AGREEMENT

BETWEEN

ORANGE UNIFIED SCHOOL DISTRICT

AND

ORANGE UNIFIED EDUCATION ASSOCIATION

FOR THE PERIOD OF

JULY 1, 2024 THROUGH JUNE 30, 2027

Updated 8/1/2026

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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, 2024 through June 30, 2027. The parties shall commence reopener negotiations for 2025-2026 and 2026-2027 by May of each year unless another date is mutually agreed upon. Reopener negotiations in each year shall pertain to compensation-related articles including Article 2 and the appendices, plus two additional articles of each party's selection, with the initial proposals publicly sunshined on the Board's agenda by the month of April unless another date is mutually agreed upon.

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, Nurses, Speech Language Therapists, Media Specialists, and Psychologists will be paid salaries in accordance with the salary schedules in the Appendix of this Agreement.

2.110 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.

2.120 A. The salary schedules are included in this agreement as Appendices B 1-6.

B. A $3,500 increment annually shall be added to the salary schedule for those teachers who have received a doctorate degree from an institution of higher learning which is accredited by the Western Association of Schools and Colleges or other recognized accreditation organization. A $1,000 increment annually shall be added to the salary schedule for those teachers who have attained National Board Certification as recognized by the National Board for Professional Teaching Standards (NBPTS). A $1,000 annual increment shall be added to the salary schedule for a limited term, not to exceed five (5) years, for those teachers who are named as a California Teacher of the Year by the California State Superintendent of Public Instruction. Teachers who are named as a California Teacher of the Year by the California State Superintendent of Public Instruction shall also have access to up to ten (10) released days as necessary during the five year period to fulfil the various responsibilities associated with service as a California Teacher of the Year.

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

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

2.140 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 during the effective dates of this agreement as outlined in Article 1.400. 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 plan, subject to the District Annual Contributions for single coverage for eligible retirees per Article 2.313, 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, dated October 11, 2000 (sliding scale up to $27,000). These payments shall be paid out in five (5) equal payments commencing in January following retirement.

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

2.160 Retirees may be hired as teachers. The District shall not provide health and welfare benefits to such a retiree arising out of their employment during the term of their employment. The District will not contribute to STRS on behalf of the retiree during the term of their employment. Retirees who are hired under this article are temporary employees and as such are employed for a specific period of time and do not acquire rights to permanent status. The District shall place these employees on the salary schedule at a maximum of column 2, step 10 of the teacher salary matrix for the duration of their employment with the District while in retirement status.

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

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 a District sponsored health insurance plan for all eligible active employees and their eligible dependents, and through a District sponsored health insurance plan for all eligible retirees and their dependents. Eligibility shall be set forth in the current agreement.

The District shall pay the actual cost of the health and welfare benefits up to the following specified District maximum annual contributions. Active

employees/retirees shall be assessed the difference between the agreed upon District maximum contributions ("the District CAPS") as listed below and the actual plan cost, which is commonly referred to as the employee/retiree buy-up cost for the 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 enrolled in health insurance plans through a District sponsored insurance plan, effective October 1, 2025, are as follows:

The District will contribute toward the actual cost of health insurance premiums for employee only coverage up to a maximum of $9,796 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for employee plus one dependent coverage up to a maximum of $19,157 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for family coverage up to a maximum of $24,576 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

2.313 District Annual Contributions for Eligible Retirees, enrolled in health insurance plans through a District sponsored insurance plan, effective January 1, 2015, are to be the same as the contributions for active employees enrolled in health insurance plans through a District sponsored insurance plan less the cost of life insurance which is not provided to retirees.

2.314 "Eligible employees" refers to active employees assigned on a full time basis of 50% or more of a FTE. Employees approved to work under the provisions of Article 16, Shared Contract, share one teaching position/benefit package which includes one benefit package designation. "Eligible dependents" shall be defined as legal spouse, legal domestic partner, or a child/stepchild up to 26 years of age if not eligible for an employment-based health insurance program or a qualified disabled dependent due to medical necessity. Confirmation of eligibility status will be required by the District's insurance/risk management office.

2.315 "Actual cost" as used in this section shall mean the actual premium paid by the District to the provider, for health and welfare benefits, including the cost of

medical, dental, vision, and for active employees only life insurance benefits, as provided by the District health and welfare plan.

2.316 All Medicare eligible retirees and their dependents, have the option of enrolling in the District provided health insurance plan subject to the provisions of this Article, including sections 2.311 and 2.313, and the requirements of a District sponsored insurance plan.

2.317 Employees who retire from the District who are not eligible for lifetime medical benefits shall have single coverage to age 65 subject to the provisions of Article 2.712. These retirees do not have dependent coverage, however such retirees may purchase dependent benefits at the actual additional cost of such benefits.

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 difference between the CAP amounts in section 2.313 and the cost of the plan selected by the retiree plus dependent costs.

2.319 All eligible retirees shall enroll in Medicare Parts A and B upon turning 65 years of age.

2.320 District Administration of Benefits

A. A benefits committee composed of a maximum of five members appointed by the Association and a maximum of five members appointed by the District shall decide upon plans including bids from other providers for new plans and benefits within the maximum cost figures set forth in the Agreement. Both parties agree to fully cooperate in preparation of data for RFP's and evaluation of responses. 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 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 ("the District CAPS") set forth in the Agreement.

2.330 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 $2,860 per year in tenthly payments of $286 in exchange for release of such benefits. This payment is taxable to the employee.

Proof of alternative health insurance coverage will be required annually during open enrollment 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.

2.340 The District will provide notice of the annual open enrollment period to eligible employees. Eligible employees who fail to sign up for insurance coverage under the District's health and welfare program during the District's annual open enrollment period will only be given the opportunity to sign up for insurance after the conclusion of that open enrollment period within 30 days of any qualifying event as defined by a District sponsored insurance plan or during the next scheduled District open enrollment period.

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.

2.610 Effect of Leave of Absence

2.611 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.

2.612 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.

2.613 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 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

Benefits for Eligible Retirees Employed on or Before June 30, 1991

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 who 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 provided in section 2.710.

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 coverage subject to the District Annual Contributions for single coverage for eligible retirees per Article 2.313 during the period of their retirement ages 55 to 65, however, this shall not be a vested benefit. Retirees eligible for this single coverage benefit for their retirement ages 55 to 65 may at open enrollment 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 Benefits for Eligible Retirees Retiring Prior to September 1, 1997

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.

2.714 In lieu of paying the cost toward a District-selected medical insurance program under section 2.712 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 Article 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 retiree. To remain eligible for the above referenced annual payment, the retiree must remain in retirement status with STRS/PERS.

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.

2.820 Unit members who desire to participate in early retirement programs offered by the District must submit their letter of intent to the District in accordance with time lines set forth by the Human Resources Office each year.

2.900 Extended Work Day Compensation

2.910 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.

2.920 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 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 miscellaneous hourly pay.

2.930 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.

2.1000 Hourly Salary/Rate of Pay

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

2.1010 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.

2.1020 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 and Continuation School have six (6) teaching periods.)

Example: IF: Work days = 185, Annual salary = $45,000, Teaching periods = 6. THEN: Hourly salary/pay rate = $45,000, divided by 185 divided by 6 = $45.54.

2.1030 Unit members assigned to alternative education programs, including but not limited to independent study, home school, and virtual schools, shall have their annual salary divided by the number of annual work days, with that quotient divided by the number of teaching periods assigned by the District (i.e. five (5) or six (6) teaching periods).

2.2000 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 1 salary on the Teacher/Nurse Schedule. "Step 1" as listed in this provision shall not be confused with the "Entry Level Salary. Example: If, Step 1, Column 1 were $45,000, then the Miscellaneous Hourly Rate of pay would be $36.00, calculated as follows: $45,000 x .0008 = $36.00.

2.3000 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.

2.4000 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).

2.5000 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. Claims for mileage expense over $10.00 in a quarter may be filed on a calendar month basis. Claims less than $10.00 in a quarter may be filed on a calendar quarter basis.

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.

3.230 Verification

3.231 Unit members shall verify their absence was due to illness. Such verification may include the completion of a "Monthly Attendance Report" 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.

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 and runs concurrently with placement on the reemployment list pursuant to Education Code section 44978.1.

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 thirty (30) 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 his/her sick leave accumulation going below thirty (30) 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 or family member (as defined in section 3.520) "must":

a. Suffer from an illness or injury expected to incapacitate the employee (or family member) 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.

3.260 Notification

Employees shall notify the District in advance of any leave. Employees who will be absent from duty for any reason which does not require advance approval by the District must notify the District substituting reporting system of their absence. Employees who require a substitute must notify the District substituting reporting system as soon as the need to be absent is known. Whenever possible, the notification shall be made no less than two (2) hours prior to the start of his/her workday.

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 travel of more than 400 miles 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. Upon request, an uncle, aunt, niece, or nephew may be added to the definition of immediate family for purposes of bereavement leave by the Superintendent or designee when an "in loco parentis" relationship between the unit member or unit member's spouse and the relative had existed. The Superintendent or designee may request additional information from the requestor in order to process such request.

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 3.1060. 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 3.1160.

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 10 and a half (10 1/2) days of accumulated sick leave may be used for reasons of personal importance which cannot reasonably be expected to be taken care of outside the regular workday.

3.520 Any of ten and a half (10 1/2) days of accumulated sick leave may be used for the illness of the unit member's immediate family, 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.

Immediate family means: mother, father, grandchild, grandmother or grandfather 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. Upon request, an uncle, aunt, niece, or nephew may be added to the definition of immediate family for purposes of this provision by the Superintendent or designee when an "in loco parentis" relationship between the unit member of unit member's spouse and the relative exists. The Superintendent or designee may request additional information from the requestor in order to process such request.

3.530 The unit member shall not be required to state the specific reasons that necessitate use of the personal necessity leave.

3.531 The District may require a reason for absences prior to, or following a holiday or weekend.

3.540 Unit members shall complete the District's "Monthly Attendance Report" which shall constitute verification 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.

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.

3.750 Bargaining unit members who elect to postpone jury duty to the summer break or to an intercession break shall receive the substitute rate of pay for each day of jury service up to a maximum of seven (7) days. In order to receive the substitute pay, the unit member must submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service. Any fee, except travel allowance, paid to the unit member for jury duty shall be remitted to the District.

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

3.900 Other Leaves With Pay

3.910 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.

3.920 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.

3.930 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.

3.1000 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, and vision benefits at the same rate afforded active unit members.

3.1010 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.

3.1020 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.

3.1030 Personal Leave

3.1031 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 who has had an unpaid leave within the last five (5) years may be granted an additional leave at the discretion of the Superintendent or designee.

b. The leave is for one of the following reasons:

1) A compelling family need (as determined by the unit member);

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) Personal business.

c. Leaves under this provision will be limited to a maximum of two (2) years.

d. Leaves under this provision will not be granted for employees who obtain a certificated unit position in another school district. An exception to this provision (3.1031 d.) may be granted at the sole discretion of the superintendent or designee for positions outside of southern California.

3.1032 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.

3.1033 Emergency Leave

Unit members who have had a personal leave within the provisions of 3.1031 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.

3.1034 TB Leave

All employees shall be required to undergo a tuberculosis risk assessment or a tuberculin exam (intradermal tuberculin test or an X-ray of the lungs) at least once each four (4) years or more often if directed by the District. For post employment examinations, all unit members may use the agency determined by the District for tuberculosis risk assessment (or tuberculin (TB) exams if required). Any unit member who chooses to use some other agency shall be responsible for the full cost of the tuberculosis risk assessment or TB exam. Unit members shall have the responsibility to ensure that the results of the tuberculosis risk assessment or TB examination(s) are reported to the District within the District timeline. Unit members who fail to submit the results of the tuberculosis risk assessment or TB examination(s) to the District within ten (10) days of the expiration date of his/her last TB exam shall be placed on leave without pay until certification of the results of an approved tuberculosis risk assessment or TB exam are received by the District.

3.1040 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, and vision benefits. For unit members who have exhausted the 5 month Extended Illness or Injury/Disability Leave under Section 3.240, such leave runs concurrently with placement on the reemployment list pursuant to Education Code section 44978.1.

3.1041 A unit member may not exceed a total of two (2) years medical leave benefits unless their claim is under STRS consideration.

3.1042 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. Such extension may run for the duration of the unit member's placement on the reemployment list pursuant to Education Code section 44978.1.

3.1043 Unit members taking leave under Section 3.1040 also may be eligible for a medical leave pursuant to Section 3.1060. If leave is taken under Section 3.1040, which also qualifies as medical leave under Section 3.1060, such leaves shall run concurrently.

3.1050 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.

3.1060 Family Care and Medical Leave

3.1061 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 Article. 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.

3.1062 Definitions

For purpose of this Article, "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 residential health care facility; or continuing treatment or continuing supervision by a health care provider.

3.1063 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.

3.1064 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 Article.

3.1065 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.

3.1066 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 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.

3.1067 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.

3.1068 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.

3.1069 Notifications

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

3.1100 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 the web address for current position vacancies on the District website. 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: educational leave, sick leave, court summons leave, jury leave, maternity leave, bereavement leave and industrial accident/illness leave.

3.1200 Failure to Return to Service After Leave

In the case of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year, the District may terminate the employment of such an employee if all of the following circumstances exist:

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of his/her intention to remain in service with the District in accordance with Education Code 44842.

2. The District had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work.

3. The employee did not request or was not granted a leave of absence authorized by the Board.

In any such case, the employee may be deemed to have declined employment and his or her services as an employee of the District may be terminated on the day following the 20th consecutive day of absence in the current school year.

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.

4.111 Reassignment of Unit Members

Site-based
Reassignment is a change of teaching assignment, such as grade level, subject (e.g. English to mathematics), or change from a specialized site-based assignment (e.g. media specialist to classroom teacher) at the same worksite.

District-based
For District-based programs (e.g. special education, related services, instructional support, and elementary VAPA), reassignment is a change of assignment within the total District-based program.

Other
The terms reassignment and/or reassigned are also used in return from leaves (3.1200), movement from an administrative positon to unit position (4.130), changes resulting from layoff (4.700), and changes due to program reduction/elimination (4.720). The meaning of such terms may vary depending upon the context in which they are used.

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 All certificated vacancies including special requirements for each vacancy as established at the school site or department for which the District will be interviewing, shall be posted on the District Website. Available positions will remain posted until their close dates.

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.

4.240 Permanent unit members may request a voluntary transfer to a specific posted vacancy or an "eligibility list" as noted below within the posted time limit on the posted notice. Regular education TK- grade 6 "eligibility lists" for a single grade level, or ranges of elementary grade levels, may be posted rather than posting one or more specific TK-6 elementary school vacant positions. Transfer requests must be on the District Transfer Request form. Permanent unit members submitting a transfer request to an eligibility pool shall clearly state on the form the unit member's desired school(s) and grade level(s) for possible transfer.

4.241 The request shall be valid until the posted position is filled or not needed.

4.242 Transfer forms shall be made available on the District Website.

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 Transfer requests may be withdrawn by the unit member at any time.

4.245 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.

4.246 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.

4.247 Permanent unit members applying for transfer who have the appropriate credential will be given an interview. Permanent unit members who complete and submit a timely voluntary transfer form to a District-wide elementary eligibility list will be offered an interview when an actual vacant position is determined to be at a school and grade level which the unit member indicated in

writing as a desired position on the District Transfer Request form, as determined by the District.

4.250 The District shall provide moving assistance by providing authorized supplies and materials to assist the unit member.

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. Unit members who have an Overall Performance Summary of Unsatisfactory on their most recent Final Evaluation and Rating Form are not eligible to volunteer. 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.

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, 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. Unit members who have an Overall Performance Summary of Unsatisfactory on their most recent Final Evaluation and Rating Form are not eligible to volunteer in the process described in Step 1 or 4 below, nor bump others in the process described in Step 3 below:

Step 1:

The principal/supervisor shall identify the grade/department to be reduced. Regular elementary classroom teachers at a school site are considered to be in the same grade/department for purposes of involuntary transfer. The principal/ supervisor shall make a written request of all unit members, through the daily bulletin or electronic mail from the principal/supervisor or designee, 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. Elementary criteria for regular grade level classroom teachers to be based on District seniority.

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. Ties at Step 2 and Step 3 are to be broken by lot.

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 specialized instructional programs for which additional related training was completed, such as International Baccalaureate, Advanced Placement/Honors/GATE, Academy, Computers/Technology, English Learners, Dual Immersion, Magnet.

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

a. 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 teaching in the same grade or department which is designated to be subject to involuntary transfer at the site affected would receive a written notice through electronic mail from the principal/supervisor or designee 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.

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

d. If no qualified volunteer can be found, then the more senior employee not designated to provide the unique service shall be transferred.

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 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. The affected member and/or his/her representative may request to meet with the administrator/supervisor to discuss the necessity for the change.

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 school or work location from which he/she was transferred, should such a vacancy exist.

4.481 Said right shall not exist beyond the school year following 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 Unit members shall not be involuntarily transferred in two (2) consecutive school years.

4.484 The priority order for return is to be based first on seniority in the District, then on the items listed in Article 4.432, and in the event of a tie following the application of these two criteria, the priority is to be determined by lot.

4.490 a. Teachers who are involuntarily transferred shall be eligible upon request for up to 12 hours at the miscellaneous hourly rate to effect the transfer. Up to an additional 4 hours at the miscellaneous hourly rate may be granted at the discretion of Human Resources.

b. 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 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.

c. 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.

d. Change of Assignment during the School Year

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 Layoff and Reassignment

4.610 Reassignment

4.611 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.

4.612 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.

4.620 Reassignment Due to Program Reduction/ Elimination

Unit members who are serving in a position of counselor, media specialist, psychologist, elementary music teacher, speech language therapist, or school nurse, shall be reassigned to a teaching position consistent with the provisions of the Education Code should a reduction in any of these positions be required. Should a reduction be required, unit members, serving in any of the positions listed in this provision, shall be reassigned to teaching positions for which the unit member is credentialed and qualified, with the least senior unit member (see below) within the area to be reduced being reassigned first, consistent with the provisions of the Education Code. 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.

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

4.700 School Closure Transfers

4.710 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.

4.720 The above services shall be provided at both the closed school and the receiving school.

4.730 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. Up to an additional 4 hours at the miscellaneous hourly rate may be granted at the discretion of the District. 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.

4.740 Unit members at the receiving site shall be given up to 12 hours of time at the miscellaneous hourly rate to effect room relocation. Up to an additional 4 hours at the miscellaneous hourly rate may be granted at the discretion of the District. Use of such time to be arranged with the building principal.

4.750 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.

4.760 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.

4.770 Involuntary transfers of unit members will be identified by the existing schools per Section 4.400 of the agreement during this school year.

4.780 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.

4.800 School Closure Transfer/Stipended Positions

4.810 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. Up to an additional 4 hours at the miscellaneous hourly rate may be granted at the discretion of the District. Such time shall be arranged with the building principal.

4.820 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 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.

4.830 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.

4.900 Staff/Program Relocation Transfer/Reassignment

Unit members who are transferred or reassigned 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/reassigned shall receive the assistance of non-teacher personnel for packing and transporting supplies and materials of the unit member.

4.1000 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

5.110 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.

5.120 Employees are to be safety conscious in their actions while on duty. 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.

5.130 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.

5.140 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.

5.150 Unit members who work in isolated work site(s) or locations shall have an alarm/communication (telephone) device which will permit the unit member to contact their administrator or other appropriate personnel in case of emergency.

5.160 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.

5.170 In the context of standing duty, unit members will not be directed to enter a roadway outside of a crosswalk to direct traffic except in cases of emergency or school closure.

5.180 Staff restrooms shall be maintained and adequately supplied.

5.190 The District will make available at each school site a list of students at that school who have engaged in conduct or are reasonably suspected to have engaged in conduct that caused, or attempted to cause serious bodily injury. The list will be available for unit members prior to the first day of student instruction. The District will periodically

update the list during the school year. Updated student discipline data will be available throughout the school year on the District's student database. The information shall be received in confidence for the limited purpose for which it was provided. This notification will be based upon written records retained or received by the District from the previous years.

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.

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.

5.321 Throughout the term of this contract, as authorized by Section 48910 of the California Education Code, a teacher may suspend any pupil from class for the day of the suspension and the day following, for any of the acts enumerated in Section 48900. The teacher must immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. The teacher shall immediately schedule and attend a conference with the parent/guardian.

5.330 Verbal and Physical Abuse

Unit members shall immediately report cases of verbal abuse suffered by them in connection with their employment to the principal or other immediate supervisor. Unit members shall immediately report cases of assault 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 including students, parents, or other staff members.

5.400 Personal Property Loss/Reimbursement

5.410 Provided the loss is in excess of fifty dollars ($50.00), 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 seven hundred fifty dollars ($750.00), 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 fifty dollars ($50.00), which the District shall reimburse unit members up to a maximum of one thousand dollars ($1,000.00) or up to the amount of the unit member's vehicular insurance deductible not to exceed one thousand two hundred fifty dollars ($1,250.00), 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, cell phones, 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 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; 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. The employee filed police report must be submitted with the claim form in order for the claim to be considered by the District.

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. 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.

5.600 Drug and Alcohol Use

5.610 Employees shall not be under any influence of or in possession of alcohol or illegal drugs while on District property, at work locations, or while on duty. Employees shall not use such substances, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty, nor have their ability to work impaired as a result of the use of alcohol or drugs. The parties agree that violation of this Article constitutes grounds for dismissal pursuant to Education Code section 44932.

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 concerns 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 staff meeting time requiring unit member attendance shall normally not exceed eighty (80) minutes monthly. Additional meeting time required beyond the eighty (80) 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 or conference periods are duty times and as such 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; 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 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 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 and continuation school--five (5) periods of forty-five (45) minutes duration; senior high level--five (5) periods of fifty (50) minutes duration.

6.621 Counselors and media specialists shall have conference periods the same as regular classroom teachers.

6.622 It is mutually recognized that unanticipated enrollment after the beginning of a semester 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 6, shall only be utilized upon determination by the Superintendent or designee, 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 based on Article 6.622 above. 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.

6.630 Unit members may, with the approval of the Assistant Superintendent of Education Services or designee, be granted released time for the purpose of writing IEPs or for participating in IEP, SST, and 504 meetings.

6.631 The District shall make every effort to schedule required meetings, (such as IEP, SST, and 504 meetings) within the unit member's contractual work day. All IEP, SST, and 504 meetings shall commence no later than 10 minutes following the end of the student instructional day. IEP, SST, and 504 meetings shall conclude no later than 60 minutes following the meeting's commencement.

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, as available, will be provided to release unit members to participate in District-mandated instructional activities and other required meetings, when attendance is required during the instructional day, such as IEP, SST, parent conference, employee discipline, professional development, and 504 meetings.

6.900 Unit members will not be required to record, on a daily basis, 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.

6.1010 At elementary schools, instructional time as set forth below shall be extended on Monday, Tuesday, Thursday, and Friday to allow for early dismissal on every modified Wednesday. The modified Wednesdays provide staff with extended preparation time to be used in a way that is consistent with Article 6.610. The original schedule listed in 6.1010 A-C below is to be utilized in the event that modified day committee not reach agreement as provided in Article 6.1011.

A. 1st and 4th Instructional Wednesday of each month: Grade level or group collaboration regarding follow-up to previous professional development as well as planning for instructional strategies to be used in the teaching process, review of student data, and curriculum planning with the focus of this time being determined through a site based process involving the school site staff and principal;

B. 2nd and 5th Instructional Wednesday of each month: Individual preparation or group preparation and planning for instructional strategies to be used in the teaching process as determined through a site based process involving the school site staff and principal;

C. 3rd Instructional Wednesday of each month: Professional development time as determined by the District.

The first and last instructional Wednesday of the school year is to be used for group (e.g. grade level) or individual preparation of and planning for instructional strategies to

be used in the teaching process, or other school-related activities, as determined through a site based process involving the school site staff and principal.

6.1011 The schedule for elementary modified days for each school year is to be determined by the modified day committee (6.1030) subject to the parameters described in Articles 6.1012 through 6.1017 below, and for the purposes consistent with Article 6.610 described in A-D below. Should the committee not agree on the schedule for elementary modified days for any school year, the schedule for that school year will revert to the original schedule contained in 6.1010 A-C above..

6.1012 During the week of scheduled parent/teacher conferences: the modified Wednesday time is to be used for parent conferences as described in D below.

6.1013 During a month which includes one (1) instructional Wednesday: the modified Wednesday time will be used for individual preparation and planning time as described in A below.

6.1014 During a month which includes two (2) instructional Wednesdays: one modified Wednesday will be used for individual preparation and planning time as described in A below; and one modified Wednesday will be used for grade level or group collaboration and planning time as described in B below.

6.1015 During a month which includes three (3) instructional Wednesdays: one modified Wednesday will be used for individual preparation and planning time as described in A below; one modified Wednesday will be used for grade level or group collaboration and planning time as described in B below; and one modified Wednesday will be used for professional development time as described in C below.*

6.1016 During a month which includes four (4) instructional Wednesdays: one modified Wednesday will be used for individual preparation and planning time as described in A below; one modified Wednesday will be used for grade level or group collaboration and planning time as described in B below; and two modified Wednesdays will be used for professional development time as described in C below, with one day determined by the site and the other by the District.

6.1017 During a month which includes five (5) instructional Wednesdays: two modified Wednesdays will be used for individual preparation and planning time as described in A below; two modified Wednesdays will be used for grade level or group collaboration and planning time as described in B below; and one modified Wednesday will be used for professional development time as described in C below.

A. Individual preparation of and planning for instructional strategies to be used in the teaching process. Individual planning time is protected time. Sites will make reasonable efforts to refrain from scheduling meetings during this time.

B. Grade level or group collaboration regarding follow-up to previous professional development as well as planning for instructional strategies to be used in the teaching process, review of student data, and curriculum planning with the focus of

this time being determined through a site based process involving the school site staff and principal. Any District-wide grade level or group collaboration sessions will be devoted to professional collaboration and planning for instructional strategies. The District shall have the flexibility to address important, emerging issues during this time.

C. Professional development time as determined by the District.

D. Parent conferences during a scheduled week of parent/teacher conferences.

*Note that for Article 6.1015, the modified day committee may agree to stagger the implementation of items B and C by school so that approximately half of the schools on one modified Wednesday may be scheduled for item B, while the other half is scheduled for item C, and then visa versa for another modified Wednesday so the net effect is that each school will have one B and one C during a month which includes three (3) instructional Wednesdays.

6.1020 At secondary schools, instructional time as set forth below shall be extended on a daily basis to allow for late start or early release days. This extension will allow each middle and high school to be able to provide for a regularly scheduled block of professional development time. The schedule for each secondary school's late start or early release days is to be determined by a site based process facilitated by the principal.

6.1030 A modified day committee composed of up to eight (8) members, with four (4) members appointed by the District and four (4) members appointed by the Association, is established to meet periodically to address and review the modified days for elementary and secondary. This committee shall be charged with the responsibility of reviewing the program and making recommendations as appropriate to the bargaining teams.

The teacher instructional time shall be as follows:

6.1110 Kindergarten

6.1111 Regular Kindergarten

Kindergarten shall be 180 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 during the 60 minutes of instructional support must be determined by mutual agreement between the teacher and the building administrator.

6.1112 Extended-Day Kindergarten

Kindergarten may be 180 days of 285 instructional minutes per day which include 10 minimum days as prescribed by law for the purpose of facilitating an Extended-Day Kindergarten program.

6.1120 Grades 1-3 shall be 180 days of 285 instructional minutes per day which include 10 minimum days for the quarter system or 9 minimum days for the trimester system.

6.1130 Grades 4-6 at an elementary school site shall be 180 days of 305 instructional minutes per day which include 10 minimum days for the quarter system or 9 minimum days for the trimester system.

6.1140 Grades 6-7-8 at a middle school site shall be 180 days of 366 instructional minutes per day which include 5 minimum days for the quarter system or 4 minimum days for the trimester system.

6.1150 Grades 9-12 shall be 180 days of 366 instructional minutes per day which include 6 minimum days.

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/trimester for all students in grades K-12.

b. At or near the end of the second quarter/trimester for all students in grades K-8.

c. At or near the end of the third quarter/trimester for all students grades K-12.

d. At or near the end of the fourth quarter for all students grades K-8.

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 at elementary sites for parent conferencing.

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 and determining student grades 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 Acknowledging that classroom preparation is an important task, the parties agree that teachers are to be provided one (1) non-instructional day immediately prior to the opening of school for classroom preparation in years where there is more than one pre-instruction workday prior to the start of instruction. The parties further agree that in the event there is only one pre-instruction workday prior to the start of instruction, while it is desirable that unit members have a full day for classroom preparation, a site administrator may schedule a staff meeting, which shall under no circumstances exceed one (1) hour in length. This agreement is not intended to limit the District's ability to hold meetings on any other matters or subjects on days other than the single non-instructional day pursuant to Article 6.1200. Article 6.900 shall not apply to staff development and teacher preparation days.

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

6.1400 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.

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.

6.1500 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/trimester. End of the year grades at secondary schools are due by 3:00 p.m. on the unit member's final work day. Refer to Report Card Committee for modification as needed, including due dates for report cards at elementary schools.

6.1600 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, open assignments shall be filled through a site based process administered by the principal**.**

6.1610 Unit members do not have to accept such substitute assignments during their preparation/conference period and may in no way be penalized for refusing to serve as a substitute.

6.1620 Unit members who accept a substitute assignment during their preparation/conference period 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.

6.1700 Alternative Education Programs

District alternative education programs are separate and distinct programs which require unique staffing and degrees of flexibility in certificated working conditions to meet the needs of an important sector of the District student population.

6.1710 District alternative education programs include, but are not limited to independent study, home school, and virtual schools.

6.1720 District alternative education programs contain unique characteristics which render certain articles and sub articles incompatible with the need for flexibility in these programs. As such, the following articles and sub articles are not applicable to District alternative education programs: 6.300-6.310, 6.620, 6.1010-6.1030, and 6.1110-6.1190.

6.1730 Days and instructional minutes per day for District alternative education programs shall be determined by the District consistent with state law and applicable regulations, not to exceed the number of school days assigned to regular school sites as described in Articles 6.1110-6.1160.

6.1740 Full-time teachers assigned to a District alternative education program shall be provided with the equivalent of weekly preparation periods which are at a minimum commensurate with the elementary level as described in Article 6.620.

6.1750 Other matters such as staff meetings and professional development time at each alternative education program are to be determined by a site based process facilitated by the principal or assigned District administrator.

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.

7.110 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.

Evaluations shall be at least every five years for personnel who qualify based on all of the following requirements:

1. Personnel with permanent status;
2. Who have been employed at least 10 years with the District;
3. Are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the Federal No Child Left Behind Act of 2001 (or its replacement regulations as applicable);
4. Whose previous evaluation rated the employee as meeting or exceeding standards;
5. The evaluator agrees;
6. The certificated employee being evaluated agrees.

The certificated employee or the evaluator may withdraw consent at any time.

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	Twenty (20) working days following employment.

scheduled for evaluation.

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.

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, may be 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 of a school year so that the recommendations may be considered for implementation in the following year.

7.400 Except for counselors, psychologists, media specialists, speech and language 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 with permanent status 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, unit members with permanent status 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 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 Regarding Performance

7.810 Investigation of official complaints of unsatisfactory performance pursuant to Education Code section 44932(a)(5) which could reasonably affect the evaluation of unit members shall be conducted only if complaints are submitted in writing. Such 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 request of the administrator, unit member or complainant to review a complaint made pursuant to Article 7.810 above. 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 filed in writing on the appropriate form (Appendix F) 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 (Appendix F) 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 (Appendix F).

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 Association may request 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

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 the State Mediation and Conciliation Service (SMCS). SMCS 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

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.

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.

9.130 All elementary students who are on an IEP receiving general education mainstreaming minutes need to be on the general education teacher's roster if they are spending 50% of the day or longer in a general education classroom.

9.140 Every effort will be made to assign combination classes on an equitable basis within a school site.

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 will be staffed with a minimum of one (1) counselor.

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

The District will use reasonable efforts to assign an elementary counselor at each elementary school site.

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 1:2150. Should the District require additional duties of psychologists, the number shall be re-negotiated.

d. Speech Language Therapists

Throughout the term of this contract, and consistent with Education Code Section 56441.7, the maximum caseload for a speech and language therapist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Education Code Section 56441.11 or 56026, shall not exceed a count of 40.

Throughout the term of this contract, and consistent with Education Code Section 56363.3, the average caseload for speech and language therapists in the District special education local plan area shall not exceed 55 cases, unless the local plan specifies a higher average caseload and the reasons for the greater average caseload.

e. Teachers Assigned to Special Education

The District will comply with student case load maximums (currently 28 pupils) for those special education teachers assigned pursuant to Education Code section 56362.

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 may 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.

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. 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.

9.340 The weekly teaching load for teachers assigned to District alternative education programs, including but not limited to independent study, home school, and virtual

schools, shall be determined by the District consistent with state law and applicable regulations and shall include the equivalent of at least 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 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.

9.430 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 $375,000 for the purpose of resolving class size problems.

9.600 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.

9.700 LCFF Class Size Reduction

9.710 The Education Code authorizes a district and its certificated union to negotiate an alternative annual class size enrollment for each school site (Education Code section

42238.02(d)(3)(B)). Therefore, the District and Association have agreed that the District shall implement an alternative annual average class size enrollment for grades K-3 at each school site. The parties agree to establish alternative class size averages at the K-3 level that retain the funding provided in the K-3 Local Control Funding Formula (LCFF) grant, even if those class sizes may exceed the goals set forth in the LCFF. For this purpose, the parties agree that the alternative annual average class size per school site for grades K-3 may not exceed 35:1. For grades K-3 the District will utilize the staffing ratio stated in 9.110 above.

If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for K-3 class size reduction, the parties agree to meet and negotiate to implement a mutually agreed solution.

ARTICLE 10: ASSOCIATION RIGHTS

10.100 Association Use of District Communication Systems

10.110 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.

10.120 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.

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

10.140 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.

10.200 Association Leave

10.210 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.

10.211 Joint communications, when mutually agreed to, shall be developed and distributed within ten (10) days when requested by either party for district-wide events such as resolution of contract negotiations or in response to unforeseen circumstances.

10.220 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. Upon request, the Association may be granted up to five (5) additional days with the consent of the Superintendent or designee.

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.

10.300 Association Business

10.310 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.

10.311 It is understood that the Association President shall have access to all District sites consistent with applicable law. The President must abide by all District

policies and procedures as it relates to visitors on campus including, but not limited to, visitor sign in processes and assurances of not disrupting the education process or District operations.

10.312 The Association will be allowed to make a brief announcement at the conclusion of a staff meeting.

10.320 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.

10.321 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.

10.322 No unit member shall be denied an Association representative.

10.330 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.

10.331 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.

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

10.340 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.

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

10.360 The Association shall be provided with online access to copies of all newly adopted Board Policies.

10.370 The Association shall receive online access to vacancy notices within the unit when ~~as~~ they are posted

10.380 Association representatives are invited to annually provide the Superintendent or designee, prior to the start of the school year, with a calendar of scheduled Monday afterschool Association Board of Directors and/or Monday afterschool Association Representative Council meetings for the school year along with a listing of unit members scheduled to attend said meetings. Upon timely receipt of the above listed

schedules, the Superintendent or designee will provide copies of the schedules to the Educational Services Division and school sites and will request that mandatory meetings not be required for employees scheduled to attend the preset Monday afternoon Association meetings, except in cases of emergency.

13.390 The Association shall be provided not more than sixty (60) minutes of time during the District's annual new employee orientation (this provision satisfies the new employee orientation requirements under AB 119).

10.400 Dues Deductions

10.410 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.

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

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

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

10.422 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.

10.423 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.

10.430 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.

ARTICLE 11: MANAGEMENT RIGHTS AND DISTRICT POWERS

11.100 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.

11.200 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.

11.300 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 12: SUMMER SCHOOL

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

12.110 Exceptions may be made to Section 12.100 if no qualified applicants are available for any position.

12.200 Article 5 shall apply to summer school.

12.300 Pay for summer school shall be as outlined in Appendix B7.

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

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

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

ARTICLE 13: PROFESSIONAL WORKING ENVIRONMENT

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

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

13.300 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 cooled and provided with a communication system so that an employee can communicate with the main site office.

   The District will establish standardized run-times intended to extend cooling for one hour post-instruction. However, variations in system age, building automation capabilities, and localized mechanical issues shall not constitute a violation of this contract.

   The District shall maintain school facilities in a manner that supports a safe and functional learning environment, including regular custodial services, facility maintenance, and integrated pest management.

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.

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

13.500 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 14: JUST CAUSE/DISCIPLINE OF EMPLOYEES

Intermediate Discipline

14.100 The District and the Association recognize that there may be incidents or situations involving an employee in which it is appropriate and necessary for the District to implement some form of discipline, including suspension. The District and the Association support the initial use of means short of disciplinary suspension to correct or respond to an employee's conduct. The following procedure is intended to establish a fair process which recognizes the right of the District to appropriately discipline employees while also recognizing the right of employees to be subject to discipline only upon a showing of just cause.

14.200 Progressive discipline may include but need not be limited to verbal warnings, written warnings and letters of reprimand. A unit member receiving a written warning or a letter of reprimand shall have the opportunity to respond in writing within ten (10) working days from the receipt of the written warning or letter of reprimand. The unit member's written response, if any, shall be attached to the District's written warning or letter of reprimand and become a permanent part of the warning or letter of reprimand.

14.300 The use of the provisions in the article are not intended to be used in lieu of the evaluation procedures set forth in Article 7 – Evaluation Procedures.

14.400 Nothing in the Article shall limit the District's right to institute statutory dismissal proceedings and/or institute an immediate suspension or mandatory leave of absence in accordance with Education Code Sections 44939, 44940, 44942, or any other applicable Education Code provision.

14.500 This Article shall not confer any rights upon temporary teachers or probationary teachers released or non-reelected pursuant to applicable provisions of the Education Code.

14.600 A unit member may be suspended, without pay, for up to fifteen (15) days for just cause. The principles of progressive discipline shall be applicable unless the circumstances, as determined by the District, make prior warnings unnecessary. When a unit member is to be suspended without pay, the District shall adhere to the following procedure:

14.610 The District shall notify the unit member in writing of any proposed suspension without pay.

14.620 The notice shall contain a specific statement of act(s), infraction(s), or omission(s) upon which the disciplinary action is based, the proposed length of the unpaid suspension, and a statement of any rules, regulations, or statutes the unit member is alleged to have violated.

14.630 The unit member shall have five (5) working days from receipt of the notice to request a meeting with a Human Resources Administrator. If the unit member does not request such a meeting, the District may schedule and impose the suspension without pay and shall provide written notice to the unit member of the

imposition of unpaid suspension. If a unit member fails to request a meeting with a Human Resources Administrator; unit member waives the right to challenge his/her unpaid suspension through the grievance procedure.

14.640 If requested the unit member has the right to be represented by the Association at the meeting with a Human Resources Administrator. At the meeting with a Human Resources administrator, the unit member shall be given the opportunity to present a response to the notice and allegations contained therein.

14.650 A Human Resources Administrator shall inform the unit member and the Association within five (5) working days from the date of the meeting with a Human Resources Administrator as to whether or not the unit member is to be suspended without pay.

14.660 For a suspension of 1-10 days, the unit member who requested a meeting with a Human Resources Administrator pursuant to Article 14.630 shall be given the opportunity to appeal the suspension. The unit member may appeal the suspension by requesting a meeting with the Superintendent or designee within five (5) working days from the response to the meeting with a Human Resources Administrator as described in Article 14.650. For a suspension of 1 – 10 days, the decision of the Superintendent or designee shall be final and binding.

14.670 A unit member who is suspended without pay for 11-15 days may appeal the decision of a Human Resources Administrator by filing a grievance pursuant to Article 8 – Grievance Procedure within five (5) working days after receipt of the decision by a Human Resources Administrator.

14.700 The provisions of this Article shall in no way interfere with the right of the District to remove a unit member from work location to which he/she is assigned, to reassign a unit member and/or place the unit member on paid leave.

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.100 Concerted Activities

15.110 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.

15.120 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.

15.130 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.

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

15.200 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 post the changes agreed upon in this agreement on the District website within ninety (90) days of ratification.

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15.300 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.

15.400 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.

15.500 Reopening of Negotiations

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

15.600 Contract Waiver

15.610 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.

15.620 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.

15.621 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

15.630 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.

15.640 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 15.620 – 15.630.

15.650 Bargaining unit members who disagree with the waiver can apply for a transfer per Article 4 collective bargaining agreement.

ARTICLE 16: SHARED CONTRACT

16.100 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.

16.200 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.

16.300 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.

APPENDIX A

RECOGNITION AGREEMENT

The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Code for certificated employees excluding management (full or part time), Adult Education teachers, supervisory, confidential, substitutes (long and short term), classified, and other non-classified/non-certificated employees, noon supervisors, consultants, outside contract service personnel, and any other for which a certificate is not required in their position.

MATRIX 02

TEACHER/NURSE SALARY MATRIX
2025-2026

4% INCREASE EFF 7/1/25
BA 5/21/26

STEP	COL A	DAILY	COL 1	DAILY	COL 2	DAILY	COL 3	DAILY	COL 4	DAILY
	BA+Designated Subj Credential		BA+30		BA+45 OR MA		BA+75 or MA w/60		BA+75 w/MA or MA+45	
ENTRY			59,522	321.739						
1	59,521	321.737	67,614	365.482	71,896	388.625	77,864	420.887	78,898	426.476
2	61,604	332.997	69,982	378.278	74,415	402.242	80,591	435.626	81,661	441.413
3	63,760	344.650	72,431	391.519	77,018	416.315	83,410	450.865	84,520	456.862
4	65,992	356.714	74,967	405.228	79,714	430.888	86,331	466.654	87,478	472.854
5	68,302	369.200	77,589	419.400	82,505	445.973	89,352	482.985	90,539	489.401
6	70,693	382.124	80,305	434.084	85,393	461.582	92,480	499.890	93,707	506.522
7	73,167	395.498	83,117	449.280	88,381	477.735	95,716	517.381	96,988	524.260
8	75,728	409.338	86,025	465.000	91,473	494.448	99,066	535.489	100,383	542.609
9	78,379	423.668	89,036	481.276	94,676	511.761	102,533	554.233	103,894	561.587
10					97,988	529.665	106,123	573.637	107,532	581.256
11							109,837	593.713	111,296	601.598
12							113,681	614.493	115,190	622.649
13									119,223	644.447
14										
15										
16							117,659	635.994	123,394	666.997
17										
18										
22							121,777	658.255	127,714	690.343
26									132,184	714.510
28	81,121	438.492	91,262	493.307	100,437	542.905	124,821	674.709	141,450	764.596

185 DAYS

Doctoral Increment: $3,500 per year
National Board Certification Increment: $1,000 per year
California Teacher of the Year Increment: $1,000 per year, maximum 5 years

Appendix B2

4% INCREASE EFF 7/1/25
BA 5/21/26

MATRIX 5

COUNSELOR SALARY SCHEDULE
2025-2026

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	72,785	373.255	76,484	392.226	82,486	423.003	83,979	430.659
2	75,334	386.326	79,162	405.958	85,372	437.806	86,920	445.743
3	77,968	399.835	81,932	420.164	88,360	453.130	89,963	461.348
4	80,698	413.837	84,799	434.868	91,455	468.998	93,111	477.492
5	83,521	428.312	87,767	450.086	94,653	485.399	96,368	494.197
6	86,444	443.302	90,838	465.838	97,969	502.403	99,742	511.499
7	89,472	458.831	94,017	482.139	101,397	519.987	103,234	529.405
8	92,602	474.881	97,309	499.020	104,944	538.173	106,848	547.936
9	95,842	491.499	100,715	516.486	108,617	557.009	110,587	567.112
10			104,238	534.556	112,418	576.501	114,455	586.949
11					116,355	596.695	118,464	607.506
12					120,427	617.573	122,608	628.759
13							126,901	650.774
14								
15								
16					124,641	639.184	131,344	673.561
17								
18								
22					129,004	661.561	135,941	697.132
26							140,699	721.535
28	98,238	503.785	106,844	547.919	132,230	678.103	150,326	770.902

195 DAYS

Doctoral Increment: $3,500 per year
National Board Certification Increment: $1,000 per year
California Teacher of the Year: $1,000 per year, maximum 5 years

MATRIX 8

MEDIA SPECIALIST SALARY SCHEDULE
2025-2026

4% INCREASE EFF 7/1/25
BA 5/21/26

	BA+30		BA+45 OR MA		BA+75 or MA w/60		BA+75&MA or MA+45	
1	72,324	370.891	75,824	388.843	82,031	420.673	83,188	426.603
2	74,855	383.873	78,477	402.446	84,902	435.394	86,098	441.529
3	77,476	397.313	81,224	416.535	87,873	450.631	89,111	456.981
4	80,187	411.214	84,066	431.110	90,950	466.411	92,232	472.984
5	82,995	425.613	87,009	446.200	94,132	482.730	95,459	489.532
6	85,899	440.510	90,053	461.810	97,426	499.623	98,803	506.682
7	88,904	455.916	93,206	477.977	100,837	517.113	102,259	524.406
8	92,015	471.872	96,469	494.712	104,366	535.211	105,837	542.756
9	95,240	488.408	99,843	512.014	108,021	553.954	109,541	561.750
10			103,339	529.943	111,799	573.328	113,376	581.417
11					115,715	593.411	117,344	601.764
12					119,765	614.179	121,452	622.830
13							125,701	644.622
14								
15								
16					123,955	635.666	130,101	667.186
17								
18								
22					128,292	657.909	134,657	690.547
26							139,370	714.715
28	97,621	500.618	105,923	543.195	131,500	674.357	148,986	764.030

195 DAYS

Doctoral Increment: $3,500 per year
National Board Certification Increment: $1,000 per year
California Teacher of the Year: $1,000 per year, maximum 5 years

MATRIX 11

4% INCREASE EFF 7/1/25
BA 5/21/26

PSYCHOLOGIST SALARY SCHEDULE
2025-2026

	ANNUAL	DAILY
STEP ENTRY	68,429	350.919
1	107,294	550.225
2	111,751	573.082
3	116,716	598.544
4	121,817	624.703
5	127,384	653.250
6	131,662	675.188
7	134,295	688.691
8		
9		
14	137,235	703.770
18	141,637	726.346
22	143,074	733.715
26	147,075	754.231
28	152,715	783.153

195 DAYS

Doctoral Increment: $3,500 per year
National Board Certification Increment: $1,000 per year
California Teacher of the Year: $1,000 per year, maximum 5 years

Appendix B5

SPEECH LANGUAGE THERAPIST SALARY SCHEDULE

MATRIX 10

2025-2026

4% INCREASE EFF 7/1/25
BA 5/21/26

STEP	COL 1	DAILY	COL 2	DAILY	COL 3	DAILY
	Emerg or Waiver w/ Speech w/BA+30		CREDENTIALED Speech Therapy wo/ MA		CREDENTIALED Speech Therapy w/MA	
1	71,381	379.685	75,733	402.835	82,847	440.678
2	73,782	392.459	78,289	416.429	85,653	455.601
3	76,274	405.713	80,936	430.508	88,558	471.052
4	78,849	419.410	83,676	445.085	91,564	487.044
5	81,518	433.605	86,512	460.172	94,675	503.588
6	84,275	448.273	89,445	475.770	97,897	520.727
7	87,131	463.463	92,483	491.931	101,231	538.462
8	90,090	479.200	95,626	508.652	104,678	556.797
9	93,146	495.459	98,879	525.955	108,249	575.794
10			102,247	543.865	111,943	595.440
11					115,769	615.791
12					119,728	636.853
13					123,824	658.636
14						
15						
16					128,065	681.197
17						
18						
22					132,453	704.535
26					136,998	728.711
28	95,475	507.844	104,802	557.459	146,479	779.145

188 DAYS

Doctoral Increment: $3,500 per year
National Board Certification Increment: $1,000 per year California
Teacher of the Year: $1,000 per year, maximum 5 years

APPENDIX B7

EXTRA PAY

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 Educational Services Department.

B. Department Chairpersons

1. Site Principal will equitably select and rotate up to six (6) volunteer ILT members on an annual basis to include a varied representation of certificated staff at each elementary school site.

2. 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.

3. All comprehensive high schools will have a total of ten (10) chairpersons. Nine of these departments will be from the departments listed below:

   Career Technical Education
   English
   Math
   Physical Education

Science
Social Studies
Special Education
Visual and Performing Arts
World Languages

4. The continuation high school will have a total of two department chairpersons. The curricular areas represented are to be determined by the site.

5. Open department chair positions shall be filled collaboratively through a site based process administered by the principal.

6. 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 lA)
7. Secondary Department Chairperson	4.15
Elementary Curriculum Facilitator	2.6
Elementary ILT Member	$1,500 per year

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 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. Claims for mileage expense over $10.00 in a quarter may be filed on a calendar month basis. Claims less than $10.00 in a quarter may be filed on a calendar quarter basis.

D. Athletics and Special Assignments

	(Percentage of Basic Salary Schedule Step lA)
Senior High School	
Athletic Director (2) (one each sex)	11.22
Activities Director	10.68
Trainer (no coaching (2) – (one each sex per season)	6.80
Competitive Cheer	
Varsity	6.68
Junior Varsity	5.51
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

	(Percentage of Basic Salary Schedule Step lA)
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
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
Lacrosse	
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

	(Percentage of Basic Salary Schedule Step lA)
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
Golf	
Varsity	6.18
Junior Varsity	5.24
Soccer	
Varsity	6.68
Junior Varsity Assistant	5.51
Lacrosse	
Varsity	6.68
Junior Varsity	5.51
Basketball	
Varsity	8.35
Junior Varsity	5.83
Sophomore/Freshman	5.24
Wrestling	
Varsity	7.34
Varsity Assistant	5.87
Sophomore/Freshman	5.24
Track & Field	
Varsity	8.47
Varsity Assistant	5.51
Sophomore/Freshman	5.23

	(Percentage of Basic Salary Schedule Step lA)
Softball	
Varsity	7.71
Junior Varsity	5.45
Sophomore/Freshman	5.23
Swimming	
Varsity	7.39
Varsity Assistant	5.08
Water Polo	
Varsity	6.25
Varsity Assistant	5.00
Sophomore/Freshman	5.24
Beach Volleyball	
Varsity	6.10
Varsity Assistant	4.83
Flag Football	
Varsity	6.69
Varsity Assistant	6.53

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
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

When a miscellaneous assignment is not available due to program or activity not being offered at a particular high school, the principal may use the stipend to fund a different student activity not listed above.

F. Ten percent (10%) of the season stipend, according to the above schedules, will be paid to varsity high school head coach, varsity assistant(s), and assigned athletic director and/or trainer 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 and softball. The season stipend for athletic director and trainer is one third of the annual stipend. 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 golf -- ten percent (10%) of the season stipend will be paid to the head coaches and assigned athletic director and/or trainer 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

	(Percentage of Basic Salary Schedule Step lA)
District Middle School Sports Coordinator	17.94
School Sports Coordinator	
Boys (3.1767 per trimester/season of sport)	9.53
Girls (3.1767 per trimester/season of sport)	9.53
Vocal Music	3.80
Instrumental Music	3.80
Floating stipends (5)	2.17

H. Elementary Schools

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

b. Unit members assigned to regular education "combination classes" (i.e. regular education class that contains more than one grade level in grades K-6 will receive a stipend of $333 per trimester, up to a total of $1,000 per school year.
c. Unit members assigned to elementary grades TK-6 dual language classes teaching content instruction delivered in the language of Mandarin or Spanish and who possess a valid preliminary or clear multiple subject teaching credential with a bilingual authorization in Mandarin or Spanish will receive a stipend of $333 per trimester, up to a total of $1,000 per year.

I. Unit members may receive payments for programs not referenced above when approved by the Board (e.g. College/University Student Teacher Mentor)

Note: Additional Stipend and Extra Pay Positions may be available on a school-by-school basis (as approved by the Superintendent or Designee).

APPENDIX C

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

A. Only official college transcripts indicating a grade of "C" 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 Human Resources 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 Human Resources Division Office.

CREDENTIAL REQUIREMENTS

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

Section 2: **Columnar Requirements**

Column A Entry Level Salary: Including the Bachelor's Degree, but less than the minimum requirements for "Column 1," listed below. This column includes those holding a Bachelor's Degree and a Designated Subjects Credential, but do not also hold a Teaching Credential based upon a Bachelor's Degree, teacher preparation program, and student teaching. Individuals holding a Designated Subjects Credential without a Bachelor's Degree are limited to placement at Column A, Step 1, until after the completion of a Bachelor's Degree.

Column 1 Including 30 semester units taken after the Bachelor's Degree completion or a Teaching Credential (based upon a Bachelor's Degree, teacher preparation program, and student teaching).

Column 2 Including 45 semester units taken after the Bachelor's Degree completion or a Master's Degree and a Teaching Credential based upon a Bachelor's Degree, teacher preparation program, and student teaching.

Column 3 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 and a Teaching Credential based upon a Bachelor's Degree, teacher preparation program, and student teaching.

NOTE: In order to advance to Column 3 without a Master's Degree, units must conform

with Board Approval Guidelines, Section 4-K.

Column 4 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 and a Teaching Credential based upon a Bachelor's Degree, teacher preparation program, and student teaching.

NOTE: A Master's Degree outside of the provisions of Section 4-K 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. Upon request, previous K-12 contractual experience in part time assignments, requiring a regular teaching credential, with paid contractual status of less than 75% of a school year may be considered for item A below to allow one (1) step for each two years of service in which the unit member was in paid contractual status for less than 75% of the school year, provided that the total contractual percentage over the two years is equivalent to 75% of one school year. 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 Appendix. Previous contractual teaching experience with a Designated Subjects Credential may be considered for initial placement in Column A, subject to the other requirements of this Appendix. Other previous contractual teaching experience may also be considered by the District at its sole discretion for initial placement in Column A, subject to the other requirements of this Appendix.

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 for entry to Columns 1-4 shall be given for unit members who only initially qualify for the "Entry Level Salary."

B. 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 "Entry Level Salary" status.

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 "Entry Level Salary" shall remain in this column until they met the minimum requirements for placement on any other salary column (1-4). Upon verification of documentation qualifying unit members for placement upon any other salary column (1-4), 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 in Column A; shall instead, be placed on Column 1; and shall advance on the salary schedule in accordance with the Agreement for unit members.

C. All college or university credits which will qualify a unit member for a new salary placement must be verified by official college or university transcripts in order to justify a contract revision. Such college or university credits must be obtained from an institution of higher learning which is accredited by the Western Association of Schools and Colleges or other recognized accreditation organization. Salary revision shall be effective following District approval (as stipulated by this Appendix) of the necessary credits for column advancement.

D. 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.

E. For salary schedule purposes, only semester units earned after the completion of the Bachelor's Degree shall be considered.

F. Credit will not be granted for any course for which less than a "C" grade is earned.

G. Unit members shall not enroll in courses which conflict with the work day.

H. 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).

I. 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.

J. Course work, for salary credit must be upper division, graduate level, or transferable* lower division courses, taken at an accredited college or university, and must conform to one or more of the following guidelines:

1. Units may be taken in a subject directly related to the teaching/work assignment.

2. Units may be taken in a subject directly related to a person's major or minor. For unit members in a self-contained classroom program; a subject commonly taught in

the elementary school. For unit members in a departmentalized classroom program; courses in an additional major or minor.

3. Units may be taken in a subject directly related to an advanced degree in professional education or in a subject related to the teaching/work assignment.

4. Units may be taken in a subject directly related to a credential or certificate authorized by the California Commission on Teacher Credentialing.

5. Units may be taken in a Board authorized, District sponsored, professional activity. Credit equivalent will be adopted at the time of such Board action.

*A transferable lower division course is a lower division course taken at an accredited college or university that is acceptable for baccalaureate graduation credit at another accredited college or university.

K. The submission of transcripts for columnar advancement of the salary schedule is limited to two (2) submission dates per school year. Additional units may be banked for future salary schedule advancement.

L. Transcripts for completed units must be submitted to the Human Resources Division no later than the first of September or February for salary adjustment. Adjustment for qualifying units submitted no later than the first of September will be retroactively made effective on the first work day of the school year. Adjustment for qualifying units submitted no later than the first of February will be retroactively made effective on the first work day of the calendar year.

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 in 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. Employees serving in part time assignments who were in paid contractual status in the District for less than 75% of a school year may request to advance one (1) step for each two years of service in which he/she was in paid contractual status in the District for less than 75% of the school year, provided that the total contractual percentage over the two years is equivalent to 75% of one school year.

Section 6: **Methods of Salary Payment for Certificated Personnel**

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

A. Unit members working one hundred ninety-four (194) days per school year or less on the "80/100 Semester Student Calendar Model" which was approved by the Board of Education on 1-17-19 (to be effective beginning the 2019-20 school year) shall have their annual contractual salary paid in eleven (11) equal installments commencing with the

August pay period of any school year.

Unit members working one hundred ninety-four (194) days per school year or less on the "Modified Traditional Student Calendar Model" (e.g. which was employed in the 2018-19 school year) shall have their annual contractual salary paid in ten (10) equal installments commencing with the September pay period of any school year.

B. Unit members working between one hundred ninety-five (195) and two hundred seventeen (217) days per school year, shall have their annual salaries paid in eleven (11) monthly payments beginning with the August pay period of any school year.

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 the July pay period 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.

Form #3-A

Emp ID#_____

Emp PC#_____

Rater ID#_____

Rater PC#_____

APPENDIX E

Orange Unified School District

Final Evaluation and Rating Form

Name:

School:

School Year:

Teaching Assignment:

Formal Observation Date(s):

Observation Conference Date(s):

Ratings Key: MS (Meets Standards), NI (Needs Improvement), U (Unsatisfactory), and NO (Not Observed)	MS	NI	U	NO
1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING				
1.1 Using knowledge of students to engage them in learning.				
1.2 Connecting learning to student's prior knowledge, life experiences, and interests.				
1.3 Connecting subject matter to meaningful, real-life contexts.				
1.4 Using a variety of instructional strategies, resources to respond to students' diverse learning needs.				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection.				
1.6 Monitoring student learning and adjusting instruction while teaching.				
2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING				
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.				
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.				
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.				
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.				
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.				
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.				
2.7 Using instructional time to optimize learning.				
3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING				
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.				
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.				
3.3 Organizing curriculum to facilitate student understanding of the subject matter.				
3.4 Utilizing instructional strategies that are appropriate to the subject matter.				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.				
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.				
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS				
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.				
4.2 Establishing and articulating goals for student learning.				
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.				
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.				
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.				
5. ASSESSING STUDENT LEARNING				
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.				
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.				
5.3 Reviewing data, both individually and with colleagues, to monitor student learning.				
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.				
5.5 Involving all students in self-assessment, goal setting, and monitoring progress.				
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.				
5.7 Using assessment information to share timely and comprehensible feedback with students and their families.				
6. DEVELOPING AS A PROFESSIONAL EDUCATOR				
6.1 Reflecting on teaching practice in support of student learning.				
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.				
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.				
6.4 Working with families to support student learning.				
6.5 Engaging local communities in support of the instructional program.				
6.6 Managing professional responsibilities to maintain motivation and commitment to all students.				
6.7 Demonstrating professional responsibility, integrity, and ethical conduct.				
7. SUPPORTS DISTRICT AND SCHOOL GOALS, PLANS, POLICIES & PROCEDURES				

OVERALL PERFORMANCE SUMMARY

☐ MEETS WITH STANDARDS ☐ NEEDS IMPROVEMENT ☐ UNSATISFACTORY

Comments:

☐ Discussed 5 Year Evaluation Cycle (Article 7.200)

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 _____ (Evaluatee)

on_____ _____ (Evaluator)

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

Emp ID#_____

Emp PC#_____

Rater ID#_____

Rater PC#_____

Form #3-C

ORANGE UNIFIED SCHOOL DISTRICT FINAL EVALUATION AND RATING FORM
(Media Specialist, Nurse, Counselor, Psychologist, Speech and Language Specialist)

Name _____ School _____

School Year _____ Assignment_____

	Meets District Standards	Needs Improvement	Unsatisfactory
I. JOB SKILLS			
a. Demonstrates effective communication skills.			
b. Establishes and maintains rapport with students, staff, and parents			
c. Exercises good judgment			
d. Displays initiative			
e. Flexibility			
f. Consistency			
g. Demonstrates effective time and job management.			
h. Reviews outcomes of prescribed action and provides appropriate follow through.			
II. PERSONAL AND PROFESSIONAL CHARACTERISTICS			
a. Professional Appearance			
b. Job Knowledge			
III. SUPPORTS DISTRICT AND SCHOOL GOALS, PLANS, POLICIES AND PROCEDURES			

OVERALL PERFORMANCE SUMMARY

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

____ Meets District Standards _____ Needs Improvement _____ Unsatisfactory

Comments:

Status of Employment

_____This employee has tenure

_____ This employee is probationary, temporary or 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 on _____

Evaluatee Signature _____

Evaluator Signature _____

ORANGE UNIFIED SCHOOL DISTRICT

Name of Grievant _____ Grievance Number _____

Position of Grievant in District _____ Work Location of Grievant _____

General Directions: Each section of this form is to be completed by the appropriate person. If additional space is needed, or if pertinent documents are to be considered as part of the grievance, attachments to this form should be made. Each party is responsible for making and keeping photostatic copies of this document which is to be considered as original.

LEVEL I

(1) Provision(s) of Agreement in Dispute: _____

(2) Statement of Grievance: _____

(3) Remedy Sought: _____

Signature of Grievant _____ Date of Filing of Grievance _____

(4) Date Received by Immediate Supervisor _____ Date Conference Held (if any) _____

(5) Response of Immediate Supervisor: _____

Signature of Supervisor _____ Date of Response _____

Signature of Grievant _____ Date of Receipt of Level I Response _____

LEVEL II

(1) Signature of Grievant Signifying Appeal of Level I Decision _____ Date of Submission of Appeal _____

(2) Date Received by Superintendent or Designee _____ Date Conference Held (if any) _____

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 - l049.0	56.25		

APPENDIX G-B

SICK LEAVE TABLE

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

DUTY DAYS	SICK DAYS	DUTY DAYS	SICK DAYS
0 - 4	0	140 - 148	8
5 - 13	½	149 - 157	8 ½
14 - 22	1	158 - 166	9
23 - 31	1 ½	167 - 175	9 ½
32 - 40	2	176 - 184	10
41 - 49	2 ½	185 - 193	10 ½
50 - 58	3	194 - 202	11
59 - 67	3 ½	203 - 211	11 ½
68 - 76	4	212 - 220	12
77 - 85	4 ½	221 - 229	12 ½
86 - 94	5	230 - 238	13
95 - 103	5 ½	239 - 247	13 ½
104 - 112	6	248 - 256	14
113 - 121	6 ½	257 - 265	14 ½
122 - 130	7	266 - 274	15
131 - 139	7 ½	275 - 283	15 ½

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

APPENDIX H

Orange Unified School District
Peer Assistance and Review (PAR)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) delineates agreement between the Orange Unified School District (OUSD) and the Orange Unified Education Association (OUEA) relating to the administration, roles and responsibilities of the Peer Assistance and Review (PAR) Program/Committee. This MOU specifically delineates the services provided by the PAR Program to support teachers within the Orange Unified School District. The PAR Advisory Board acts as the governing agent for the PAR Program and annually reviews the allocation of services and makes determinations pertaining to the effectiveness of these services in supporting teachers.

PAR ADVISORY BOARD MEMBERSHIP AND RESPONSIBILITES

A. The PAR Advisory Board consists of seven (7) members. Three members shall be permanent certificated OUEA members. Certificated members selected shall represent elementary and secondary levels. The District shall select three administrators to serve on the PAR Advisory Board. The OUSD Induction Coordinator is the seventh member of the PAR Advisory Board and serves as Chairperson. The Chairperson is responsible for presenting information pertaining to the on-going allocation of PAR services to teacher candidates to the Board for review and action. No limitations are placed on the number of years that PAR Advisory Board members may serve. It is the responsibility of both District and OUEA to fill any respective vacancies on the PAR Advisory Board, as appropriate.

B. The PAR Advisory Board is responsible for making all decisions about the allocation and effectiveness of services through consensus.

C. The PAR Advisory Board will meet a minimum of four (4) times annually. These meetings will take place outside of the members' contractual hours (workday). PAR Advisory Board OUEA Certificated Members receive compensation for their service with an annual stipend of $2,000.

D. The PAR Advisory Board is responsible for:

   a. Allocating direct assistance/support to permanent teachers who:
      i. Received an overall "Unsatisfactory" rating on their final evaluation from the previous year. These Teacher Candidates are provided with "Mandatory" PAR Services.
      ii. Received an overall "Needs Improvement" rating or received "Unsatisfactory" or "Needs Improvement" ratings on any elements of their final evaluation from the previous year. These Teacher Candidates are provided "Voluntary" PAR Services upon request.
      iii. Experienced significant change in their teaching assignment from the previous year or who have expressed the desire to seek professional development to improve their instructional practices. These Teacher Candidates are provided with "Voluntary" PAR Services based on their assessed needs upon request.
   b. Reviewing and evaluating the effectiveness of services provided to Teacher Candidates on a quarterly basis.

c. Interviewing PAR Consulting Teachers who provided support services to a Teacher Candidate, when appropriate, to make a determination on the effectiveness of PAR services in meeting Candidate needs.
d. Determining the need for on-going services for candidates and making recommendations for additional services as appropriate to meet candidate needs.
e. Communicating to Teacher Candidates, Administrators, and, as appropriate, to the Orange Unified School District Board of Education, any determination of growth/no growth (e.g., "limited" or "unsatisfactory") when documented over time through the reports/interviews/data collection of a PAR Consulting Teacher.

E. The PAR Advisory Board delegates the following supervisory responsibilities to the Induction Coordinator:
   a. Recruiting, training, and hiring of PAR Consulting Teachers to provide direct support to Teacher Candidates.
   b. Documenting with Teacher Candidates and Administrators professional goals to focus the support provided by PAR Consulting Teachers.
   c. Retaining PAR Consulting Teacher Reports for review by the PAR Advisory Board.
   d. Managing all budgetary elements of program administration including stipends and professional development opportunities.
   e. Scheduling PAR Advisory Board Meetings and retaining records and proceedings from the meetings.

PAR CONSULTNG TEACHERS

A. A PAR Consulting Teacher is a teacher who provides direct support and assistance to identified Teacher Candidates. PAR Consulting Teachers must:
   a. Possess a "Clear" teaching credential and hold permanent status in the Orange Unified School District with a minimum of three (3) years of service in the District. District Retirees demonstrating these qualities are also eligible to become PAR Consulting Teachers.
   b. Demonstrate overall "meets" District standard on previous final evaluations.
   c. Demonstrate effective communication and mentoring skills.
   d. Demonstrate appropriate subject matter skills and instructional strategies aligned with the identified needs of the Teacher Candidate.

B. PAR Consulting Teachers responsibilities include:
   a. Participation in the goal setting process for a Teacher Candidate.
   b. A minimum of two observations monthly of the Teacher Candidate.
   c. Providing regular (e.g., weekly) collaboration, observation, or feedback to the Teacher Candidate.
   d. Completing a monthly report to the Induction Coordinator.
   e. Maintaining a record of all interactions and support provided to the Teacher Candidate and submitting that record to the Induction Coordinator.
   f. Demonstrating/modeling instructional practices for the Teacher Candidate's as appropriate to meet the Teacher Candidate's needs.
   g. Providing clear evidence based feedback to the candidate on a regular (e.g., weekly) basis.
   h. Providing resources to support the growth of a Teacher Candidate.

i. Report directly to the Induction Coordinator by submitting progress monitoring paperwork and documentation.
j. Present to the PAR Advisory Board, upon request, information pertaining to the progress of a Teacher Candidate.

C. PAR Consulting Teachers:
a. Receive $2,000 annually for services rendered for a "Mandatory" Teacher Candidate.
b. Receive $1,000 annually for services rendered for a "Voluntary" Teacher Candidate.
c. Stipends may be pro-rated for "Voluntary" Teacher Candidates as appropriate to their needs and established PAR Goals.
d. Stipends are to be paid in two installments each year, once in the winter and once in the spring.

TEACHER CANDIDATES

A. "Mandatory" PAR Teacher Candidates are permanent teachers who have received an overall "Unsatisfactory" rating on their final evaluation from the previous year. The PAR Program support process for "Mandatory" Teacher Candidates includes:

a. **Mandatory PAR Teacher Candidate Identification**—PAR Teacher Candidates who received an unsatisfactory evaluation as defined in the Evaluation Article 7 of OUEA/OUSD Agreement are identified by the evaluator. The evaluator will be asked to provide specific written recommendations for improvement.

b. **Annual goal development**—Administrators, Mandatory PAR Teacher Candidates, and PAR Consulting Teachers meet at the onset of the school year to develop goals and identify professional development opportunities that will improve the PAR Candidate's practices. The California Standards for the Teaching Profession as well as the Academic Content standards provide a foundation for goal setting.

c. **Regular Support**—PAR Consulting Teachers meet regularly (e.g., weekly) with candidates to provide one or more of the following, including but not limited to; instructional planning, observation, modeling, formative/summative feedback, examination of student work, etc.

d. **Progress Monitoring**—The PAR Consulting Teacher regularly (e.g., monthly) reviews the PAR Teacher Candidate's work and makes a summative determination on the progress the candidate has made toward goal attainment. This progress report and all the accompanying evidence is reviewed with the candidate prior to being submitted to the Induction Coordinator.

e. **PAR Advisory Board Review**—The PAR Advisory Board meets at least four times per year to review candidate progress toward goal attainment. The PAR Advisory Board evaluates each candidates' progress, and makes the following determinations:

i. **Candidates demonstrating growth**—The PAR Advisory Board makes recommendations, to the Induction Coordinator for continued support to candidates who demonstrate acceptable levels of growth. These recommendations may include recommendations for observations, demonstrations and professional development opportunities for candidates.

ii. **Candidates who are not demonstrating sufficient evidence of growth**—The PAR Advisory Board actions may include but are not limited to:

1. PAR Candidate and/or PAR Consulting Teacher may be asked to attend a PAR Advisory Board meeting to provide the PAR Advisory Board with more information.
2. PAR Advisory Board makes a determination of a candidate's progress toward goal attainment identifying "limited growth" or "no growth" toward attainment of PAR Candidate's identified goals.
3. PAR Advisory Board makes a determination on whether the PAR Teacher Candidate will benefit from continued PAR Program support.
4. PAR Advisory Board makes a determination that the teacher no longer benefits from participation in the PAR Program and creates a report for submission to the Candidate, PAR Consulting Teacher, Site Administrator and to the Orange Unified School District Board of Education for action. The District shall have the sole authority to determine whether the PAR Teacher Candidate has been able to demonstrate satisfactory improvement or the need for further action on behalf of the District. This final report shall be made available to the District for placement in the PAR Teacher Candidate's personnel file.
5. Nothing herein shall modify or in any manner affect the rights of the District and /or Board of Education under provisions of the Education Code relating to the employment, classification, retention or non-re-election of certificated employees. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and /or unprofessional conduct pursuant to Education Code Section 44938.

B. "Voluntary" PAR Teacher Candidates are permanent District teachers in one of the following three categories who have requested assistance:
   a. Received an overall "Needs Improvement" rating or received an "Unsatisfactory" or "Needs Improvement" rating on any individual elements of their final evaluation from the previous year.
   b. Experienced significant change in their teaching assignment from the previous year.
   c. Expressed the desire to seek professional development to improve their instructional practices.

C. The PAR Program Support process for "Voluntary" Teacher Candidates includes:

   a. **Annual goal development**—Administrators, Mandatory PAR Teacher Candidates, and PAR Consulting Teachers meet at the onset of the school year to develop goals and identify professional development opportunities that will improve the PAR Candidate's practices. The California Standards for the Teaching Profession as well as the Academic Content standards provide a foundation for goal setting.

   b. **Regular Support**—PAR Consulting Teachers meet regularly (e.g., weekly) with candidates to provide one or more of the following, including but not limited to; instructional planning, observation, modeling, formative/summative feedback, examination of student work, etc.

   c. **Progress Monitoring**—The PAR Consulting Teacher regularly, (e.g., monthly) reviews the PAR Teacher Candidate's work and makes a summative determination on the progress the candidate has made toward goal attainment. This progress report and

all the accompanying evidence is reviewed with the candidate prior to being submitted to the PAR Advisory Board.

d. **PAR Advisory Board Review**—At least four times per year, the PAR Advisory Board receives notification on Voluntary PAR Teacher Candidates who are not making satisfactory progress toward goal attainment. The monthly PAR Consulting Teacher Reports shall not be forwarded to the PAR Advisory Board or Board of Education, nor shall these be used for evaluation purposes.

e. Participation as a voluntary PAR Teacher Candidate shall not be in lieu of the regular evaluation of the teacher pursuant to Article 7 of the Collective Bargaining Agreement.

f. Voluntary PAR Teacher Candidates may terminate PAR Support Services, at any time, upon written request to the Induction Coordinator.

RECORDS

A. Documents and information pertaining to individual participation in this program shall be treated as confidential and will not be disclosed, except as may be required by law.

B. Documents for the PAR Program reside in the Induction Office separately from the individual personnel records, except as specified herein.

STATUS AND LIABILITY PROTECTION OF UNIT MEMBERS

A. Functions performed by teachers under this article shall not constitute either management or supervisory function as defined in the Educational Employment Relations Act.

B. Certificated employees who perform functions as PAR Consulting Teachers, or members of the PAR Advisory Board, have the same protection from liability, and access to appropriate defense as afforded to other public school employees under the provisions of the California Government Code.

TERM

A. The provisions of the Memorandum of Understanding shall be in effect from the date of ratification by the parties subject to sufficient funding. Should reductions in funding occur, the parties agree to meet and re-negotiate this agreement. This Memorandum shall be attached to the Collective Bargaining Agreement as an appendix, and shall be renewed and/or subject to bargaining pursuant to the terms of such Agreement or upon mutual agreement of parties. Any claim of violation, misapplication or misinterpretation of a specific provision of the Memorandum of Understanding shall be subject to the grievance procedure in the Collective Bargaining Agreement in effect between the parties.

The above proposed Memorandum of Understanding for the District's Peer Assistance and Review (PAR) program is recommended by the PAR Advisory Board to the District and Association bargaining teams as a replacement for the 2005-2006 PAR MOU in Appendix H of the Collective Bargaining Agreement.

Whitney Amstay 6/22/17
PAR AB Member *Date*

6/22/17
PAR AB Member *Date*

6/22/17
PAR AB Member *Date*

6/22/17
PAR AB Member *Date*

6-22-17

PAR AB Member *Date*

6-22-17

PAR AB Member *Date*

6/22/17

PAR AB Member *Date*