respond in writing as to action(s) taken regarding the disciplinary referral.

5.330 Verbal and Physical Abuse

Unit members shall immediately report cases of assault or verbal abuse suffered by them in connection with their employment to the principal or other immediate supervisor and to the local police department. Such notification shall be immediately forwarded to the Superintendent or designee. The Superintendent or designee shall act in appropriate ways as liaison among the unit member, the police, and the courts.

The District shall take appropriate action whenever a unit member, while acting within the scope of assigned duties, is willfully, verbally, physically attacked, or harassed by another person or persons.

5.400 Personal Property Loss/Reimbursement

5.410 Provided the loss is in excess of thirty dollars (\$30.00), which is not caused by unit members' negligence, the District shall reimburse a unit member in an amount no greater than the replacement value, up to four hundred dollars (\$400.00), for any theft, damage, or destruction of personal property of the unit member while on duty in the school, on the school premises, or on a school sponsored activity. If the loss is in excess of thirty dollars (\$30.00), which the District shall reimburse unit members up to a maximum of seven hundred fifty dollars (\$750.00), for any damage to the unit member's vehicle while on duty in the school, on the school premises, or on a school sponsored activity. A unit member may petition the District for reimbursement beyond the stated limits and the Superintendent or designee will review each request and exercise his/her discretion on each case.

5.420 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches, purses, or articles of clothing, or a vehicle which is damaged while legally parked on or adjacent to school property during normal working hours or when used in specific assignments made by the immediate supervisor. Other property damage, including cell phones, will be reimbursed only if it is equipment used for educational purposes, and prior to such use, the immediate supervisor provides written approval, and in addition, the equipment is registered with the immediate supervisor. Such registration shall consist of a record of the following information: a description of the equipment, including any serial or model number, manufacturer name and brand;

ARTICLE 5: SAFETY CONDITIONS – continued

and agreed upon replacement value; and the length of time such equipment will be allowed at the school site and covered by the reimbursement provision.

5.421 The District will make a good faith effort to provide secure locations/cabinets where materials/personal property for classroom use can be secured.

5.430 A unit member filing a claim pursuant to this section shall file said claim on the District prepared claim form no later than fifteen (15) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and serial numbers of damaged or stolen property.

5.440 In case of theft, a police report of the incident shall be made prior to consideration of any reimbursement.

5.450 In the event unit members are reimbursed pursuant to this section, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged or stolen property. The District may file and prosecute an action to enforce its subrogation right in the small claims court if the amount of the claim is within the court monetary jurisdiction or may enforce its subrogation right in any other court of competent jurisdiction.

5.460 During times of disaster, unit members' responsibilities shall be as mutually agreed upon in the District's Disaster Preparedness Plan.

5.500 Employee Identification Badges

In order to provide easy identification and to increase safety and security, all unit members shall wear identification badges supplied by the District. Identification badges are to be worn during hours in paid status including hours when visiting other OUSD work sites during hours in paid service. Badges are to be displayed at or above the waist in a way that they may be easily recognized. Badges will be affixed using the OUSD-supplied clip or neck lanyard chosen by the employee. No other information will be displayed on identification badges, clips, or lanyards. A replacement fee of \$5.00 may be assessed for lost badges due to negligence. Damaged badges will be replaced free of charge. Upon separation from the District, unit members will be required to turn in their identification badge.

ARTICLE 6: **HOURS**

6.100 The work day for full-time unit members shall consist of the regular hours and duties which were normally in existence District-wide at the time of the execution of this Agreement which among other items includes (1) the time required to prepare for and implement appropriate educational strategies; (2) a minimum on-site time of no more than 30 minutes prior to the time pupils normally begin classes; and (3) a reasonable amount of time after the regular release time of pupils which is necessary to complete those duties and responsibilities which require a unit member to be at the work site.

6.110 The OUEA and the OUSD will investigate complaints of unit members who contend that building site administrators are imposing requirements through scheduling or otherwise, which would cause an increase in the workday beyond the established past practice for the site and/or this Agreement.

6.200 The work day for part-time unit members shall be determined on a prorated basis.

6.300 Unit members who are elementary teachers shall observe a work day which is uniform at each elementary school work site, except that individual unit members may voluntarily arrange with the site administrator a preparation period in the morning portion of the work day. Unit members who arrange such morning preparation periods must attend all faculty and grade level meetings requested by the site administrator as set forth in Section 6.310 below.

6.310 Elementary unit members shall not be required to attend more than one hundred twenty (120) minutes monthly of faculty, grade level curriculum and/or department meetings. Additional meeting time required beyond the monthly one hundred twenty (120) minutes shall be compensated at the miscellaneous hourly rate of pay.

The District and OUEA affirm that staff meeting dates for the year shall be mutually determined by the staff and the site/department administrator at the beginning of the school year. This determination shall include the specific dates and times of meetings for that year. Off-schedule meetings may be conducted in unusual situations determined by the site administrator. Meetings shall be conducted in an orderly manner utilizing a written agenda for the meeting.

6.400 The work schedule for unit members with assignments requiring travel shall be determined by the unit member's immediate supervisor subsequent to the advice of the unit members involved, provided that such work schedules shall not exceed those of the regular classroom teacher.

6.500 Each full-time unit member will receive a minimum thirty (30) minute duty-free lunch period per day, plus an adequate amount of time as scheduled by the school management in order to provide traveling to and returning from the established lunching area.

6.600 Teacher Preparation Time

6.610 Preparation time shall be that portion of the day which is set aside for the purposes of: preparation of and planning for instructional strategies to be used in the teaching process; staff development; or other school-related activities which the principal and staff determine to be viable use of time. If a teacher wishes to have a preparation period

ARTICLE 6: HOURS – continued

scheduled on parent conference days, the teacher shall so notify the principal prior to the establishment of the master conference schedule in sufficient time to establish the preparation period.

- 6.620 Except for driver education teachers, full-time classroom teachers shall be provided with the equivalent of weekly preparation periods as follows: elementary level--five (5) periods of forty (40) minutes duration; middle school level--five (5) periods of forty-five (45) minutes duration; senior high level-- five (5) periods of fifty (50) minutes duration.
- 6.621 The OUSD and the OUEA agree that the intent of Article 6 Section 6.620 is to provide unit members with a conference period consistent with past practice. Further that counselors, media specialists, and work experience coordinators shall have conference periods the same as regular classroom teachers.
- 6.622 It is mutually recognized that unanticipated enrollment may require adding additional teaching periods to resolve staffing and other related class size problems.
- 6.623 The District agrees the secondary conference period, as defined in Article VI, shall only be utilized upon determination by the Superintendent or Assistant Superintendent, Secondary, with prior notification and discussion with OUEA, that reasonable efforts have been made to resolve staffing problems by consideration of alternatives listed in 6.624 below.
- 6.624 There shall be a priority order for adding additional periods to a master schedule. Within a specific subject area, the following alternatives would be considered in the order presented:
- a. Balance classes to avoid additional sections.
 - b. Part-time employees would be given additional periods until they reached the full time status.
 - c. The master schedule would be reviewed with the possibility of rearranging the individual teacher assignments within or among departments.
 - d. Examine the possibility of shared staff among schools using part-time employees from another school.
 - e. Where applicable, create a combination class.
 - f. Employ an additional staff member, even if part time.
 - g. Employ instructional aides.
 - h. Increase the workload of “volunteer” teachers beyond 5/5 at the high school or 6/6 at the middle school.

ARTICLE 6: HOURS – continued

6.630 Unit members assigned to special education assignments may, with the approval of the Superintendent or designee, be granted released time for the purpose of writing IEPs or for conducting IEP conferences.

6.700 The parties will retain the current practice of assigning teachers to pupil supervision responsibilities. Such assignments shall be made at the beginning of each semester. Volunteers will first be sought and then additional assignments, if needed, will be assigned by the site administration on an as-needed basis in a fair and equitable manner.

6.800 Substitute teacher time shall be provided to release unit members to participate in District-approved innovative instructional programs such as School Improvement Program (S.I.P.).

6.900 Unit members will not be required to designate their exact time of arrival at and departure time from the work site; except, however, in cases of observed chronic lateness of arrival or early departure, such unit members can be required to indicate to the site administrator the exact time of arrival at and departure from the work site.

6.1000 INSTRUCTIONAL DAYS/MINUTES

The regular work year for regular classroom teachers shall consist of 185 work days for the 1999-2000 school year and thereafter.

The regular work year for multi-track year round classroom teachers shall consist of 180 work days for the 1999-2000 school year and thereafter.

The teacher instructional time shall be as follows:

6.1110 Kindergarten shall be 185 days of 200 instructional minutes, plus an additional 60 minutes of instructional support at the K-3 level per day, excluding the 10 elementary minimum days. Any teaching assignment must be determined by mutual agreement between the teacher and the building administrator.

6.1120 Grades 1-3 shall be 185 days of 285 instructional minutes per day which include 10 minimum days as prescribed by state law.

6.1130 Grades 4-6 shall be 185 days of 305 instructional minutes per day which include 10 minimum days as prescribed by state law.

6.1140 Grades 7-8 shall be 185 days of 366 instructional minutes per day which include 4 minimum days as prescribed by state law.

6.1150 Grades 9-12 shall be 185 days of 366 instructional minutes per day which include 6 minimum days as prescribed by state law.

6.1160 A minimum instructional day for the purpose of determining student grades shall be scheduled as follows:

- a. At or near the end of the first quarter for all students in grades 1-12.
- b. At or near the end of the second quarter for all students in grades K-8.

ARTICLE 6: **HOURS – continued**

- c. At or near the end of the third quarter for all students grades 1-12.
- d. At or near the end of the fourth quarter for all students grades K-6.
- e. On the last student day of the year in grades K-8.

6.1170 There shall be five (5) minimum instructional days in grades K-6 for parent conferencing after the close of the first quarter. Kindergarten may use these minimum days at the close of the first quarter or the close of the first semester to be mutually agreed upon by the principal and teacher.

6.1180 The District shall make a good faith effort to provide a minimum day for only the required number of consecutive minutes, as required by state law.

6.1190 A minimum day for the purpose of administering final semester examinations at the senior high school shall be scheduled as follows:

- a. The final two instructional days at the end of first semester.
- b. The final two instructional days at the end of second semester.

6.1200 Unit members shall be provided one (1) non-instructional day prior to the opening of school for classroom preparation.

6.1300 Participation by unit members in the outdoor education program shall be voluntary.

6.1310 At the beginning of each school year the District will forward to the appropriate Orange County Department of Education officials written notification of the terms and conditions of this Agreement.

6.1320 The purpose of the notification is to acquaint the Orange County Department of Education with the rights and benefits accorded under this agreement and the District's expectation that these rights and benefits will be maintained while unit members are participating in the outdoor education program.

6.1400 Provisions for R.O.P. unit members shall be according to Article 20.

6.1500 Elementary/Secondary Report Cards

All grade reporting shall be computerized. The District and the Association shall bargain any changes in the elementary and secondary report cards.

A report card committee composed of up to six members, with three members appointed by the District and three members appointed by the Association, is established to meet periodically to address the effectiveness and legal requirements of report cards.

ARTICLE 6: HOURS – continued

This committee shall be charged with the responsibility of reviewing the current report card program, including grade due dates, and making recommendations as appropriate to the bargaining teams.

6.1600 Traditional Year School

Grades are due to the appropriate office by the end of the noon hour on the second working day following the end of the quarter. Fourth quarter grades are due by 3:00 p.m. on the unit member's final work day. Refer to Report Card Committee for modification as needed.

6.1700 Year-Round School

Grades are due to the appropriate office by the end of the noon hour on the last day of the quarter. Fourth quarter grades are due by 3:00 p.m. on the unit member's final workday. Refer to Report Card Committee for modification as needed.

6.1900 It shall be the responsibility of the District to see that there are sufficient qualified substitute teachers available to completely staff the schools at the designated operating level at all times. However, if this is not possible, site administrator or designee is to voluntarily serve as a substitute teacher during their conference period if no regular substitute is available to cover the class.

6.1920 Unit members do not have to accept such substitute assignments and may in no way be penalized for refusing to serve as a substitute.

6.1930 Unit members who accept a substitute assignment under this provision shall be compensated at the miscellaneous hourly rate of pay. Such compensation shall be in addition to the unit member's regular salary. Payment for substitute service shall be included in the unit member's regularly scheduled paycheck.

6.1940 Upon approval of the principal, middle school counselors shall be paid the miscellaneous hourly rate for holding meetings after the normal work day to meet with parents regarding the results of proficiency tests. The limit per middle school shall be five hours per school year, per counselor. Hours will be prorated for those counselors who are employed less than full time.

6.3000 Grading Proficiency Examinations

Unit members shall have the option of using non-work days to serve as readers for grading English proficiency examinations and shall be paid the District's substitute rate. The reading service shall be completed within ten (10) calendar days following administration of the test.

Unit members shall continue to have the right to receive release time during the school day to grade proficiency examinations.

The procedure for implementation of the reading schedule shall be established by the unit members involved with the final plan approved by the building principal.

ARTICLE 7: EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC COMPLAINTS

7.100 All unit members shall be evaluated by a principal, assistant principal, immediate supervisor, or a person with line responsibility who is assigned by the Superintendent or designee to conduct an evaluation. In cases where a unit member is assigned more than one work site, an official evaluator shall be designated by the Superintendent or designee prior to the first day of student attendance.

7.120 No member of the bargaining unit shall effectively evaluate another unit member, except as appropriate in extracurricular activities.

7.200 Frequency

The evaluation and assessment of the performance of unit members shall be made on a continuing basis. Each school year one half of the tenured unit members chosen initially by lot shall be subject to the formal evaluation procedures set forth in this article. The remaining tenured employees may be informally observed in the non-evaluation year and will be formally evaluated in the subsequent year. Notwithstanding the above, any unit member receiving any “unsatisfactory” or “needs improvement” subcategory rating may be required to be formally evaluated each year. In addition, any unit member new to the school or work site due to voluntary transfer, return from any leave of absence will be evaluated their first year at that school or work site. In addition, any unit member new to the school or work site due to involuntary or administrative transfer, or return from leave of absence will be evaluated their first year at that school or work site at the discretion of the administration. Nothing in Article 7 shall be construed to limit the provisions set forth in Article 8 or the right of principals to document performance concerns observed during a non-formal evaluation year.

Any employee may, upon receipt of their evaluation, note in writing any circumstances that may have adversely affected the outcome of his/her evaluation which shall be attached to the formal evaluation.

The sequence of evaluation shall be set forth in the schedule below:

- | | | |
|----|---|--|
| A. | Group and/or individual orientation (Appendix E) given and explained to those scheduled for evaluation. | Twenty (20) working days following employment. |
| B. | Formal observation | By April 30 |
| C. | Evaluation Conference | By May 10 |
| D. | Subsequent Evaluation Conference (if required) | By June 10 |

7.300 The final evaluation summary for regular classroom teachers shall be completed on the evaluation form which is attached as Appendix E and incorporated herein by reference.

ARTICLE 7:

**EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC
COMPLAINTS - continued**

- 7.310 An evaluation committee, composed of up to six members, with three members appointed by the District and three members appointed by the Association, is established to meet periodically to review and revise the current certificated evaluation instruments to comply with the State of California's professional standards. It shall be the task of the committee to report its recommendations, including the format of the observation/evaluation instruments, to the District and to OUEA for final approval and signatures by the Assistant Superintendent, Human Resources for the District and the President of OUEA by May 15, 2004 so that the State Standards may be incorporated into the 2004-2005 evaluation cycle.
- 7.400 Except for counselors, psychologists, media specialists, and nurses, there shall be at least one formal observation meeting scheduled by the evaluator and the unit member being evaluated. All formal observations shall be at least thirty (30) minutes duration. Observations of less than thirty (30) minutes shall be considered informal observations. A conference will be conducted by the evaluator with the unit member within a reasonable period of time following the formal observation. As soon as possible the unit member will be given a written summary of the conference and/or observation. The unit member may request an Association representative to be present at any evaluation conference likely to affect his/her job status.
- 7.500 Except in cases of emergency, failure on the part of the evaluator to comply with the evaluation time limits specified will result in the elimination of the final evaluation form from placement in the personnel file.
- 7.600 Unit members shall not receive an overall needs improvement or unsatisfactory rating unless prior written notification of a need for improvement has been given to the unit member. Once written notification of a need for improvement has been given, tenured unit members shall have a period of thirty (30) calendar days to remediate the area(s) of concern. Only formal evaluations conducted according to this Agreement may be kept in the personnel file.
- 7.700 Personnel Files
- 7.710 Materials in the personnel files of unit members, which may serve as a basis for affecting the status of their employment, shall be made available for the inspection of the person involved. Upon request, unit members shall have the right to obtain a copy of said personnel file materials to be provided within a reasonable period of time. The District may charge the employee for the cost of copying in excess of ten pages per year.
- 7.711 Unit members shall have the right to inspect such materials upon request, provided that the request is made at a time when such unit member is not actually required to render services to the District.
- 7.712 A unit member may have an Association representative present when inspecting the personnel file or may authorize in writing an Association representative to review the file.
- 7.713 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit

ARTICLE 7:

**EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC
COMPLAINTS - continued**

member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

7.714 Inappropriate Materials

If the employee believes that material to be placed in his/her file is inappropriate or in error, the employee may receive adjustment, provided cause is shown by mutual agreement with the principal/supervisor or through the grievance procedure, whereupon, the material will be corrected or expunged from the file.

7.715 Unit members may request that material(s), other than confidential placement information, which are four (4) years old or more, be removed from the personnel file. Said request shall be granted to the extent that the request is compatible with the existing State Law.

Unit members wishing such documents removed shall submit a written request to the Superintendent or designee identifying the documents by including:

- 1) type of document; e.g. , memo, letter, evaluation, etc.
- 2) date of origination
- 3) name of originator
- 4) any other identifying information not later than the day following receipt of the request, the documents will be removed and forwarded to the unit member.

7.716 The District shall keep a log in the personnel file indicating administrators, except for Superintendents and administrators in the Human Resources Office, who have requested to examine a personnel file as well as the dates the requests were made. The log shall be available for review by the unit member or authorized Association representative.

7.800 Public Complaints

7.810 Investigation of official complaints which could reasonably affect the evaluation of unit members shall be conducted only if complaints are submitted in writing. Complaints shall be directed initially to the unit member's immediate supervisor with a copy to the Superintendent or designee.

7.820 A meeting of all concerned parties shall be scheduled at the option of the administrator, unit member or complainant to review the complaint. If the complainant refuses to attend the scheduled meeting, the complaint shall not thereafter be used to affect the evaluation of a unit member.

7.830 The unit member may make a written response to be attached to the written complaint.

ARTICLE 8: GRIEVANCE PROCEDURE

8.100 Definitions

A “grievance” is an allegation by a unit member regarding a violation or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies, regulations or matters outside of the Agreement are not within the scope of this procedure, and review shall be taken under separate processes.

A “day” is a day in which the unit members are scheduled to work as set forth in this Agreement. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

A “grievant” is any unit member covered by the terms of this agreement and/or the Association, when filing on behalf of specifically named unit members who qualify as grievants. Association grievances shall be filed by the President of the Association or his/her designee(s).

8.200 Procedure

8.210 Level I

Within twenty (20) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

The grievance shall consist of a clear concise statement of the problem, the provision of the Agreement involved, and the specific remedy sought.

The supervisor shall communicate a decision in writing within five (5) days after receiving the grievance. Within the above time limit, either party may request and receive a personal conference with the other party.

8.220 Level II

If the grievant is not satisfied with the decision at Level I, within five (5) days after receipt of the Level I response, the grievant may appeal the decision to the next level on the appropriate form.

The Superintendent or designee shall communicate in writing a decision within ten (10) days after receipt of the appeal. Within the above limit, either party may request and receive a personal conference with the other party.

8.230 Grievance Mediation

If the Association is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been received from the District within the time limits prescribed in Step 2, the District and the Association may mutually agree to submit a grievance to mediation.

- a. The Association must notify the District in writing within ten (10) working days of the conclusion of Step 2 of the Association’s desire to refer the grievance to

ARTICLE 8: GRIEVANCE PROCEDURE – continued

mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than five (5) working days after receipt of the Association’s written request.

- b. Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the Association shall notify Mediation Research and Education Project, Inc. (MREP). MREP shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.
- c. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
- d. The presentation of facts and considerations shall not be limited to those presented at Step 2 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made, except in the event that a mutually agreed upon settlement is reached. Any settlement offers made by either party during the grievance mediation process shall not be referenced, either directly or indirectly, in any subsequent arbitration proceeding involving the instant grievance.
- e. Unless the parties agree otherwise, the mediator shall not serve as the arbitrator should the grievance proceed to Level III of the grievance process.
- f. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.
- g. The fees and expenses of the mediator and the Administrative Office shall be shared equally by the parties.

8.240 Level III

If not satisfied with the decision in Level II, the grievant, within five (5) days after receipt of the Level II response, may request in writing that the Association submit the grievance to arbitration.

The Association, by written notice to the Superintendent or designee within fifteen (15) days of the Level II response, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request of the State Conciliation Service a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written

ARTICLE 8: GRIEVANCE PROCEDURE – continued

grievance and the answers thereto at each step. After hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit the findings and recommendations. The recommendations and awards shall be final and binding upon the parties in issues involving the grievance procedure herein. Under no circumstances does the arbitrator have the power to render a final and binding award that would constitute a payment by the District where the specific amount or the impact would exceed a total of \$45,000 annually, nor shall such an award be enforceable through any agency proceedings or through a court of law.

The arbitrator will have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator. The fees and expenses of the separate arbitrator deciding the issue of arbitrability shall be borne by the party who raised the question of arbitrability.

8.300 Miscellaneous Provisions

- 8.310 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of management and to have the grievance resolved without intervention or presence of/by the Association, provided that the resolution is not inconsistent with the terms of this Agreement and provided further that prior to any agreement on the resolution, the Association has been given ten (10) days in which to study the issues and to state its views.
- 8.320 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
- 8.330 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the issue(s) again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.

ARTICLE 8: GRIEVANCE PROCEDURE – continued

- 8.340 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 8.350 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.
- 8.360 The processing of a grievance beyond Level II shall constitute an express election on the part of the grievant and the Association that the grievance/arbitration procedure is the sole and chosen forum for resolving all the issue(s) contained in the grievance.

ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD

9.100 Class sizes for the District shall be as outlined below:

9.110 Class size for K-6 shall be maintained at an average of 30.0:1 students.

9.120 Secondary schools 7-12 shall be at a staffing ratio of 32.0:1 students.

9.200 Staffing of these pupil personnel services shall be as follows during the term of this contract:

a. Counselors

Throughout the term of this contract, middle schools with less than 850 student enrollment will be staffed with at least one (1) counselor. Middle schools with more than 850 students will be staffed at a minimum of 1.5 counselors.

Comprehensive high schools will be staffed with a minimum of four (4) counselors. Additional counselors will be added based on a minimum student/counselor ratio of 450:1. The continuation high school, Special Programs (Independent Study, Teen Mom and Opportunity Program), and ROP will each be staffed with a minimum of one (1) counselor.

When the ratio is exceeded by 225, a half counselor position will be added.

b. Nurses

There shall be a minimum of seven (7) F.T.E.'s

Throughout the remaining term of this contract, nurses will be staffed at a minimum ratio of one (1) nurse to 4,000 students. In addition to the above, Canyon Hills School will be assigned at least one full time nurse.

c. Psychologists

There shall be a minimum of thirteen (13) F.T.E.'s.

Throughout the remaining term of this contract, psychologists will be staffed at a minimum ratio of 1:2300. Should the District require additional duties of psychologists, the number shall be re-negotiated.

9.210 Staffing for media specialist shall be one (1) F.T.E. media specialist per comprehensive high school.

9.220 The District shall staff school buildings or other instructional sites in accordance with this Article and other applicable provisions of this Agreement except that the District and the Association may agree to increase staffing at any building or site to implement or maintain new or current programs and/or expand curricular offerings.

9.230 "F.T.E." means "full-time equivalent" employment.

ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD – continued

9.240 The District agrees to meet and negotiate concerning the impact upon mandatory subjects resulting from a reduction of pupil services personnel.

9.300 Teaching Periods

9.310 The weekly teaching load for senior high school teachers will be equivalent of twenty-five (25) teaching periods and five (5) preparation periods, (except Driver Training teachers who shall normally have a teaching load of thirty (30) teaching periods and no scheduled preparation periods.) An assignment to a supervised study period shall be considered a teaching period.

9.320 The weekly teaching load for continuation high school and middle school teachers shall be the equivalent of thirty (30) teaching periods and five (5) preparation periods. An assignment to a supervised study period shall be considered a teaching period.

The certificated staff at each middle school shall determine for their school site whether or not to continue the homeroom/advisory portion of the 20 minute daily reading period. The entire staff shall be involved in the decision making process, with the outcome to be determined by a majority of the certificated staff.

9.330 The weekly teaching load for elementary teachers shall be determined at the building level and shall include the equivalent of five (5) forty-minute (40) preparation periods.

9.400 Procedure for Resolving Class Size Problems

9.410 Any class size problem shall first be submitted by the affected teacher, in writing, to the building principal for resolution. The principal shall consider the following criteria in attempting to resolve the problem:

- 1) Attributes of the pupils in the classroom;
- 2) Equitable distribution of pupils within the school;
- 3) Availability of funding for class size reduction;
- 4) Changes in teaching assignments necessitated by change in class size;
- 5) The reassignment of pupils within the school necessitated by changes in class size;
- 6) Availability of classroom space within the school.

The principal shall respond to the unit member within five (5) days.

9.420 If the problem is not satisfactorily resolved within the time limits, the affected unit member may request a review of the problem by the Superintendent or designee. The Superintendent or designee shall attempt to resolve the problem by considering the established criteria and shall respond within five (5) days following receipt of the appeal. If the problem is not satisfactorily resolved, it may be pursued according to provisions in Article 8.200 through 8.370, inclusive.

ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD – continued

9.430 If the problem is not resolved, the affected unit member may request a conference with the Superintendent or designee to discuss the problem. The unit member is entitled to the assistance of an Association representative at this conference. The Superintendent or designee shall make every reasonable attempt to remedy the problem and shall provide the unit member with a written response within five (5) days of the conference.

9.440 A joint meeting of the OUEA President and Superintendent or designee shall occur in order to discuss class size problems related to extra curricular activities. They shall consider, but not be limited to:

- 1) redeployment of assigned staff,
- 2) use of class size money, and
- 3) employment of additional staff.

9.500 The District shall budget \$200,000 for the purpose of resolving class size problems.

9.600 Each middle school will be eligible for one three-and-one-half (3 ½) hour aide for purposes of clerical assistance for unit members.

9.700 The District agrees to implement any new State law enacted after July 1, 1986, which is designed to reduce class sizes, as long as the State law provides all necessary funding and there is building space available within the District.

9.800 The District and the Association will form a committee to explore and recommend the implementation of solutions to eliminate and/or minimize the adverse affect of combination classes. The committee shall report in sufficient time to have its report considered by the parties during bargaining reopening provisions of this Article.

9.900 The implementation of the Management Team shall be according to these provisions:

- 1) The periods for “Attendance,” “Student Activities” and/or “Lunch Supervision” shall become a part of the responsibility of the management team at the middle school. The periods listed in this item may be grouped in any manner to provide the specified duties, except that there shall be no more than four (4) periods at any one middle school.
- 2) There will be at least one (1) full-time equivalent counselor at each middle school.
- 3) No management team member will perform bargaining unit work.
- 4) The management team at El Rancho shall not exceed the amount of bargaining unit work that is being performed by the El Rancho management team as of the effective date of July 1, 1986.
- 5) Should enrollment at El Rancho decline, the number of teaching periods performed by the management team shall correspondingly decrease at the same ratio relationship as the reduction in unit members’ teaching periods.

ARTICLE 10: MENTOR TEACHER PROGRAM

10.100 Purpose

The major purpose of the District's mentor teacher program is to improve student achievement through the continued advancement of teacher effectiveness.

10.200 Selection Committee

10.210 Establishment

A selection committee shall be established to select and recommend candidates to the Board of Education for approval as mentor teachers based on the needs of the Orange Unified School District.

10.220 Membership

10.221 The selection committee shall be comprised of seven (7) members consisting of two (2) elementary, one (1) middle and one (1) senior high school teacher and three (3) administrators.

10.222 A secret ballot election conducted by the Association among all unit members shall be held annually to elect teacher members and two (2) alternates. Such election shall be held on or before June 1. Alternates shall serve only when a vacancy occurs.

- a. Results of such election shall be forwarded to the District by the Association no later than one (1) day following the election.
- b. The teacher representatives shall at all times constitute the majority of the voting members present on the committee.

10.223 Administrators (non-bargaining unit members) shall be appointed by the District.

10.230 Eligibility

10.231 To be eligible to serve on the selection committee, the employee must currently hold a full-time, contractual position with permanent status in Orange Unified School District or be an ROP teacher in the District.

10.232 Applicants for mentor teachers shall not serve on the selection committee.

10.240 Term

10.241 The committee membership shall be determined annually no later than November 15th.

10.242 Members of the selection committee shall serve for a three (3) year term, with one-third of the committee elected each year. The initial committee shall draw lots to determine the one (1) year, two (2) year and three (3) year terms.

ARTICLE 10: MENTOR TEACHER PROGRAM - continued

10.250 Duties and Responsibilities

- 10.251.1 The selection committee shall elect its own chair and shall make every effort to meet at times when substitutes are not required. In the event this is not possible, Section 6.800 of the Collective Agreement shall apply.
- 10.251.2 The selection committee shall establish an application and interviewing procedure prior to April 1. The application and interviewing process shall be done in a confidential manner. Information obtained during the mentor teacher selection process may not be used in connection with the employee's regular evaluation.
- 10.251.3 The selection committee shall develop a needs assessment instrument which shall be distributed to all certificated personnel within the District. The results of this survey, the needs of the District, and the goals and objectives of the mentor program as defined in the Education Code 44494(c) shall be made available to all mentor teacher applicants.
- 10.251.4 The selection committee shall develop a format for proposed projects, to be followed in applying for the mentor teacher program. The format shall include a statement of objectives, an implementation plan, project budget and evaluation plan.
- 10.251.5 The selection committee shall seek applications for the mentor teacher program from the body of eligible classroom teachers during the second semester or prior to the last Board meeting while teachers are working or by the end of May each year.
- 10.251.6 The selection committee shall develop a process for assessing applicants. Those who will be recommended as mentor teacher to the Board of Education shall be selected by majority vote the selection committee.
- 10.251.7 The selection committee shall annually submit to the Board of Education a list of nominees not to exceed the number of mentor teacher positions allocated by the State's formula.
- 10.251.8 The Board of Education may reject any or all nominations from the selection committee. In the event of a Board rejection, the selection committee shall submit additional names equal to the number rejected by the Board. This process shall be continued until all positions are filled.
- 10.251.9 The selection committee shall submit to the Board of Education names of alternate mentor teachers as the need arises.
- 10.251.10 The selection committee in determining its recommendations, shall consider:
 - a. Statutory criteria for qualifications pursuant to Education Code 44491.

ARTICLE 10:

MENTOR TEACHER PROGRAM - continued

- b. The degree to which the applicant's written proposal accomplishes the goals of the mentor program.
- c. Applicant's length of service and academic preparation as related to the proposed project.
- d. Candidate's participation in a personal interview conducted by the selection committee.
- e. Evaluations for the past four years furnished by the applicants. Other materials contained in the applicants personnel file shall not be utilized, except by written consent of the applicant.

10.251.11 The selection committee shall establish a procedure for renewal applications pursuant to Education Code 44494(c).

10.260 Compensation

Teacher members of the selection committee shall receive a stipend of \$300.00.

10.300 Mentor Teachers

10.310 Eligibility

10.311 The applicant must be a credentialed teacher with permanent status in Orange Unified School District or be an ROP teacher in the District.

10.312 Has a minimum of three (3) years teaching experience within the last five (5) years.

10.320 Application

The application for a mentor teacher position shall consist of the following:

- a. Completed application form.
- b. Current resume.
- c. Proposed project which follows the format established by the selection committee.

10.330 Term

A mentor teacher shall serve a one (1) to three (3) year term pursuant to Education Code Section 44494(c).

ARTICLE 10: MENTOR TEACHER PROGRAM - continued

10.340 Duties and Responsibilities

Persons designated as mentor teachers pursuant to this Article, shall be assigned duties and responsibilities to accomplish the identified goals and objectives of the mentor teacher program in accordance with the following:

- a. The primary function of a mentor teacher shall be to provide assistance and guidance to new teachers. A mentor teacher may also provide assistance and guidance to more experienced teachers.
- b. Mentor teachers may provide staff development for teachers and may develop special curriculum.
- c. A mentor teacher shall not participate in or contribute to the evaluation of teachers.
- d. Each mentor teacher shall spend on the average no less than 60% of his/her time in direct instruction of his/her pupils.
- e. Mentor teachers shall not be exempt from any extra duty assignment or staff meetings required of any other member of the bargaining unit, nor shall he or she by virtue of appointment as a mentor teacher be exempted from liability for layoff and transfer.
- f. Mentor teachers shall not be required to utilize his/her regular preparation periods in the performance of his/her mentor teacher duties.
- g. Mentor teachers will be expected to provide service time in addition to the normal work day to perform duties of the mentor teacher program.

10.350 Salary

10.351 Salary shall be as identified by the State Department of Education.

10.352 This stipend shall be over and above the regular salary to which the individual is entitled. The mentor teacher stipend shall not be included as salary or wages for purposes of calculating employer contribution rates or employee benefits under the State Teachers' Retirement System.

10.360 Calendar

Mentor teachers shall provide up to five (5) days of service in addition to the contracted work calendar.

10.370 Training

The Superintendent or designee shall have the responsibility to provide orientation and such other training as mutually agreed upon between the mentor teacher and the District.

ARTICLE 10: MENTOR TEACHER PROGRAM - continued

10.380 Assessment

Assessment of the mentor teacher program shall be in accordance with the guidelines established by the Superintendent or designee.

10.390 Evaluation

10.391 The evaluation of persons as mentor teachers must be separate and distinct from their evaluation in the regular assignment.

10.392 Evaluation of mentor teachers shall be by their primary evaluator in accordance with the provisions of Article 7 of the Collective Agreement.

10.400 General Provisions

10.410 No expense required by the operation of this program shall be budgeted or charged to the District's General Fund.

10.420 The implementation of this program shall be directly related to State funding. No program activity will be authorized without verification of State funding.

10.430 If State funding for this program is discontinued or reduced, the program shall be modified accordingly.

10.440 All release time required or otherwise provided by the operation of the mentor teacher program shall be covered by qualified substitutes. No member of the bargaining unit shall be required to substitute for a mentor teacher released from instructional duties, or for selection committee members.

10.450 Arrangements for release time for mentor teacher and/or selection committee members shall not be such as to increase class size, teacher/pupil ratio, or extra duty assignments for other unit members.

10.460 A teacher whose mentor teacher assignment requires a temporary move from his/ her former classroom shall be allowed to return to the former assignment upon conclusion of the mentor term, if the teacher so chooses, and if the position still exists.

10.470 The Board of Education reserves the authority to reduce or discontinue this program at the end of any school year.

10.480 The District reserves the right to identify areas of need within the proposed mentor projects, to the extent permitted by law.

ARTICLE 11: PROFESSIONAL GROWTH

11.100 This Article applies only to those unit members who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential.

11.200 Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:

11.210 Courses from a regionally accredited college and university.

11.220 Participation in professional conferences, workshops, teacher center programs or staff development programs.

11.230 Service as a mentor teacher pursuant to Education Code Section 44496.

11.240 Participation in school curriculum development projects.

11.250 Participation in systematic programs of observation and analysis of teaching.

11.260 Service in a leadership role in a professional organization as verified by the President of the organization.

11.270 Participation in educational research or innovation efforts such as:

11.271 Participation in a teacher center program.

11.272 Gaining proficiency in use of computers in the classroom.

11.273 Staff development.

11.274 Creative use of T.V., music, or art to enhance the instructional program in the classroom.

11.275 Publication of professional articles in professional journals which demonstrates or enhances knowledge of the teaching/ learning process.

11.276 Travel directly related to the teaching assignment and which has a demonstrable value to the instructional program.

11.277 Participation as an exchange teacher which experience is related to the teaching assignment.

11.278 Membership on education related committees which have been established by the State or District.

ARTICLE 11:

PROFESSIONAL GROWTH – continued

11.300 A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.

11.400 Prior to beginning the year’s activities which could accumulate clock hours, the unit member shall submit the proposed activity to his/her immediate supervisor. The immediate supervisor shall respond in writing his/her approval of the proposed plan for accumulation of clock hours in a timely fashion, but in no case longer than 10 working days after receipt of the proposal. If the unit member desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed for prior approval.

11.500 Upon completion of the year’s activity, the unit member shall submit to his/her immediate supervisor a form which contains the following information: type of activity engaged in, dates of the activity, and the number of clock hours spent in the activity. The immediate supervisor shall review and sign the form and submit a copy of the signed form to the personnel office with a copy to the unit member. This shall constitute the necessary verification that the unit member has completed the number of clock hours specified on the form.

11.600 District Bilingual/ESL Staffing Plan

11.610 Selection Procedure

Unit members (on temporary, probationary, or permanent contract status) shall receive hiring consideration, within provisions of the Collective Agreement and current District practice, for any unit member positions created as a result of implementation of the District’s Bilingual Plan.

It is not the intent or desire of the District to assign unit members to bilingual positions without their concurrence. However, the District reserves the right, under the terms of the Collective Agreement, to staff the schools.

11.620 Contract Status

Newly hired teachers who hold a bilingual teaching authorization through a bilingual credential or certificate from the California Teaching Credentialing Office (CTC), will be offered a probationary contract. Currently employed unit members, on a temporary contract, who obtain bilingual certification referenced above or meet the District criteria for certification, shall be upgraded to probationary contract status.

11.630 Training

Unit members assigned to a position referenced in the District Bilingual Staffing Plan shall receive training (Tri-County Training Cooperative/ Bilingual Teacher Training Program) within the following guidelines:

- Training during the regular work day/year shall receive release time and a substitute will be provided.
- Unit members attending training during periods beyond the normal work day/year will be compensated at the miscellaneous hourly rate.

ARTICLE 11:

PROFESSIONAL GROWTH – continued

Unit members, as part of a school and/or District inservice program, may be required to participate in general inservice and/or training regarding non-English students. Teachers will only be required to obtain or hold a credential or certificate that is appropriate for the position in which they are assigned.

ARTICLE 12: ASSOCIATION RIGHTS

12.100 Association Use of District Communication Systems

12.110 The Association shall have the use of school mail and delivery systems, unit members' mail boxes, and school bulletin boards to the extent permitted by law. An Association mailbox shall be located at the District Office.

12.120 Association communications or materials shall be properly addressed and prepared for delivery. A copy of materials distributed throughout the District shall be forwarded to the Superintendents and site administrators at the same time as such notices are placed in the mail system. Materials distributed shall be clearly identified as an Association publication and shall be presumed to have been authorized by the Association.

12.130 Faculty bulletin boards shall provide reasonable space for identified Association items.

12.140 The District shall supply the Association with the list of names, addresses, and building assignments of unit members as soon as such list is available to the District.

12.200 Association Leave

12.210 Except as set forth below, and upon mutual agreement, the District shall grant a leave without pay or benefits to the President of the Association during the President's term of office.

12.220 The Association shall be granted thirty (30) days per school year for the purpose of allowing its members to participate in the Association's, or its recognized state or national affiliates', normal business activities.

The Association shall provide written notification normally three (3) days in advance to the Superintendent or designee the name(s) of the unit member(s) who will be utilizing said leave prior to the absence.

12.300 Association Business

12.310 Association representatives shall have the right to transact Association business on school property provided that the business takes place before class begins, during lunch, after school, and at times approved by the building principal, provided further such business does not interfere with the instructional process or the regular duties of unit members.

12.320 Unit members may select a member of the Association, an officer of the Association, or the Executive Director as a conferee in any matter relating to the provisions of this Agreement, except during the annual final evaluation conference.

12.321 If such conference is likely to have an adverse impact on the unit member's employment relationship, such unit member shall be entitled to Association representation upon request of the unit member. Should the unit member wish to discuss the evaluation further with a conferee present, a request may be made to the evaluator.

ARTICLE 12:

ASSOCIATION RIGHTS – continued

12.322 No unit member shall be denied an Association representative.

12.330 With the exception of the final evaluation conference, unit members may request a postponement of any meeting, with a supervisor, during which the member's behavior, competency or personal performance is to be or has been discussed, so that the unit member may select a representative to be present at such a meeting.

12.331 A unit member intending to have a representative present at a continued meeting shall notify the other party of the intent, stating name and position of the representative.

12.332 The meeting shall be re-scheduled within two (2) work days, or at a time that is mutually agreeable to the parties.

12.340 The Association may use District facilities at no cost as long as said use does not interfere with the educational program and that the appropriate District form is properly filed and the provisions thereon complied with.

12.350 The Association shall receive a preliminary school board agenda forty-eight (48) hours prior to a regular Board meeting or Board work/study session.

12.360 The Association shall be provided with copies of all newly adopted Board rules and regulations.

12.370 The Association shall be provided with vacancy notices within the unit as they occur.

12.380 The Association will be provided with a list of unit members who have requested transfers as soon as it is available to the District Human Resources Division.

12.400 Dues Deductions

12.410 The Association shall hold the District harmless due to any problems arising from monies having been deducted and remitted to the Association pursuant to this section.

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

12.420 Unit members who submit a written authorization thirty (30) days prior to the effective date of the deduction shall have the deduction made.

12.421 Such authorization may be submitted at any time during the school year.

12.422 Deductions for unit members who sign such authorization after November 10 of each year shall be appropriately prorated to complete payments for total dues by the end of the school year.

12.423 The authorization shall continue from year to year unless revoked in writing by the unit member on the authorized revocation form provided by the Association.

ARTICLE 12:

ASSOCIATION RIGHTS – continued

12.430 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further, that at least thirty (30) calendar days prior to the change, an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, increase or decrease in authorized deductions by a member(s) for Association approved items. Monthly, the District shall remit to the Association all dues collected and an alphabetical listing of unit members for whom such dues deductions were made.

12.500 The parties agree to implement a Representation Fee subject to the terms and conditions as set forth in Appendix F which is attached hereto and incorporated by reference.

ARTICLE 13: MANAGEMENT RIGHTS AND DISTRICT POWERS

- 13.100 The District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, transfer, reassign, evaluate, promote, terminate and discipline employees.
- 13.200 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, and then only to the extent such specific and express terms are in conformance with the law.
- 13.300 The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure, except that an arbitrator shall have the authority to determine the applicability of this article to any dispute regarding the violation or application of this Agreement.

ARTICLE 14: SUMMER SCHOOL

14.100 Summer school positions for unit members shall be rotated with no member working a summer school assignment for more than two (2) successive summers.

14.110 Exceptions may be made to Section 14.100 if no qualified applicants are available for any position.

14.200 Article 5 shall apply to summer school.

14.300 Pay for summer school shall be as outlined in Appendix B6.

14.400 Unit members will be assigned to teach summer school classes in an air conditioned facility whenever those sites are available.

14.410 Consideration for availability will include, but not be limited to, student enrollment, maintenance, demographics and plant modifications.

14.500 Class sizes for summer school classes shall be in accordance with provisions of Article 9.

ARTICLE 15: PROFESSIONAL WORKING ENVIRONMENT

15.100 The District agrees that there are standards which must exist for a professional working environment for unit members.

15.200 The District shall make every effort to see that materials, supplies and equipment shall be available at the opening of the school year.

15.300 Working Facilities

Within the current fiscal allocations of the District, the following standards will apply:

1. Each classroom when occupied for pupil instruction purposes will be well-lighted, appropriately heated and provided with a communication system so that an employee can communicate with the main site office.
2. The instructional area in which a teacher instructs will have a space for storage of the regular instructional supplies.
3. A clean and appropriately heated room will be provided as a staff lounge at each school site. Such room shall be cleaned by the custodial staff.
4. Each unit member will be provided with a serviceable desk and chair for the unit member's exclusive use.
5. Each school site will have restrooms which are clean, well-lighted, appropriately heated, separate for each sex and separate from pupil's restrooms.
6. Professionally adequate and customary instructional supplies, equipment, reproduction facilities and textual materials will be provided for the teacher in a timely fashion for all instructional programs required by the District.
7. Each unit member shall have a secure assigned parking place at the work site.
8. Unit members who work in more than one school site will have an established work location designated in writing by the site administrator at the beginning of each school year. Site administrators will provide the unit member with written notification of any change in such work location prior to making any such change. Such work location shall provide the needed privacy for special services unit members to carry out their responsibilities.
9. All teachers will have access to hot water and/or disinfectant soap.
10. All teachers will have access to drinking water.

15.400 Nothing in this Article will prevent or limit the unit member from having access to the provisions of Article 5.

ARTICLE 15: PROFESSIONAL WORKING ENVIRONMENT – continued

15.500 The District shall maintain Board Policy 4119.24 as set forth below:

Academic Freedom

The Orange Unified School District seeks to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free and open for inquiry and learning.

Teachers are expected to follow the adopted curriculum of the District. Teachers shall have the right and responsibility to present material concerning facts and concepts relating to this curriculum as long as the material is approached in an impartial and unprejudiced manner and in accordance with District policies and administrative regulations.

The Board recognizes that teachers have those constitutional rights accorded all citizens, including, but not limited to, freedom of speech, freedom of the press, freedom of assembly, and the right of due process.

ARTICLE 16: **COMMUNICABLE DISEASES AND HUMAN IMMUNODEFICIENCY VIRUS**

16.100 The District agrees to negotiate on mandatory subjects of bargaining as defined in Government Code Section 3543.2 resulting from the impact of any local, state, or federal guideline(s) regarding the diseases Human Immunodeficiency Virus (HIV)/ Aides Related Complex (ARC).

16.200 The District agrees to consult with the Association regarding the adoption of any student guidelines proposed by the State of California Department of Education regarding the diseases HIV-AIDS/ARC.

16.300 The following guidelines shall be followed for unit members in relation to HIV and/or ARC issues.

- a. To the extent mandated by law, no bargaining unit member shall be required to submit to any testing or medical evaluation by the District in order to determine whether the employee has HIV-AIDS/ARC. In the event a unit member voluntarily submits to such testing, such testing shall be performed and the results of said testing shall be used in conformance with applicable existing laws regarding due process and confidentiality.
- b. To the extent mandated by law, the identity of a unit member with HIV shall be confidential.

ARTICLE 17: JUST CAUSE/DISCIPLINE OF EMPLOYEES

17.100 The District reserves the right to discipline unit members for just cause; except that nothing in this provision shall be read to supersede, or add to, the statutory provisions regarding the dismissal of certificated employees; nor, in any fashion, create new rights for unit members or additional burdens to the District regarding such dismissal provisions.

17.200 Unit members will have the right to grieve whether cause exists for any written reprimand on the "District official reprimand form" and/or any suspension without pay, except for suspensions pending dismissals. Such grievances must be filed in accordance with Article 8. The process for determining whether cause exists for discipline shall not provide the employee the additional right to grieve the dismissal.

17.300 Probationary Employee Dismissal/Suspension During the School Year
Pursuant to Education Code Section 44948.3 first and second year probationary employees may be dismissed during the school year:

17.310 For unsatisfactory performance, as provided in Education Code Sections 44660-44665;

17.320 For cause, as specified in Education Code Section 44932.

As an alternative to dismissal, the probationary employee may be suspended without pay for a specified period of time.

17.330 Any dismissal of a probationary employee shall be in accordance with the following procedures:

17.331 The Superintendent or designee shall notify the employee, in writing, thirty (30) days before the effective date of dismissal. If the dismissal is for incompetence, such notice shall be given sixty (60) days before the effective date of dismissal. Second-year probationary employees shall be notified no later than March 15, but no less than thirty (30) days prior to the effective date of dismissal. If the dismissal is for incompetence, such notice shall be given sixty (60) days prior to effective date of dismissal.

17.332 This notice shall set forth the reasons for the dismissal and shall notify the employee of the opportunity to appeal. If the dismissal is for unsatisfactory performance, a copy of the employee's evaluation shall accompany the written notice.

17.333 The probationary employee shall have fifteen (15) days from receipt of the notice of dismissal to submit to the Board of Education a written request for a hearing. If an employee fails to submit a request for hearing during this time period, the employee shall waive the right to a hearing. The hearing shall be held no sooner than thirty (30) days and no later than sixty (60) days after the request. Extension may be granted by mutual consent.

17.334 The members of the Board of Education will conduct a hearing as requested under the provisions of Section 44948.5 and shall render a decision regarding the matter. As an alternative, the Board may refer the case to an administrative

ARTICLE 17:

JUST CAUSE/DISCIPLINE OF EMPLOYEES – continued

law judge in order to conduct the hearing and to submit a recommended decision in the matter to the Board.

17.335 As an alternative to dismissal, the Board of Education may suspend a probationary employee without pay for a specified period of time.

ARTICLE 18: MISCELLANEOUS PROVISIONS

18.100 Concerted Activities

18.110 The Association, officers, agents, or members will not strike, engage in work stoppage, slowdown, or picketing in furtherance thereof, to comply with the request of other labor organization(s) to engage in such activity, nor engage in any unlawful interference with the operation of the District.

18.120 It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including replacement or termination.

18.130 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 bargaining unit members to do so.

18.140 This provision shall not apply to the period following factfinding during the reopening of the negotiations process.

18.200 Completion of Negotiations

The Association and District expressly waive and relinquish the right to meet and negotiate, except as provided in this Agreement, and agree that the parties 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, even though such subject or matters may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

The District shall print contracts incorporating the changes agreed upon in this agreement for distribution within ninety (90) days of ratification.

18.300 Savings Provisions

If any provision of this Agreement or any application of this agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect until otherwise modified. If the court's decision pertains to salary and/or health and welfare benefits for either current employees, retired unit employees, or any other bargainable issue, then negotiations shall commence within 10 days of the court's decision.

18.400 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement. In cases of conflict, this Agreement shall be read to prevail over existing policies and practices of the District.

18.500 Reopening of Negotiations

18.510 The parties agree to open negotiations upon notification by the Association for the succeeding contract.

ARTICLE 18: MISCELLANEOUS PROVISIONS – continued

18.600 Contract Waiver

- 18.610 When the school site proposes to implement changes, policies, and/or programs that are in conflict with the collective bargaining agreement between the District and the Association, a representative from the school site and the principal or designee will inform the Assistant Superintendent, Human Resources and the Association of the proposal in writing. The proposal seeking a contract waiver should be submitted to the District and the Association by March 1 for implementation for the following school year.
- 18.620 If the District and Association have no objections to the proposal, then the District and the Association will prepare a secret ballot for all bargaining unit members at the affected site to express their opinion on the proposal. If there are objections, then a conference will be held to attempt to resolve the outstanding issues.
- 18.625 The secret ballot will contain the following information:
- a. Applicable Agreement section(s)
 - b. Rationale for the proposal
 - c. A specific time period for the proposal
- 18.630 The District and the Association shall be jointly responsible for formulating the questions. The Association should conduct the balloting by May 15, with provisions made that “off track” bargaining unit members have the opportunity to participate in voting, and for conducting the ballots. The proposal must be approved by 2/3 of the bargaining unit members who actually vote.
- 18.640 When a school site and the principal desire to renew the waiver, the District and the Association should be notified by March 1. A secret ballot vote will be conducted to approve the renewal in accordance with sections 18.620 – 18.630.
- 18.650 Bargaining unit members who disagree with the waiver can apply for a transfer per Article 4 collective bargaining agreement.

ARTICLE 19: **SHARED CONTRACT**

19.100 Bargaining unit members who request to share one teaching position/benefit package shall be eligible to apply for shared contracts. The application process shall include: principal's approval, a specific calendar/teaching schedule, division of responsibilities and duties, and benefit package designation.

19.200 In the event that one partner in the shared contract is unable to fulfill her/his commitment to the agreement, the remaining partner and the site principal shall work together to make arrangements which are mutually agreed to by the principal and the remaining partner. However, when no suitable replacement is obtainable, the remaining partner shall assume the full-time position. Upon assumption of the full-time position, her/his employment status shall be changed appropriately.

19.300 Written, signed partnership contracts shall be entered into for periods of one year. These contracts may be renewed annually with the approval of the principal and the Human Resources Office.

ARTICLE 20: REGIONAL OCCUPATIONAL PROGRAM (R.O.P.)

20.100 Compensation

20.110 In the period of this agreement, or as mutually agreed otherwise, the R.O.P. members shall be employed on an hourly basis as set forth in the offer of certificated employment in accordance with the salary schedule as set forth in Appendix B6.

20.120 Full-time R.O.P. unit members (twenty (20) hours or more per week) shall be paid at their hourly rate for all R.O.P. teaching duties and for preparation time. All part-time R.O.P. unit members shall be paid at Step 1 of the approved R.O.P. salary schedule.

20.130 The summer semester rate of pay for R.O.P. unit members shall be equal to the rate of pay for the fall and spring semesters.

20.140 The parties agree that all extra duty assignments such as curriculum development, etc., will be advertised per existing District procedures and shall be paid at step one (1) of the R.O.P. Salary Schedule. Applicants will be screened for the position and selected by the District.

20.150 R.O.P. unit members must notify the District in writing at the beginning of each term of their interest in and availability to accept substitute assignments. Qualified current R.O.P. unit members shall have the first right of refusal for substitute assignments in the R.O.P. program. R.O.P. unit members accepting such substitute assignments shall be paid at step one (1) of the R.O.P. Salary Schedule.

20.160 R.O.P. unit members shall be paid their hourly rate for attendance on Staff Development Days. All other mandatory functions required by the District (e.g. department meetings, career fair) shall be paid at step one (1) of the R.O.P. Salary Schedule.

20.170 Completion of Level I requirements of the Designated Subjects Credential must be met for unit members to progress on the R.O.P. Salary Schedule steps.

20.200 Benefits

20.210 R.O.P. members who are contracted for twenty (20) hours or more per week shall receive the District's fringe benefit program as prescribed in Article 2.310 of this Agreement.

20.300 Hours/Work Load

20.310 R.O.P. unit members shall not be assigned more than eight (8) hours per day.

20.320 The work day for full-time R.O.P. unit members employed during the summer semester may be up to 4.5 hours per day. The work day may be lengthened by mutual agreement between the unit member and the R.O.P. administrator.

20.330 The District reserves the right to establish the hours of instruction and related duties based upon the needs of the R.O.P. programs. Decreases in schedule hours shall not be made without an identifiable economic and/or educational reason. Such reason shall be provided in writing to the affected employee and to the Association prior to implementing the hour reductions.

ARTICLE 20: REGIONAL OCCUPATIONAL PROGRAM (R.O.P.) – continued

20.331 Semester classes shall not be cut after the eighth (8th) week of instruction for classes composed primarily of high school students. However, such classes after the eighth week of instruction that do not maintain a weekly average enrollment of eighty percent (80%) of the enrollment in place during the eighth (8th) week of instruction may be dropped.

20.335 Tentative assignments shall be given to teachers one (1) week prior to the beginning of instruction.

20.336 A listing of R.O.P. vacancies including special requirements for the vacancy as established by the District, shall be posted on the District and R.O.P. Websites and at the R.O.P. site in a location frequented by the staff. Available positions will remain posted until filled.

20.340 The District will make a good faith effort to schedule classes in consecutive blocks of time.

20.350 Opportunities for additional instructional hours shall first be offered to qualified full-time R.O.P. unit members up to a maximum of eight (8) hours per day. All current staff will be notified of R.O.P. certificated positions that become available.

20.355 The minimum average class size for R.O.P. classes shall be eighteen (18) student attendance hours per class section.

20.360 R.O.P. unit members shall receive the assistance of an instructional aide during periods in which class attendance exceeds thirty (30) students. Class sizes shall be in accordance with Section 10091(b) of Article 5 of the California Administrative Code.

20.370 R.O.P. unit members shall have at least a thirty-minute duty-free lunch.

20.380 Eligibility for preparation hours to be based upon 5% for part-time and 7% for full-time of the unit member's teaching hours worked in a regular assignment per semester except for fire science, extra truck driving instructors, and those R.O.P. teachers currently on contractual assignment. For class sections that maintain an average of twenty-two (22) students in attendance over the duration of the course schedule, an additional 2% preparation time will be paid or for class sections that maintain an average of twenty-five (25) students in attendance over the duration of the course schedule, an additional 4% preparation time will be paid.

20.390 If a R.O.P. unit member's total assignment is reduced by 25% or more, the unit member shall have the right to request to be relieved of all duties.

20.400 Leaves

20.410 Accumulation and use of sick days for hourly R.O.P. unit members shall be in accordance with the provisions of this Agreement (Appendix G).

20.500 Termination

20.510 No R.O.P. employee shall be terminated without first affording the employee an opportunity to meet with the Superintendent's designee to discuss the reason(s) for the proposed termination and to present any evidence on their own behalf for consideration.

ARTICLE 21: **MULTI-TRACK YEAR-ROUND SCHOOLS**

21.100 The District and OUEA have agreed to the provisions of this Article in recognition of the special conditions involved in multi-track assignments. The District agrees to provide maintenance and custodial services, and to develop supply ordering procedures and alterations in the scheduling of standardized testing and grade reporting to accommodate the special characteristics of the multi-track program.

This proposal applies only to those schools designated as multi-track year-round schools (MT-YRS). All definition of terms and other provisions of the OUEA/OUSD Collective Bargaining Agreement shall be applicable.

21.200 Work Year

21.210 Regular Classroom Teachers

Regular classroom teachers in multi-track schools will usually be assigned to only one track of a multi-track schedule. Regular classroom teachers may be assigned to a multiple “Rainbow” schedule only upon voluntary agreement of the affected teacher(s) and only when no eligible qualified teacher from outside the school is willing and available by June 20 to fill the opening. The site administrator shall consult with the teaching staff regarding the selection of teachers for such extended assignments, and shall distribute such opportunities equitable among the staff over a period of years, consistent with District seniority rights and educational program needs.

21.220 Accommodations

In assigning annual bases of assignment, teaching track schedules, flexible work schedules and substitute assignments, the District shall, consistent with educational program needs:

- (1) provide an opportunity for teachers to meet the minimum annual service requirement for STRS and tenure purposes, and
- (2) at the outset of the programs or upon a change in teaching tracks accommodate teachers’ previous plans. When such accommodations are made, the District shall notify the teachers in writing of the possibility that minimum annual service for STRS and tenure purposes may not be met.

21.230 Non-Classroom Teachers and Support Personnel

Non-classroom teachers and support personnel (such as a library media teacher, nurse, RSP teacher, speech and language teacher, psychologist, counselor, etc.) may be assigned to a multiple “Rainbow” schedule upon voluntary agreement of the affected unit member(s). They may also be assigned to a flexible schedule. If after consultation, the site administrator or SELPA director (whichever is appropriate) and a non-classroom teacher or support personnel member are unable to agree upon a particular flexible schedule or special track for the employee, the employee shall be placed on one of the established regular track assignments or be reassigned to another school.

ARTICLE 21: MULTI-TRACK YEAR-ROUND SCHOOLS – continued

21.240 Change of Pay Basis

Employees who are placed on any multi-track pay basis or whose basis is changed shall be informed about their pay basis, rates and schedules and the impact of such change at the time the change is made.

21.250 Pay Periods

Unit members assigned to year-round schools shall be paid on a twelve (12) month basis.

21.300 YEAR-ROUND TRANSFERS

21.310 Right to Remain at School

Unit members who are assigned to a school converting to a year-round schedule shall have the right to remain at that school.

21.320 Right to Transfer From a YRS

Unit members who prefer not to remain on the multi-track year-round schedule shall be considered involuntary transfers and will participate in the district-wide involuntary transfer pool. Refer to Article 4.450 - 4.490.

21.321 Unit members may also choose to be an involuntary transfer after track assignments are completed.

21.322 Should additional positions become available on the involuntary list, unit members not already placed shall be contacted in order of seniority and given the first right of refusal to the position(s).

21.323 After considering open positions, unit members who were involuntary transfers may then choose to participate in the voluntary transfer process per Article 4.200 in order to be considered for subsequent open positions.

21.330 Right to Transfer to a YRS

21.331 Unit members from schools on traditional schedules may apply to a multi-track year-round school via the voluntary transfer process. Refer to Article 4.200 of the Collective Bargaining Agreement.

21.340 Mutual Exchange of Positions

Refer to Article 4.300 of the Collective Bargaining Agreement.

ARTICLE 21: MULTI-TRACK YEAR-ROUND SCHOOLS – continued

21.400 TRACK ASSIGNMENT

21.410 Identification of Track Positions

The site administrator shall identify the grade-level positions and program needs for each track based on projected enrollment.

21.420 Track Assignment Procedure

The assignment of unit members to tracks shall be done through a cooperative effort between the existing staff and the site administrator.

21.430 Grade Level Team Track Selection Meeting

The site administrator and unit members shall meet together to discuss their track preferences. The unit members and the site administrator will reach consensus on preferences. The unit members and the site administrator will reach consensus on assignment of each teacher to a track considering the grade level openings and individual preferences. If all parties agree to the selection of tracks, the proposed track assignments shall be implemented by the site administrator as long as the proposals meet the provisions of Article 21.410.

21.440 Assignment by Seniority

If the site administrator and unit members are unable to reach consensus on track assignments that meet the defined needs, the site administrator shall make track assignments utilizing District seniority with the most senior existing staff member desiring the position receiving the requested assignment. Once track assignments are made, unit members shall not be permitted to change tracks if changing will cause the bumping of another assigned unit member. Newly transferred unit members shall not participate in the seniority track selection process nor be permitted to bump existing staff members from their assigned tracks.

21.450 Accommodation of Personal Needs

After track assignments have been made, the District will make every reasonable effort to accommodate the personal needs of unit members due to conflict of schedules of other household members, including the employee's children's school schedules.

21.460 Track Reassignments

A unit member may be reassigned to a different track for one of the following reasons:

- a. Change in enrollment
- b. Change in student and/or program needs
- c. To allow a teacher to voluntarily fill a vacancy in staffing on a different track
- d. To allow unit members to voluntarily exchange tracks

ARTICLE 21: MULTI-TRACK YEAR-ROUND SCHOOLS – continued

The unit member with the least District seniority shall be reassigned unless there is a volunteer willing to be reassigned. If there is more than one volunteer, the volunteer with the most District seniority shall be reassigned.

21.470 Requests to Change Tracks and/or Grade Levels

Staff unit members who wish to be considered for a change in track and/or grade level should submit the request in writing and give it to the site administrator.

21.500 Special Education

21.510 Right to Remain at School

Unit members assigned to special education at a school shall be given the first priority to remain at the school when it implements a multi-track year-round schedule.

21.520 Right to Transfer from a YRS

Special education unit members who wish to remain on a traditional schedule shall be assigned to a vacant assignment for which they are appropriately credentialed. Teachers who do not wish to remain on the multi-track year-round schedule and for whom there are no available special education positions shall be considered involuntary transfers.

21.530 Right to Transfer to a YRS

Special education unit members who wish to transfer to a year-round schedule shall be so assigned if a vacant assignment for which they are appropriately credentialed is available. Prior to March 15, unit members who wish to be assigned to a special education position at a year-round school shall so inform the SELPA Director in writing.

21.540 SDC Classes at Multi-Track YRS

Multi-track year-round SDC Classes shall be placed on track “D” by the SELPA Director pending classroom space and program needs. Teachers last assigned to the class shall be given the option to remain in the class on the designated track.

21.600 Regular Teachers Serving as Substitutes

21.610 Substitute Service Pay Rate

An off-track member may volunteer to serve as a substitute teacher and will be paid the regular substitute rate except that the member will be paid his/her regular pay rate when performing service in order to meet the minimum annual service requirements in Article 21.220.

ARTICLE 21: MULTI-TRACK YEAR-ROUND SCHOOLS – continued

21.620 Rights of Unit Members Performing Substitute Service

OUEA unit members who perform substitute service during their off-track time shall enjoy all rights and privileges of the OUSD/OUEA Collective Bargaining Agreement.

21.630 Off-Track Teacher Sub-List

At the beginning of each track, the site administrator shall post in a conspicuous place at the school site a list of all employees who requested to substitute during their off-track time.

21.640 Priority for Substitute Service

The priority order for substitute service shall be:

- 1) Unit members needing to meet the minimum annual service requirements in Article 21.220 shall have first priority to perform substitute service.
- 2) Name requests shall have second priority to serve as substitutes for unit members at multi-track year-round schools.
- 3) Off-track unit members who volunteer to serve as a substitute at their own multi-track year-round school shall have third priority.
- 4) Off-track members who volunteer to substitute at other multi-track year-round schools shall have fourth priority.
- 5) Non-name request substitutes shall have last priority to perform service at multi-track year-round schools.

With the exception of name requests, if more than one person in a priority desires a substitute assignment, the one with the most District seniority shall be selected first. Subsequent assignments shall be rotated to the person next highest in seniority.

21.700 EXCHANGE DAYS

21.710 Purpose

The purpose of this section is to provide multi-track school employees with the opportunity to attend conferences, workshops, meetings and other activities which have been scheduled during periods of time when multi-track school employees are on duty.

Exchanges will allow an on-track employee to be absent and time reported on paid non-working status to be replaced by a suitable off-track employee from the same site, and then later reciprocated in order to make up the lost service day.

ARTICLE 21: MULTI-TRACK YEAR-ROUND SCHOOLS – continued

21.720 Procedure

Applications for exchange days should be filed with the site administrator as soon as practicable, and in no event later than five (5) working days prior to the exchange. The dates of the exchange must first be agreed to in writing by the employees involved, on a form to be made available by the District. Any subsequent changes must also be approved in writing in advance.

21.730 Restrictions

An employee is limited to five (5) exchange days per school year. An employee shall be permitted to exceed the exchange day limit to a maximum of ten (10) days provided the additional five days are utilized for attendance at educational conferences, seminars or workshops which must be directly related to the employee's current assignment. The conferences, seminars or workshops must also enhance the employee's knowledge of the subject(s) taught and/or increase the methodology skills associated with teaching. The above limits may be exceeded with the approval of the site administrator. There shall be no costs incurred to the District.

21.740 Failure to Meet Service Obligation(s)

Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the day(s) in question. Paid leave time may not be used to avoid service obligations.

21.750 Dispute Resolution

Where disputes arise regarding the service obligation in Article 21.740, the employee may appeal the matter to the next higher administrative authority for resolution. These disputes are not subject to the grievance procedures of Article 8.

21.800 Notice Requirements Relating to Schedule Changes

21.810 Notice of a Possible School Calendar Change

Notice that a change in schedule for a school (from traditional or single track to multi-track, from multi-track to traditional or single track, or from one multi-track system to another) is under consideration shall be given to affected employees on or before December 1.

21.820 Notice of a School Calendar Change Decision

Notice that a change in schedule for a school has been determined or adopted shall be given to affected employees on or before April 1.

21.830 Notice of Assignments

Individual teachers shall be given notice by April 15 of their tentative assignments (track, grade and subject) for the following year and promptly notified as to any subsequent changes in their assignment pursuant to the provisions of Article 21.470.

ARTICLE 21: MULTI-TRACK YEAR-ROUND SCHOOLS – continued

21.900 Communication

Each multi-track school site administrator shall take diligent steps to communicate significant District and school announcements to employees who are off-track so that they have the opportunity to participate fully in District and school activities. Examples include information regarding application dates for programs such as Mentor Teacher, grants, transfers and leaves, and information regarding school events such as Open House, Back-to-School, holiday observances, and faculty election matters. Employees interested in promotional opportunities are expected to contact the Human Resources Office for information relating thereto. The site administrator and OUEA Building Representatives shall jointly formulate a method by which such communications are transmitted. The OUEA Building Representatives shall also receive a copy of all such communications.

21.1000 Extra Pay Assignments Extra pay for the employee providing services to all tracks (e.g., department chairs, paid coordinators, etc.) shall be funded on the basis of 120% of the existing rate so as to extend the services year-round. If the coordinator decides not to serve while off-track, the duties will be assigned to another employee and the differential paid accordingly (i.e., 20% attributable to the off-track period of time). Exempt from this requirement are coordinatorships which are seasonal in nature or “trackbased”, such as the various coaching and activity assignments.

21.1100 “Roving Teachers”

21.1110 Definition

The term “roving” teacher as used herein refers to those whose assignment requires that they change classrooms each time any of the tracks goes on track break. The term does not encompass those whose classroom assignments rotate on a less frequent basis, nor does it encompass “traveling teachers”.

21.1120 Relief from Non-instructional Duties

The extra effort and time associated with service as a “roving” teacher shall be taken into account when assigning non-instructional duties which normally would be shared and distributed among a school’s staff. Except in unusual circumstances, “roving” teachers shall not be required to be assigned to combination classes, to yard duty and to committees.

21.1130 Moving and Storage

Equipment for “roving” teachers to transport and store their supplies and material shall be a high priority in the funding of the Multi-Track School Program. Also, reasonable assistance shall be provided to “roving” teachers for moving heavy or cumbersome equipment and supplies.

ARTICLE 21: MULTI-TRACK YEAR-ROUND SCHOOLS – continued

21.1200 Classroom Sharing

21.1210 Equitable Distribution

At elementary schools, any room changes or rotating room assignments designed to share limited classroom space, including but not limited to “roving” systems, shall be distributed in a reasonable and equitable manner. When a classroom sharing system is newly implemented, which involves “roving” teachers, the method for achieving equity in “roving” assignments shall be first by volunteers, then by rotation on the basis of district seniority with the least senior teacher in the affected grades assigned first.

21.1220 Exemption for New Teachers

New inexperienced teachers shall be exempt from “roving” assignments during their first year of service except in unusual circumstances.

21.1230 Shared Responsibility

Teachers who share a classroom due to “roving” or rotating room assignments shall share responsibility for maintaining a suitable room environment, with each teacher assuming proportionate responsibility. They shall also cooperate in the utilization of the classroom’s storage space, facilities and equipment.

21.1300 Multi-Track Schools Committee

A three-member subcommittee appointed by the OUEA president shall meet periodically with the District administration responsible for the Multi-track School Program to discuss matters of concern.

Released time will be granted for meetings which are held during the employees’ assigned work hours.

21.1400 Intersession

Unit members serving in multi-track year-round schools shall have a comparable ability to provide service during their off-track time to that provided to teachers at traditional calendar schools by summer school programs. Such “intersession” programs for multi-track teachers shall be held during their off-track time and shall conform to the provisions of Article 14: Summer School.

SIGNATURES OF AGREEMENT

In witness whereof, the parties have caused this document to be executed by their duly authorized officer this _____ day of _____, 2003.

For the Orange Unified School District Board of Education:

Date

For the Orange Unified Education Association

Date

APPENDIX A

Recognition Agreement Adopted by the Board of Education

- WHEREAS: Section 3540, et seq., of the Government Code, Title I, Division 4, Chapter 10.7 (Rodda Act) provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and
- WHEREAS: The Orange Unified Education Association, affiliated with the California Teachers Association and the National Education Association, has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the Rules and Regulations of the Public Employment Relations Board; and
- WHEREAS: The Orange Unified Education Association agrees not to seek a clarification or amendment of the representation unit as set forth below:

THEREFORE, BE IT RESOLVED, that the Orange Unified School District Board of Education hereby grants exclusive recognition to Orange Unified Education Association for the employees in the representation unit which is comprised of the following positions:

All certificated personnel including:

- Classroom Teachers
- Special Education Teachers
- Counselors
- Media Specialists
- Nurses
- Itinerant Teachers, Adaptive P.E., Music
- Psychologists
- Resource Teachers
- Resource Specialists
- Home and Hospital Teachers
- E.S.L., Bilingual
- Bilingual Resource Teachers
- Summer School Teachers
- Reading Resource Teachers
- R.O.P.
- Child Welfare and Attendance Counselors
- PDP Resource
- PDP Teacher Specialists
- Part-time District Department Chairpersons
- Work Experience Teachers
- Science Facilitators

APPENDIX A - continued

Any new positions as created by the school district not qualifying for administrative salary schedule placement and excluding all other positions not designated, including, but not limited to:

Superintendent of Schools
Deputy Superintendent
Assistant Superintendents
Associate Superintendents
Directors
Administrators
Administrative Assistants
Principals
Assistant Principals
Director of Student Activities
Coordinators
Full-time District Department Chairpersons
Management Team – El Rancho Middle School
Management Team – Middle School
Program Specialist/Exceptional Pupil Services

Any new position created by School District qualifying for administrative salary placement.

Appendix B1 CT/CE - TEACHER/NURSE SALARY MATRIX

2002-2003

3 % Eff: 7/1/02 Bd: 12/19/02

STEP	COL 1	DAILY	MTYR	COL 2	DAILY	MTYR	COL 3	DAILY	MTYR	COL 4	DAILY	MTYR
	BA+30			BA+45 OR MA			BA+75 or MA w/60			BA+75 w/MA or MA+45		
ENTRY	35,020	189.297	194.556									
1	39,782	215.038	221.011	42,301	228.654	235.006	45,812	247.632	254.511	46,421	250.924	257.894
2	41,174	222.562	228.744	43,782	236.659	243.233	47,416	256.303	263.422	48,046	259.708	266.922
3	42,615	230.351	236.750	45,314	244.941	251.744	49,075	265.270	272.639	49,727	268.795	276.261
4	44,107	238.416	245.039	46,900	253.514	260.556	50,793	274.557	282.183	51,468	278.205	285.933
5	45,650	246.757	253.611	48,542	262.389	269.678	52,571	284.168	292.061	53,269	287.941	295.939
6	47,248	255.395	262.489	50,241	271.573	279.117	54,411	294.114	302.283	55,133	298.016	306.294
7	48,902	264.335	271.678	51,999	281.076	288.883	56,315	304.405	312.861	57,063	308.449	317.017
8	50,613	273.584	281.183	53,819	290.914	298.994	58,286	315.059	323.811	59,060	319.243	328.111
9	52,385	283.162	291.028	55,703	301.097	309.461	60,326	326.086	335.144	61,127	330.416	339.594
10				57,652	311.632	320.289	62,438	337.503	346.878	63,267	341.984	351.483
11							64,623	349.314	359.017	65,481	353.951	363.783
12							66,885	361.541	371.583	67,773	366.341	376.517
13										70,145	379.162	389.694
14												
15												
16							69,226	374.195	384.589	72,600	392.432	403.333
17												
18												
22							71,649	387.292	398.050	75,141	406.168	417.450
26										77,771	420.384	432.061
30										81,192	438.876	451.067

185 DAYS
180 DAYS - MTYR

ORANGE UNIFIED SCHOOL DISTRICT

CC - COUNSELOR SALARY MATRIX

2002-2003

3 % Eff: 7/1/02 Bd: 12/19/02

STEP	COL 1	DAILY	COL 2	DAILY	COL 3	DAILY	COL 4	DAILY
	BA+30		BA+45 OR MA		BA+75 or MA w/60		BA+75 w/MA or MA+45	
ENTRY								
1	42,823	219.605	45,000	230.769	48,531	248.877	49,410	253.385
2	44,322	227.292	46,575	238.846	50,229	257.585	51,140	262.256
3	45,873	235.246	48,205	247.205	51,987	266.600	52,930	271.436
4	57,479	294.764	49,892	255.856	53,807	275.933	54,782	280.933
5	49,140	252.000	51,638	264.810	55,690	285.590	56,699	290.764
6	50,860	260.821	53,446	274.082	57,640	295.590	58,684	300.944
7	52,641	269.954	55,316	283.672	59,657	305.933	60,738	311.477
8	54,483	279.400	57,252	293.600	61,744	316.636	62,864	322.379
9	56,390	289.179	59,256	303.877	63,905	327.718	65,064	333.662
10			61,329	314.508	66,142	339.190	67,341	345.338
11					68,458	351.067	69,698	357.426
12					70,854	363.354	72,137	369.933
13							74,663	382.887
14								
15								
16					73,333	376.067	77,277	396.292
17								
18								
22					75,900	389.231	79,981	410.159
26							82,780	424.513
30							86,288	442.503

195 DAYS

ORANGE UNIFIED SCHOOL DISTRICT

CM - MEDIA SPECIALIST SALARY MATRIX

2002 - 2003

3 % Eff: 3/1/02 Bd: 12/19/02

STEP	COL 1	DAILY	COL 2	DAILY	COL 3	DAILY	COL 4	DAILY
	BA+30		BA+45 OR MA		BA+75 or MA w/60		BA+75&MA or MA+45	
ENTRY								
1	43,643	218.215	45,755	228.775	49,501	247.505	50,199	250.995
2	45,171	225.855	47,356	236.780	51,233	256.165	51,955	259.775
3	46,752	233.760	49,014	245.070	53,026	265.130	53,774	268.870
4	48,388	241.940	50,729	253.645	54,883	274.415	55,656	278.280
5	50,082	250.410	52,504	262.520	56,803	284.015	57,604	288.020
6	51,835	259.175	54,342	271.710	58,791	293.955	59,621	298.105
7	53,649	268.245	56,244	281.220	60,849	304.245	61,707	308.535
8	55,526	277.630	58,213	291.065	62,979	314.895	62,867	314.335
9	57,470	287.350	60,250	301.250	65,184	325.920	66,102	330.510
10			62,358	311.790	67,465	337.325	68,416	342.080
11					69,827	349.135	70,810	354.050
12					72,270	361.350	73,289	366.445
13							75,853	379.265
14								
15								
16					74,800	374.000	78,509	392.545
17								
18								
22					77,418	387.090	81,257	406.285
26							84,101	420.505
30							87,711	438.555

200 DAYS

ORANGE UNIFIED SCHOOL DISTRICT

**CP/CO - PSYCHOLOGIST SALARY MATRIX
2002-2003**

3 % Eff: 7/1/02 Bd: 12/19/02

	10 MONTH	DAILY
STEP ENTRY	41,293	206.465
1	64,745	323.725
2	67,435	337.175
3	70,432	352.160
4	73,510	367.550
5	76,868	384.340
6	79,450	397.250
7	81,039	405.195
8		
9		
14	82,813	414.065
18	85,470	427.350
22	86,337	431.685
26	88,751	443.755
30	89,907	449.535

200 DAYS

ORANGE UNIFIED SCHOOL DISTRICT

Appendix B5 SPEECH LANGUAGE THERAPIST SALARY SCHEDULE

2002 - 2003

3% Eff: 7/1/02 BD: 12/19/02

STEP	COL 1	DAILY	COL 2	DAILY	COL 3	DAILY
	Emerg or Waiver w/ Speech w/BA+30		CREDENTIALLED Speech Therapy wo/ MA		CREDENTIALLED Speech Therapy w/MA	
ENTRY	35,588	189.298				
1	41,997	223.388	44,558	237.011	48,744	259.277
2	43,411	230.910	46,062	245.011	50,395	268.059
3	44,876	238.702	47,619	253.293	52,104	277.149
4	46,392	246.766	49,231	261.867	53,872	286.553
5	47,961	255.112	50,900	270.745	55,702	296.287
6	49,584	263.745	52,626	279.926	57,598	306.372
7	51,265	272.686	54,413	289.431	59,559	316.803
8	53,004	281.936	56,262	299.266	61,588	327.596
9	54,804	291.511	58,176	309.447	63,689	338.771
10			60,157	319.984	65,862	350.330
11					68,113	362.303
12					70,442	374.691
13					72,853	387.516
14						
15						
16					75,348	400.787
17						
18						
22					77,930	414.521
26					80,603	428.739
30					84,079	447.229

188 DAYS

ORANGE UNIFIED SCHOOL DISTRICT

APPENDIX B6

CR 2002 - 2003 R.O.P. SALARY SCHEDULE

3% Eff 7/1/02 BD 12/19/02

<u>STEP</u>	<u>RATE</u>
1	27.60
2	28.84
3	30.21
4	32.60

APPENDIX B7

EXTRA PAY

Note: Extra pay assignments for 2001-2002 that are based on a percentage of basic salary schedule step 1A shall utilize the Interim Salary Schedule that was effective July 1, 2001.

A. Extra Service Projects

Projects involving curriculum improvement, development of instructional materials and techniques and other similar activities provide extra service opportunities for certificated employees, or the opportunity to develop curriculum materials for the students. These extra service assignments must be recommended by the Superintendent or designee and approved by the Board of Education. Assignment to such approved subjects will be accompanied by remuneration in addition to the employee's regular salary to compensate for the added time and responsibility. The additional amount shall be paid outside the employee's regular contractual salary and in not more than quarterly installments.

Project proposals shall include the program to be developed within a given time frame. Any additional time must be approved by the Superintendent or designee.

Additional information regarding special project participation, recommendations for project topics, etc., may be obtained from the Division of Instruction.

B. Department Chairpersons

1. All middle schools will have a total of nine department chairpersons/curriculum facilitators. Five of these curricular areas will be consistent for each middle school including:

Language Arts	Social Science	Mathematics
Science	Physical Education	

The four remaining curricular areas represented by facilitators are to be determined by each site based on site specific needs.

2. All comprehensive high schools will have a total of ten department chairpersons. Eight of these departments would be consistent for each comprehensive high school including:

Vocational Education	Business	Home Economics
Industrial Arts	ROTC	Technology
Drama	Social Studies	Art
Science	Special Education	Foreign Language
Mathematics	Performing & Fine Arts	Language Arts
Instrumental & Vocal Music		

APPENDIX B7 – continued

3. The continuation high school will have a total of two department chairpersons. The curricular areas represented are to be determined by the site.
4. Open department chair positions shall be filled collaboratively through a site based process administered by the principal.
5. The district may, at its sole discretion, maintain the position of Elementary Curriculum facilitator. This amount shall be adjusted proportionally for less than a full time position.

(Percentage of Basic
Salary Schedule Step 1A)

- | | | |
|----|-----------------------------------|------|
| 6. | Secondary Department Chairperson | 4.15 |
| | Elementary Curriculum Facilitator | 2.6 |

C. Certificated Salary Rates - Hourly

Home & Hospital Teaching	0.08
Summer School Teaching/Saturday School	0.08
Work Experience (Additional Duty Time)	0.08
Saturday work Study and Detention	0.0542
Noon Supervision (45 minutes)	¾ of 0.0542
Noon Supervision (Full Hourly Rate)	0.0542
Miscellaneous Hourly Rate	0.08

MILEAGE: Unit members will continue to be eligible for mileage reimbursement at the current maximum IRS reimbursement rate according to the established practices of the District for such reimbursement. In addition, reimbursement will be available for "Open House," "Back-to-School" and supervision duties which require a unit member to return to school in the evening and which are not compensated by listed stipends. Payment will be made upon the accumulation of a reimbursable amount in excess of ten dollars (\$10.00). Amounts less than \$10 shall be submitted at the end of the work year, with payment to be made following the work year.

D. Athletics and Special Assignments

(Percentage of Basic
Salary Schedule Step 1A)

Senior High School

- | | |
|--------------------------------------|-------|
| Athletic Director (2) (one each sex) | 11.22 |
|--------------------------------------|-------|

APPENDIX B7 - continued

	(Percentage of Basic Salary Schedule Step 1A)
Trainer (no coaching (2) – (one each sex)	(9.82) 5.08
Floating Stipend*	4.76
*May be used in any co-curricular area.	
 Senior High School Boys	
Football	
Varsity	10.25
Varsity Coordinator (3)	6.69
Varsity Assistant (2)	6.53
Sophomore (2)	6.06
Sophomore Assistant (1)	4.34
Freshman (1)	5.76
Freshman Assistant (2)	4.34
Basketball	
Varsity	8.35
Junior Varsity	5.83
Sophomore/Freshman	5.24
Baseball	
Varsity	7.71
Junior Varsity	5.45
Sophomore/Freshman	5.08
Wrestling	
Varsity	7.34
Varsity Assistant	5.87
Sophomore/Freshman	5.24
Cross Country	
Varsity	6.34
Varsity Assistant (co-ed)	5.08
Track & Field	
Varsity	8.47
Varsity Assistant	5.51
Sophomore/Freshman	5.23

APPENDIX B7 - continued

	(Percentage of Basic Salary Schedule Step 1A)
Tennis	
Varsity	6.43
Junior Varsity	5.36
Water Polo	
Varsity	6.25
Varsity Assistant	5.00
Sophomore/Freshman	5.24
Swimming	
Varsity	7.39
Varsity Assistant (Boys or Girls)	5.08
Soccer	
Varsity	6.68
Junior Varsity	5.51
Volleyball	
Varsity	6.10
Junior Varsity	4.83
Sophomore/Freshman	4.83
Golf	
Varsity	6.18
Junior Varsity	5.24
Senior High School Girls	
Cross Country	
Varsity	6.34
Volleyball	
Varsity	6.10
Junior Varsity	4.83
Sophomore/Freshman	4.83
Tennis	
Varsity	6.43
Junior Varsity Assistant	5.36

APPENDIX B7 - continued

	(Percentage of Basic Salary Schedule Step 1A)
Golf	
Varsity	6.18
Junior Varsity	5.24
Soccer	
Varsity	6.68
Junior Varsity Assistant	5.51
Basketball	
Varsity	8.35
Junior Varsity	5.83
Sophomore/Freshman	5.24
Track & Field	
Varsity	8.47
Varsity Assistant	5.51
Sophomore/Freshman	5.23
Softball	
Varsity	7.71
Junior Varsity	5.45
Sophomore/Freshman	5.23
Swimming & Diving	
Varsity	7.39
Varsity Assistant	5.08
Water Polo	
Varsity	6.25
Varsity Assistant	5.00
Sophomore/Freshman	5.24
E. Senior High School Miscellaneous Assignments	
Drill Team Director	6.72
Dance Director	5.17
Assistant (one assistant for either Drill, Dance or Music to be determined by Principal)	3.21
Cheerleader Advisor	5.44

APPENDIX B7 - continued

(Percentage of Basic
Salary Schedule Step 1A)

Music	
Vocal Music	7.13
Instrumental	7.97
Drama	6.90
Speech (forensic)	5.57
Journalism	5.24
Yearbook	6.19
Class Advisor (1 per class/4 per school)	3.42
Academic Competition Director	7.08
Mock Trial Advisor	3.20

- F.** Ten percent (10%) of the season stipend, according to the above schedules, will be paid to varsity high school head coach and varsity assistant(s) for each week the coaches' team(s) remain in the C.I.F. playoffs. This provision applies to the following sports: football, basketball, baseball, water polo, volleyball, soccer, field hockey and softball. In addition, when football participates in CIF competition, the Band Director will receive 10% additional stipend for each week of competition.

For the activities of cross country, track, tennis, swimming and diving, wrestling and badminton -- ten percent (10%) of the season stipend will be paid to the head coaches for each week that a coach's athletes are in competition in C.I.F./Ss Prelims, Finals, State Qualifying and the State Final Meet. Ten percent (10%) of the season stipend will be paid to one assistant coach when nine or more athletes have qualified for and are actively participating in post-season competition in C.I.F./Ss Prelims, Finals, State Qualifying and the State Final Meets.

G. Middle School Athletics and Miscellaneous Assignments

District Middle School Sports Coordinator	17.94
School Sports Coordinator	
Boys (2.3825 per quarter/season of sport)	9.53
Girls (2.3825 per quarter/season of sport)	9.53
Sports Assistant (1 per quarter/season of sport per school)	1.19

Note: *Additional Stipend per season of sport available on a school-by-school basis for large student population. (As approved by Assistant Superintendent Secondary)*

APPENDIX B7 - continued

	(Percentage of Basic Salary Schedule Step 1A)
Vocal Music	3.80
Instrumental Music	3.80
Floating stipends (5)	2.17

H. Elementary Schools

Unit members participating in the District's Outdoor Education Program shall receive a stipend of .0085 of Step 1A.

APPENDIX C

Section 1: Salary Schedule Placement - Approval of Graduate Credit for Columnar Salary Advancement

- A. Only official college transcripts indicating a grade of AC@ or higher will be accepted for salary advancement purposes. An official transcript is one that bears the official seal of the college and/or the original signature of the registrar or deputy. However, if the transcript may be delayed, a letter or document, signed by an appropriate college/university official and including the official college seal, which indicates course completion and/or which indicates the completion of course work towards the posting of a degree, shall be accepted in lieu of a college transcript (until receipt of official transcript). When the transcript or appropriate document has been received by the Personnel Division and recorded, a receipt shall be sent to the unit member.
- B. Unit members shall keep their records current by submitting an official transcript as soon as a column change is anticipated.
- C. Unit members with any questions regarding these regulations are encouraged to contact the Personnel Division Office.

CREDENTIAL REQUIREMENTS

Certificated staff members must hold a valid California credential appropriate for their assignment.

Section 2: Columnar Requirements

Entry Level Entry Level Salary: Including the Bachelor=s Degree, but less than the minimum requirements for AColumn A,@ listed below.

Column A Including 30 semester units taken after the Bachelor=s Degree completion or Master=s Degree or Vocational Credential or Clear (Standard) Credential. Unit members covered by the agreement (Appendix C1) between the Association and the District dated November 12, 1985, shall be placed on this Column in Accordance with that agreement (Appendix C1).

Column B Including 45 semester units taken after the Bachelor=s Degree completion or a Master=s Degree.

Column C Including 75 semester units taken after the Bachelor=s Degree completion or 60 semester units after the Bachelor=s Degree including a Master=s Degree or Master=s Degree plus 30 semester units taken after the Master=s.

APPENDIX C – continued

NOTE: In order to advance to Column C without a Master=s Degree, units must conform with Board Approval Guidelines, Section 4-M.

Column D Including 75 semester units taken after the Bachelor=s Degree including a Master=s Degree or Master=s Degree plus 45 semester units taken after the Master=s.

NOTE: A Master=s Degree outside of the provisions of Section 4N will be accepted upon initial placement on the salary schedule, with the exception of degrees in religion/divinity.

Section 3: Crediting of Previous Experience

Only previous K-12 contractual experience, requiring a regular teaching credential, for at least 75% of a school year will be considered in items A below. When a unit member is hired during the school year and he/she has been under contract in another California public school system, the unit member=s total time under contract during that school year will be considered for salary placement only. Experience as an intern will be considered for purposes of this Article.

- A. Unit members new to the District will be allowed one step for each year of teaching experience completed after having received the BA degree. Maximum ten (10) years experience allowed for those employees hired on or after July 1, 1986, the maximum salary step for new unit members to the District shall be Step 11. No service credit shall be given for unit members who only qualify for the AEntry Level Salary.@
- B. Unit members new to the District will be allowed one step for each two (2) years of teaching experience completed before having received a BA degree. Maximum twenty (20) years experience allowed, maximum for new teachers to the District is Step 11. No service credit shall be given for unit members who only qualify for the AEntry Level Salary.@
- C. For School Nurses, crediting of previous experience in hospital nursing, community health, or comparable fields requiring comparable skills in patient teaching, family intervention, physical assessment, emergency care, chronic disease management, infectious disease control and public relations for at least 75% of a calendar year, will be considered for items A & B above with the exception that School Nurses having comparable experience, will be exempt from AEntry Level Salary@ status.

APPENDIX C – continued

Section 4: Salary Schedule Placement/College Training

The following guidelines will be used in crediting salary schedule column advancement.

- A. Unit members qualifying for the AEntry Level Salary@ shall remain at this level until they met the minimum requirements for placement on any other salary column (A-D). Upon verification of documentation qualifying unit members for placement upon any other salary column (A-D), the unit member shall then be placed upon the appropriate step on that salary column in accordance with his/her length of service.
- B. School Nurses who have a Bachelor=s degree, qualify for crediting of previous experience, but have not completed 30 semester units after the Bachelor=s degree or the appropriate clear credential, shall be exempt from placement at AEntry Level Salary@; shall instead, be placed on Column A; and shall advance on the salary schedule in accordance with the Agreement for unit members.
- C. Unit members placed on ACOLUMN A@ of the Salary Schedules by the agreement (Appendix C1) between the Association and the District shall advance on the schedule in accordance with that agreement (Appendix C1).
- D. In order to make columnar advancement, unit members must complete and submit, on an official district form, written notification of intent to change column.
- E. All college credits which will qualify a unit member for a new salary placement must be verified by official college transcripts in order to justify a contract revision. Salary revision shall be effective the first of the month following district approval (as stipulated by this Article) of the necessary credits for column advancement.
- F. The unit requirement for each salary column is stated in semester hours of credit; quarter hour credits can be converted into semester hours by multiplying $2/3$.
- G. For salary schedule purposes, only semester units earned after the completion of the Bachelor=s Degree shall be considered.
- H. Credit will not be granted for any course for which less than a AC@ grade is earned.
- I. Unit members shall not enroll in courses which conflict with the work day.
- J. A major teaching field is considered to be 36 semester hours (12 of which must be upper division or graduate), a minor teaching field is considered to be 20 semester hours (8 of which must be upper division or graduate).

APPENDIX C - continued

- K. Upper division or graduate courses that shall be credited:
1. A subject directly related to the assignment.
 2. A subject directly related to a unit member=s major or minor.
 3. A subject directly related to an advanced degree in professional education or a teaching/work assignment.
 4. A subject required for a California credential.
 5. For unit members in a self-contained classroom program; a subject commonly taught in the elementary school.
 6. For unit members in a departmentalized classroom program; courses in an additional major or minor (See K-4 following).
- L. Lower Division or graduate courses that shall be credited:
1. Courses required by a California credential, evaluation, or renewal.
 2. Courses required by an advanced degree related to the teaching/work assignment.
 3. A course, not previously taken, that is offered by an accredited institution and which is directly related to the teaching/work assignment.
- M. Repeat credit may be granted for a course taken at an accredited institution in which the content field has recently undergone substantial change or, in the case of a course originally taken many years ago, an updating of study is desirable.
- N. Course work started after June 15, 1978, for units beyond 45, must be upper division or graduate level courses that have had prior approval of the Personnel Office, and must conform to the following guidelines:
1. Units shall be taken in an accredited four-year institution.
 2. Units shall be taken in a subject directly related to the teaching/work assignment.
 3. Units shall be taken in a subject directly related to a person=s major or

minor.

APPENDIX C - continued

4. Units may be considered in a subject directly related to an advanced degree in professional education.
5. Units shall be taken in a subject directly related to an additional credential or certificate authorized by the California Commission on Teacher Preparation and Licensing.
6. Units may be taken in a Board authorized, District sponsored, professional activity. Credit equivalent will be adopted at the time of such Board action.
7. When course work which is taken for credit over the period of a weekend has been canceled or modified after the unit member has arrived on site, the unit member may take alternative course work and assume the risk of not receiving approval. However, such unit member may, therefore, seek approval if such work fits the above criteria.

Section 5: Service Advancement

After initial placement on the appropriate salary schedule the unit member shall advance one (1) step for each year of service in which he/she was paid contractual status for at least 75% of the school year, except as outlined in Section 2, Section 3, 3A, Section 4A, 4B of this Appendix and Appendix C1.

Section 6: Methods of Salary Payment for Certificated Personnel

The following guidelines will be observed in the payment of salary warrants:

- A. Unit members shall have the option of receiving salary warrants on either a ten-month or twelve-month basis pursuant to the following:
 1. Unit members opting the ten-month payment shall have the contractual salary paid in ten (10) equal installments.
 2. Unit members opting twelve-month shall have one-sixth (1/6) of the contractual salary deducted during the first ten (10) months of the contractual year. The withheld amount shall be paid in two (2) equal installments during the summer following the contractual year - the last working day of July and August. All deduction shall be made during the ten-month period. Method of payment may be changed only at the time

stipulated in paragraph A3" (three) below.

APPENDIX C - continued

3. Unit members opting the twelve-month payment shall notify the Personnel Division the preceding year on the form provided.
- B. Unit members working between two hundred (200) and two hundred nineteen (219) days per school year, shall have their annual salaries paid in eleven (11) monthly payments beginning with September of any school year unless the twelve-month payment is opted by the unit member.
- C. Unit members working two hundred twenty (220) days or more per school year shall have their salary paid in twelve (12) payments beginning with August of any school year.
- D. All annual voluntary deductions shall be made in ten (10) equal installments for unit members working a regular teacher calendar. The number of such voluntary installments shall depend on the effective date the payroll deduction authorization is executed.
- E. In the event that a unit member is misplaced on the salary schedule, immediate adjustment shall be made. In no case shall salary adjustment be made for years beyond the year in which the misplacement was discovered, except that a unit member may receive salary adjustment for prior years should the adjudication of a grievance determine that a prior payment adjustment is warranted.

APPENDIX D1

Early Retirement

To be eligible for the early retirement incentive program a unit member of the Orange Unified School District must meet the following minimum requirements:

- A. Have completed a minimum of ten (10) years of continuous satisfactory service to the District.
- B. Must have attained the age of 55 prior to entering the program.
- C. Must serve an agreed upon number of days per year, not to exceed thirty (30), at activities mutually agreed upon by the unit member and the District. Such activities, by definition, shall be in the best interest of the District.
- D. Unit members opting to participate in this program must resign their position with the District and may not return to regular employment.
- E. Unit members opting this program may terminate the program at the end of any school year within the range of the contract and/or with the written consent of the District.

Unit members approved for this program shall be eligible for the following benefits:

- A. An annual contract for a period of five (5) years, or to age 65, whichever comes first. Unit members are eligible for only one such contract with the District.
- B. District paid fringe benefit program, not including life insurance.
- C. Compensation shall be predicated upon the unit member's daily rate at the time of resignation.

APPENDIX D2

Pre-retirement/Part-time Employment Plan

Unit members may engage in part-time employment with full pre-retirement benefits effective July 1, 1983, with applications to be received by March 1 of each year, subject to the conditions as set forth below:

- A. The unit member must have reached the age of 55 to attain eligibility in the plan.
- B. The unit member must have been employed full-time in a position requiring certification for at least 10 years, of which the immediately preceding five years were full-time employment, all in the District.
- C. The option of part-time employment will be exercised at the request of the unit member, and the participation can be revoked only with the mutual consent of the employer and the unit member, except that such unit member shall be subject to layoff and dismissal according to the appropriate contractual and statutory provision.
- D. The unit member shall be paid a salary which is the pro-rata share of the salary the unit member would be earning had the unit member not elected the option of part-time employment, and shall retain all other rights and benefits for which the unit member makes the payments that would be required if he remained in full-time employment.
- E. District paid fringe benefit program, not including life insurance.
- F. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required during the final year of service in a full-time position by the unit member.
- G. A unit member may not participate in this retirement plan past the age of 65 years, or for more than five years, whichever comes first.
- H. Once a unit member has elected to be on a part-time status, such unit member cannot return to full-time employment status, except by mutual agreement between the District and unit member, and may not thereafter return to part-time status.
- I. Unit members on a part-time employment status will accrue seniority on the same pro-rata basis as their employment pro-rata.
- J. The final determination as to which unit member will participate in this program and the form of part-time employment rests within the sole discretion of the Board of Education.
- K. The participation in this plan shall be limited to no more than a total of 5% of the total of the unit.

APPENDIX D3

EARLY RETIREMENT OPTION

30 YEARS AT AGE 50

1. The District in accordance with Education Code Section 24000 shall permit all unit members with 30 years of credited service to retire at age 50 or older and receive an annual allowance equal to 2 percent for each year of credited service.
2. If the unit member is age 50, but under age 55, the credited service allowance shall be reduced by one-quarter of 1 percent for each full month or fraction of a month which will elapse until the member would have reached age 55 and one-half of 1 percent for each full month or fraction between 55 and 60.

APPENDIX D4

"GOLDEN HANDSHAKE" EARLY RETIREMENT INCENTIVE PROGRAM

The District may, at its sole discretion, implement the provisions of the "Golden Handshake" Early Retirement Incentive Program (A.B. 2223)*. This program provides up to two (2) years of additional service credit for eligible employees.

Eligibility

Employees must:

1. Have served five (5) years in OUSD ten (10) consecutive years to receive medical benefits) and are at least fifty-five (55) years of age.
2. During a window period identified by the District, send a letter to the Personnel Office giving notice of intent to retire (with the last date of paid service no later than June 30) and requesting to participate in the "Golden Handshake" Program.

Benefit

The benefit provided by this Program is the additional service credit which increases each person's monthly State Teachers Retirement System (S.T.R.S.) benefit check.

* Subject to continued legislative action by the State.

This program will be annually updated for eligibility requirements and other necessary program language to be consistent with the most recent legislation on this issue. Information regarding eligibility for retiree benefits will be included with this information.

APPENDIX E

Orange Unified School District
Final Evaluation and Rating Form

Form #3-A

Name:

School:

School Year:

Teaching Assignment:

	Meets District Standards	Needs Improvement	Unsatisfactory
I. INSTRUCTIONAL SKILLS			
a. Shows evidence of preliminary diagnosis of students			
b. Analyzes learning and presents to students in logical order			
c. Teaches to one objective			
d. Involves students in lessons			
e. Consistently checks for student understanding and adjusts instruction when necessary			
f. Motivates students to learn			
g. Plans and teaches for retention			
h. Demonstrates effective classroom standards			
i. Demonstrates effective management (adequate detail given ahead of time in preparation of materials, etc.)			
j. Reviews learnings			
k. Makes appropriate homework assignments			
l. Follows approved Course of Study			
m. Prepares appropriate lesson plans			
II. MANAGEMENT SKILLS			
a. Communication			
b. Discipline, student control			
c. Decision-making (judgement)			
d. Initiative			
e. Flexibility			
f. Consistency			
III. PERSONAL AND PROFESSIONAL CHARACTERISTICS			
a. Human relations			
b. Health			
c. Personal appearance			
d. Speech, voice and language			
e. Knowledge			
IV. SUPPORTS DISTRICT AND SCHOOL GOALS, PLANS, POLICIES & PROCEDURES			

OVERALL PERFORMANCE SUMMARY

(Completed by evaluator based on personal appraisal and the contents of the Certificated Employee Appraisal folder.)

MEETS WITH DISTRICT STANDARDS

NEEDS IMPROVEMENT

UNSATISFACTORY

Comments:

STATUS OF EMPLOYMENT:

_____ This employee has tenure.

_____ This employee is probationary, temporary or is a long-term substitute. (Circle appropriate term.)

_____ A contract for next year will be recommended.

_____ Re-employment will not be recommended.

EVALUATEE STATEMENT:

I acknowledge that I have seen the above evaluation. I understand that my signature does not necessarily mean that I agree with this evaluation, but that I acknowledge receipt of a copy of it.

Final Evaluation and Rating Conference held

_____ (Evaluee)

APPENDIX E

on _____ (Evaluator)

Distribution of Copies: ___ Official Personnel File ___ Evaluatee Copy ___ Evaluator Copy

APPENDIX F

REPRESENTATION FEE

Section 1: Employee Rights

- A. The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.
- B. Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in section 6 below.

Section 2: Unit Members' Obligation to Exclusive Representative

- A. A bargaining unit member who does not fall within one of the exempted categories as set forth in Sections 7 below, and who has not voluntarily made application for membership in the Association within the sixtieth (60th) day following the date upon which said employee has been formally hired by the District as a bargaining unit employee, must as a condition of continued employment in the District pay annually to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.
- B. In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in section 13.400 of this Agreement and Education Code Section 45061. There shall be no charge to the Association for such mandatory agency fee deductions.
- C. Prior to beginning such automatic payroll deduction, the Association will certify to the District in writing that the employee whose pay is to be effected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Section 6 herein.

Section 3: Definition of Representation Fee

- A. The representation fee collected pursuant to section 2 above from unit members who are not members of the Association shall be the amount authorized by Section 3540.1(I)(2) of the California Government Code.

APPENDIX F - continued

- B. Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 8 herein.

Section 4: **Exceptions**

- A. Exceptions to Section 3 shall be as follows:
- 1) Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated representation fee. Such prorate share shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.
 - 2) Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.
 - 3) Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

Section 5: **Annual Verification of Representation Fee by Association**

Prior to September 1 of each year and before the collection of a representation fee from any unit member pursuant to these provisions herein, the Association shall submit a written certification to the District verifying the total amount of its representation fee. The parties agree that such annual certification is a condition precedent to the collection by either the District or the Association of a representation fee from a unit member. The verification shall meet the Constitutional requirements. The Association shall provide to the District a copy of any notice sent to representation fee payers in accordance with Section 7.

Section 6: **Employees Exempted From Obligation to Pay Association**

- A. Any unit member hired prior to September 1, 1986, shall be exempted from the requirements of Section 2 above, if such employee, either:
- 1) Has a bona fide religious objection as defined by Section 3546.3 of the Government Code to the payment of any fee in support of a union or "employee organization" as defined in Section 3540.1 (d) of the Government Code.

APPENDIX F - continued

- 2) If employed prior to September 1, 1986, has deep philosophical objection to the payment of any fee in support of a union or "employee organization" as defined in Section 3540.1 (d) of the Government Code.
- B. Any unit member hired on or after September 1, 1986, shall be exempted from the requirements of Section 2 above, only if such unit member has a bona fide religious objection as defined in Section 6 (A)(1) above.
- C. Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to:
- 1) Children's Hospital of Orange County
 - 2) United Way
 - 3) Any charity jointly agreed to by the parties.
- D. If a unit member desires to be exempted for the reason set forth in Section 6 herein, the unit member must first request such exemption in writing from the Orange Unified School District setting forth briefly the rationale for the exemption. If the Association notifies the unit member in writing that the Association will not honor the request, then the matter shall be referred automatically to a panel for determination according to the procedure set forth below. The panel shall be composed of one person selected by the Association, one person selected by the unit member, and an arbitrator selected by the parties (Association and unit member) chosen from a list submitted by the Public Employment Relations Board (PERB). If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party's panel member.
- E. The panel shall first receive arguments and evidence from the unit member requesting the exemption. Thereafter the Association may present any arguments or evidence. The proceedings shall be conducted in an informal manner, and the rules of evidence will not apply. The panel member selected from the list provided by PERB shall act as chair and rule on all matters before the panel with the exception of the final determination of the panel. The panel shall prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which shall be final and binding upon the parties. Expenses of the arbitrator shall be borne equally by the parties. Any expenses of the panel shall be borne by the parties incurring them.
- F. Upon receipt for the decision of the panel, the Association shall release any funds held in escrow to the O.U.E.A. or to the charity. Any decision by the panel shall apply for the duration of this Collective Agreement.

APPENDIX F - continued

- G. In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organizations listed above. If the bargaining unit member has not provided payment, the District will institute deductions pursuant to section 2
- H. Such payments shall be made on or before October 1 of each school year for returning employees or no more than thirty (30) days after commencing duties for any newly hired employee.

Section 7: **Escrow Account**

A. **Escrow Account for Amount of Fee**

If any unit member disputes the amount of the fee or a rebate, the District shall forward such fees to the Association. The Association shall establish and maintain an escrow account in accordance with applicable statutory and decisional law. Upon request and subject to Association established procedures, a representation fee payer shall receive a rebate of the portion of the representation fee which represents political or ideological spending on the part of the Association, CTA and NEA not related to collective bargaining or employment

Section 8: **Procedure for Unit Members Who Contest the Amount of the Fee**

- A. The parties agree that following exhaustion of Association established procedures, any claim by a unit member involving the amount of the representation fee may be referred to the Public Employment Relations Board for determination, provided that the parties have first complied with the other provisions of this Section.
- B. The Association will verify in writing to the District that all of the conditions of Section 2 have been met prior to the District's initiation of the fee deductions set forth in Section 2. Thereafter, the District will notify the affected employee in writing that such deductions will commence and a copy of the Association's written verification will be attached to the District notice. Thereafter, the District will begin the deductions.

Section 9: **Payment Method**

- A. Any unit members who are not exempted from payment under Section 6 above shall pay annually the properly determined representation fee directly to the Association.

APPENDIX F - continued

- B. As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District, a written assignment authorizing deduction to the properly established representation fee as defined in Section 3 above, subject to the conditions set forth elsewhere in this Agreement for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Section 2B herein.
- C. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment, or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
- D. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues deductions for such unit member.

Section 10: **Obligations of Parties**

District's Obligations

- A. The District's obligation under this Article is to notify any unit member who has failed to comply with the provisions of this section that, as a condition of continued employment in the District, such unit member must either become an Association member, pay a representation fee, or establish an exempt status and make payment pursuant to provisions of Sections 2 and 6 of this Appendix and upon notification from the Association, to commence payroll deductions of the representation fee. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

Association's Obligations

- B. Except as specified herein, the Association, and not the District, shall be responsible for requiring unit members to fulfill obligations defined herein.

APPENDIX G-A

SICK LEAVE TABLE

Indicating relationship of sick hours earned to number of contractual duty hours

0.0 - 37.0	0.00	1049.5 - 1117.0	60.00
37.5 - 104.5	3.75	1117.5 - 1184.5	63.75
105.0 - 172.5	7.50	1185.0 - 1252.0	67.50
173.0 - 239.5	11.25	1252.5 - 1319.5	71.25
240.0 - 307.0	15.00	1320.0 - 1387.0	75.00
307.5 - 374.5	18.75	1387.5 - 1454.5	78.75
375.0 - 442.0	22.50	1455.0 - 1522.0	82.50
442.5 - 509.5	26.25	1522.5 - 1589.5	86.25
510.0 - 577.0	30.00	1590.0 - 1657.0	90.00
577.5 - 644.5	33.75	1657.5 - 1724.5	93.75
645.0 - 712.0	37.50	1725.0 - 1792.0	97.50
712.5 - 779.5	41.25	1792.5 - 1859.5	101.25
780.0 - 847.0	45.00	1860.0 - 1927.0	105.00
847.5 - 914.5	48.75	1927.5 - 1994.5	108.75
915.0 - 982.0	52.50	1995.0 - 2062.0	112.50
982.5 - 1049.0	56.25		

APPENDIX G-B

SICK LEAVE TABLE

Indicating relationship of sick days earned to number of contractual duty days

<u>DUTY DAYS</u>	<u>SICK DAYS</u>	<u>DUTY DAYS</u>	<u>SICK DAYS</u>
0 - 4	0	140 - 148	8
5 - 13	2	149 - 157	8 2
14 - 22	1	158 - 166	9
23 - 31	1 2	167 - 175	9 2
32 - 40	2	176 - 184	10
41 - 49	2 2	185 - 193	10 2
50 - 58	3	194 - 202	11
59 - 67	3 2	203 - 211	11 2
68 - 76	4	212 - 220	12
77 - 85	4 2	221 - 229	12 2
86 - 94	5	230 - 238	13
95 - 103	5 2	239 - 247	13 2
104 - 112	6	248 - 256	14
113 - 121	6 2	257 - 265	14 2
122 - 130	7	266 - 274	15
131 - 139	7 2	275 - 283	15 2

NOTE: Persons employed for less than a full day shall earn sick leave in proportion to the percentage of their contract.

