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4 **AGREEMENT**

5  
6 Pursuant to Sections 3540 – 3549  
7 Of the Government Code of the State of California

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9  
10 **BY AND BETWEEN**

11 **ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

12 **and**

13 **ORANGE COUNTY SCHOOLS EDUCATORS ASSOCIATION**

14 **An Affiliate of the California Teachers Association**  
15 **and the National Education Association**  
16 **Representing the Teacher and Ancillary Bargaining Unit**

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20 **July 1, 2008 – June 30, 2010**

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1 ARTICLE 1 – DURATION

2 1.1 This is an Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the  
3 Superintendent and the Association.

4 1.2 This Agreement shall be effective July 1, 2008, and remain in full force and effect up to and including June 30,  
5 2010.

6 1.3 It is agreed by both the Superintendent and the Association that Unit Member Benefits, as expressed in Article  
7 18. Unit Member Benefits, shall be reopened for negotiations for 2009-2010.

8 1.4 It is agreed by both the Superintendent and the Association that those issues regarding Compensation, as  
9 expressed in Article 19. Compensation, shall be reopened for negotiations for 2009-2010.

10 1.5 It is agreed that the Superintendent and the Association may each request to negotiate two Articles contained  
11 in the Agreement for 2009-2010. A request to negotiate additional Articles for 2009-2010 shall be included in  
12 the initial proposals to reopen bargaining for the final year of this Agreement.

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15 \_\_\_\_\_  
Richard Berman, President  
Orange County Schools Educators Association

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William M. Habermehl, Superintendent  
Orange County Department of Education

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1 ARTICLE 2 - SAVINGS PROVISION

2 2.1 If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such  
3 provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions  
4 will continue in full force and effect.

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1 ARTICLE 3 - DEFINITIONS

2 3.1 Any questions arising regarding definitions of terms used in the Agreement not otherwise defined in this Article  
3 will be clarified bilaterally by the Association's negotiations representatives and the Superintendent's  
4 negotiations representatives.

5 3.2 Association Time – Any paid time authorized in this Agreement, with the exception of that paid time authorized  
6 under Negotiations Time and Grievance Procedures. All Association Time is chargeable as provided in  
7 Association Rights.

8 3.3 Negotiations Time – Any time charged under provision of Negotiations Procedure. Any paid days allocated  
9 shall be reduced by one (1) for each representative who participates in negotiations preparations, meetings, or  
10 impasse proceedings.

11 3.4 Day – “Day” shall mean a day that the Central Administrative office is open for business and will include a day  
12 when a program is in operation and the Central Administrative office is closed.

13 3.5 Unit Member

14 3.5.1 The classifications are: Teacher; Adapted PE Specialist; Audiologist; Counselor; Language, Speech &  
15 Hearing Specialist; Orientation and Mobility Specialist; School Nurse; School Social Worker; Vision  
16 Specialist; Resource Specialist; and Child Welfare and Attendance Worker.

17 3.5.2 A full-time unit member is defined as an employee who works a minimum of 180 full professional  
18 contract days during the school year.

19 3.5.3 A part-time unit member is defined as an employee who works less than 180 full professional contract  
20 days during the school year. A unit member who works less than the professional day is a part-time  
21 employee.

22 3.5.4 Employees with temporary contracts are unit members. No temporary contract will be issued for less  
23 than ninety (90) days.

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3.5.5 "Duty free" as defined in this Agreement means time periods during which unit members are not considered to be in a duty status and may leave the work site.

3.5.6 "Breaks" as defined in this Agreement mean time periods during which unit members are in a duty status, but are not performing primary duties. Unit members are not authorized to leave the work site during breaks without the prior authorization of an administrator.

1 ARTICLE 4 - NEGOTIATIONS PROCEDURE

2 4.1 Negotiations will commence no sooner than (15) days after both parties' initial proposals have been presented  
3 and heard. Upon receipt of the Association's initial proposal, the Superintendent's identified spokesperson will  
4 endeavor in good faith to schedule appropriate hearings and present its initial proposal in a timely fashion.

5 4.2 The Association will submit in writing to the Superintendent's identified spokesperson, the names of the five  
6 (5) unit members appointed as their negotiations representatives, specifying which representative is the  
7 Association spokesperson. If the Association spokesperson is not a unit member, the Association must certify  
8 that the individual selected has the authorization to act as Association spokesperson.

9 4.3 Attendance shall be restricted to the Association's and Superintendent's negotiations teams only. No third  
10 parties (observers, media, general public) may attend. Consultants, resource people, and expert witnesses  
11 may attend upon prior notice.

12 4.4 Negotiations shall take place at mutually agreeable times and places. The Association's negotiations  
13 representatives shall receive a total of thirty-five (35) days of paid time each school year to prepare for and  
14 attend negotiations meetings and impasse proceedings as related to the proposed Agreement. Paid time will  
15 not be authorized beyond the date tentative agreement is reached on the following year's Agreement.  
16 Remaining days will only be authorized for negotiations relating to the reopening provision of the Agreement in  
17 effect. The Board's representative may extend these days.

18 4.5 The Department shall furnish the Association with copies of adopted and modified budgets when available.

19 4.6 When either party is in receipt of a written request to meet, a meeting time and place will be scheduled.

20 4.7 Any agreement made between the parties shall be in written form and signed by both parties.

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1 ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

2 5.1 It is understood and agreed that the Superintendent retains all power and authority to direct, manage, and  
3 control to the full extent of the law.

4 5.2 Included in but not limited to those duties and powers are the exclusive right to: determine the organization;  
5 direct the work of Department unit members; determine the times and hours of operation; determine the kinds  
6 and levels of services to be provided and the methods and means of providing them; establish educational  
7 policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing  
8 patterns; determine the number and kinds of personnel required; determine the classification of positions;  
9 maintain the efficiency of Superintendent operations; determine the curriculum; build, move or modify facilities;  
10 establish budget procedures and determine budgetary allocations; determine the methods of raising revenue;  
11 contract out work; and take action on any matter in the event of an emergency. In addition, the Superintendent  
12 retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.

13 5.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Superintendent, and  
14 the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and  
15 discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement,  
16 and then only to the extent such specific and express terms are in conformance with law.

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1 ARTICLE 6 - CONCERTED ACTIVITIES

2 6.1 It is agreed and understood that there will be no strike, lockout or blacklisting, work stoppage, slow-down,  
3 picketing or refusal or failure to fulfill and faithfully perform job functions and responsibilities, or other  
4 interference with the operations of the Department by the parties to this Agreement or by their officers, agents,  
5 or members during the term of this Agreement, including compliance with the request of other labor  
6 organizations to engage in such activity.

7 6.2 The Association recognizes the duty and obligation of its representatives to comply with the provision of this  
8 Agreement and to make reasonable efforts toward including all unit members to do so. In the event of a strike,  
9 work stoppage, slow-down, or other interference with the operations of the Department by unit members who  
10 are represented by the Association, the Association agrees in good faith to take necessary steps to cause  
11 those unit members to cease such action.

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1 ARTICLE 7 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

2 7.1 The Association representative shall have the right of access to areas in which unit members work; the right to  
3 use designated bulletin boards and mailboxes; and the right to use the facility for the purpose of meetings.  
4 Use of the above mentioned is with the understanding that prior and appropriate arrangements will be made by  
5 the Departmental administration.

6 7.2 The Association representatives shall have the right to use any equipment when permission and coordination  
7 of the unit administrator has been received. The Association shall pay for all consumables.

8 7.3 Paid Time

9 7.3.1 The Superintendent shall grant a total of forty-five (45) days of paid time to officers and/or designees  
10 of the Association each school year for the conduct of Association business. Paid time for any one  
11 officer and/or designee exclusive of the Association President shall not exceed fifteen (15) annual  
12 days. Prior arrangements must be made with the immediate supervisor. Ten (10) additional days of  
13 paid time may be utilized by the Association to attend training conferences and seminars. The  
14 Association will promote an equitable distribution of days to an increased number of unit members.

15 7.3.2 The Association and the Department will mutually agree to paid release time for the Chapter President  
16 to conduct Association business exclusive of time allowed in Article 7.3.1.

17 7.4 The Superintendent will deduct from the pay of Association members and pay to the Association the normal  
18 and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on  
19 the form subject to Departmental administrative procedures. Such authorization shall continue from year to  
20 year unless revoked in writing.

21 7.5 The President of the Association or designee may have access to Department information for the purpose of  
22 updating the bargaining unit list.

23 7.6 The Association will file with the Superintendent's representative a roster of Association officers each fiscal  
24 year by July 1<sup>st</sup> for purposes described in Sections 7.1, 7.2, and 7.3 of Article 7. Association Rights.  
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1       7.7 Membership Dues and Fair Share Service Fees

2           7.7.1 It is the intent of the parties to implement the provisions of SB 1960 (chapter 893, statutes 2000)  
3           regarding membership dues and fair share service fees.

4           7.7.2 The Department shall deduct, free of cost, authorized amount from the salary of unit members and  
5           make appropriate remittance for Association dues/fair share service fees. The right of payroll  
6           deduction check-off privileges for payment of Association dues/fair share service fees shall be  
7           accorded by the Department exclusively to the Association and shall not be accorded to any other  
8           organization whose members are part of the bargaining unit represented by this Agreement. The  
9           Association shall receive all sums deducted by the Department related to unit member dues/fair share  
10          service fees on a monthly basis.

11          7.7.3 The unit members' dues/fair share service fees shall be remitted to the Association on the first payday  
12          of the month. The Department will provide the Association with a list of certificated employees from  
13          whom such deductions are made with each monthly remittance to the Association.

14       7.8 Organizational Security

15          7.8.1 Any unit member who applies for membership shall sign and deliver to the Association an assignment  
16          authorizing deduction of unified membership dues. Pursuant to such authorization the Department  
17          shall deduct appropriately prorated deductions, as established and submitted by the Association, from  
18          the regular salary checks of the unit members. Deductions for unit members who signed such  
19          authorizations after the commencement of the school year shall be appropriately prorated to complete  
20          payment by the end of the school year.

21          7.8.2 Any unit member who is not a member of the Association or who does not make application for  
22          membership shall automatically become a fair share service fee payer and pay to the Association a  
23          fee in an amount equal to one hundred percent (100%) of the unified membership dues, prorated in  
24          cases of part-time employment, in one lump-sum cash payment or by payroll deduction. In the event  
25

1 that a unit member does not pay such fair share service fee directly to the Association, the Department  
2 shall immediately begin automatic payroll deduction as provided for in Education Code 45061.

3 7.8.2.1 The Association shall indemnify and hold the Department and its employees or agents harmless  
4 from any and all claims, demands, suits or any action arising from the Organizational Security  
5 provision contained herein.

6 7.8.2.2 The Association agrees to abide by all applicable laws, rules and regulations related to agency fair  
7 share service fee payers including, but not limited to the Hudson decision/case.

8 **7.8.3 Religious Exemption**

9 7.8.3.1 Any employee who is a member of a religious body whose traditional tenets or teachings  
10 include objections to joining or financially supporting employee organizations shall not be required  
11 to join or financially support the Association; however, the employee shall pay, in lieu of a fair  
12 share service fee, sums equal to the amount of unified membership dues to one of the following  
13 nonprofit, nonreligious, non-labor charitable funds that are exempt from taxation under Section  
14 501c(3) of Title 26 of the Internal Revenue Code:

- 15 • Council for Exceptional Children, Orange County Chapter 188
- 16 • Outdoor Science School Foundation
- 17 • Orange County Community Foundation/Alternative Education Fund

18 7.8.3.2 For the purpose of this section, a unit member must use payroll deduction procedures outlined in  
19 Section 7.8.1. The selection of one of the funds listed may be made annually in October following  
20 initial selection.

21 7.8.3.3 To receive a religious exemption, the unit member must submit a written statement establishing  
22 the basis for the religious exemption to the Association. The Association Executive Board shall  
23 communicate in writing to the unit member its acceptance or rejection of the exemption. If  
24 accepted, the unit member shall make payment to an appropriate charity as described above.  
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2       7.8.4   Administration

3           7.8.4.1 With respect to all sums deducted by the Department pursuant to Section 7.8.1 and 7.8.2 above,  
4                           whether for membership dues or fair share service fee, the Department agrees promptly to remit  
5                           such monies to the Association, accompanied by an alphabetical list of unit members for whom  
6                           such deductions have been made. The lists shall include the following: contract days, PAR/site  
7                           assignment and home address/telephone number (unless prohibited to do so by written  
8                           authorization of unit member).

9           7.8.4.2 Any employee making payments as set forth in Section 7.7 who requests that the grievance or  
10                           arbitration provisions of this Agreement be used on his or her behalf, shall be responsible for  
11                           paying the costs of using said grievance or arbitration procedures.

12          7.8.4.3 The Association agrees to furnish any information needed by the Department to fulfill the  
13                           provisions of this Article. Changes in the amount of dues to be deducted shall be certified by the  
14                           Association twenty (20) days before the payroll deadline.

15          7.8.4.4 In no instance will any employee be dismissed because of failure to pay Association dues/fair  
16                           share service fees.

17          7.8.4.5 In any instance in which the provisions of this Article are contested, the Association agrees to pay  
18                           to the Department all reasonable legal fees and costs incurred in defending against the court or  
19                           administrative action.

20           7.8.4.5.1 It is understood that the expenses referred to above will not include Department staff time  
21                           normally expended.

22          7.8.4.5.2 As long as the Association is not in default of its obligations to pay legal fees and costs,  
23                           the Association will have the exclusive right to decide and determine whether any such  
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1 actions or proceedings referred to in Section 7.7 shall or shall not be compromised,  
2 resisted, defended, tried or appealed.

3 7.8.4.6 The Department shall not make fair share service fee or dues deductions from unit members who  
4 are in an unpaid status.

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1 ARTICLE 8 - LEAVES

2 8.1 Sick and Extended Illness Leave

3 8.1.1 A unit member rendering service in each of the twelve (12) months of the school year covered by this  
4 Agreement, working five (5) days per week for a minimum of 215 days, shall be annually entitled to  
5 twelve (12) days of Sick Leave. A unit member covered by this Agreement, working less than 215  
6 days for rendering service in less than twelve (12) months of the school year, shall be entitled to Sick  
7 Leave in the same ratio that his/her employment bears to full-time employment.

8 8.1.2 Unit members may accumulate unused Sick Leave without limitation.

9 8.1.3 Following absences due to illness or injury in excess of three (3) consecutive days, a unit member  
10 may be required to provide a doctor's statement.

11 8.1.4 Unit members returning to work from Sick Leave involving major surgery or disabling illness shall be  
12 required to present a doctor's release verifying medical permission to return to normal duties.

13 8.1.5 If a unit member is terminated and has used more Sick Leave than was earned, the amount used, but  
14 not earned, shall be deducted from his/her final warrant.

15 8.1.6 When a unit member is on an illness or injury leave, he/she shall be paid full salary for the period of  
16 time equal to the balance of his/her accumulated illness leave. When a unit member has used all of  
17 his/her accumulated Sick Leave, said unit member shall then be entitled to a period not to exceed five  
18 (5) school months of differential pay. For purposes of this Agreement, five (5) school months will be  
19 100 days. Compensation for these differential days shall be fifty (50) percent of the unit member's  
20 daily rate or the difference between the unit member's daily rate and the established substitute  
21 teacher's daily rate, whichever is greater. If a substitute is not utilized, the lowest established  
22 substitute teacher daily rate shall be used.



1 8.1.7 If a unit member has been given written warning regarding questionable use of his/her Sick Leave and  
2 if that unit member has been given identified time to respond to the warning, that unit member may be  
3 asked to provide a doctor's verification for future use of Sick Leave.

4 8.1.8 The use of any Sick Leave beyond the annual accumulation will require a physician's written  
5 statement that the unit member is unable to perform his/her job duties.

6 8.1.9 Catastrophic Leave is available to unit members under provisions contained in the Department  
7 Procedures Manual.

## 8 8.2 Personal Necessity Leave

9 8.2.1 A maximum of seven (7) days of accumulated Sick Leave may be used in any school year for personal  
10 necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and  
11 that the unit member cannot reasonably be expected to disregard, and that necessitate immediate  
12 attention, and cannot be taken care of after work hours or on weekends.

13 8.2.2 A unit member shall submit a completed Personal Necessity Leave request form to the school  
14 principal or immediate supervisor normally within three (3) working days prior to the leave. The  
15 supervisor will verify the request and will make the appropriate recommendation based on the criteria  
16 in Section 8.2.1 on the leave form before forwarding it to the Central Office. One copy of the request  
17 form with the supervisor's recommendation and comments will be returned to the unit member.

18 8.2.3 Advanced approval shall not be required for leave taken for any of the following reasons:

- 19 a) death or serious illness of a member of his/her immediate family in excess of what is provided in  
20 Sections 8.6 and 8.7;
- 21 b) accident, involving his/her person or property; or
- 22 c) discretion of immediate supervisor.

23 8.2.4 Personal Necessity Leave shall not be allowed for the following reasons:

- 24 a) political activities or demonstrations;
- 25

- b) vacation, recreation or social activities;
- c) unit member Association activities;
- d) routine personal activities; or
- e) activities involved in investigating other employment (with the exclusion of the interview if a time after working hours cannot be arranged).

### 8.3 Personal Business Leave

8.3.1 Leave for seven (7) days each year shall be granted for the conduct of personal business when prior arrangements have been made with the immediate supervisor. This leave is not to be cumulative and shall be deducted from Personal Necessity Leave. Such leave is taken at the discretion of the unit member.

8.3.2 Leave usage shall be monitored by the parties. Average Sick Leave/Sick Differential Leave usage per unit member from July 1, 2007 through June 30, 2008 will be established as a base. Usage data shall be reviewed by both parties as often as possible, but no less than quarterly. If the average usage per unit member increases by more than 1.5 days in a calendar year beginning with the 2009 calendar year, the number of days in Section 8.3.1 will revert to two (2) days, effective July 1 of the following year and Section 8.3.2 shall be null and void. If this section becomes null and void, unit members will be notified in writing at least one month prior to any reduction in the number of available days.

### 8.4 Industrial Accident and Illness Leave (Workers' Compensation)

8.4.1 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.

8.4.2 A unit member who has sustained a job-related injury shall report the injury within one (1) working day of occurrence, whenever possible. The injury will be reported on the appropriate Department form to the immediate supervisor. In order to qualify for Industrial Accident or Illness Leave coverage, a unit

1 member claiming such leave may be examined by a physician from the Department's approved  
2 medical panel.

3 8.4.3 Allowable leave shall be for not more than sixty (60) days during which the unit member would  
4 otherwise have been performing work for the Department in any one fiscal year for the same illness or  
5 accident. When the leave overlaps into the next fiscal year, the unit member shall be entitled to only  
6 the amount of unused leave for the same illness or injury. The leave shall commence on the first day  
7 of absence and shall not be accumulated from year to year.

8 8.4.4 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence,  
9 regardless of a temporary disability indemnity award.

10 8.4.5 Any unit member receiving benefits as a result of this section shall, during the periods of injury or  
11 illness, remain within the state of California unless the Superintendent has authorized travel outside  
12 the state.

13 8.4.6 The Department shall issue the unit member appropriate salary warrants for payment of the unit  
14 member's salary and shall deduct normal retirement and other authorized contributions. Upon  
15 conclusion of this industrial paid leave, a unit member may utilize any available Sick Leave benefits  
16 providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall  
17 not exceed 100 percent of the unit member's normal compensation.

18 8.4.7 Return to Work

19 8.4.7.1 A unit member shall be permitted to return to service after an industrial accident or illness only  
20 upon the presentation of a release from the unit member's treating physician certifying the unit  
21 member's ability to return to his/her position classification without restrictions or detriment to the  
22 unit member's physical and emotional well-being. A unit member may be requested to be  
23 examined by a physician designated by the Department prior to being permitted to return to  
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1 service. In the event that there is a disagreement by the physicians over whether the unit member  
2 is able to return to work, the Department retains the final decision as to the unit member's status.

3 8.4.7.2 A unit member may be returned to modified duty provided a position is available within the unit  
4 member's limitations and return to work would not be detrimental to the unit member's physical  
5 and emotional well-being.

6 8.4.8 A unit member who is eligible for reemployment and has been medically released for return to his/her  
7 duties, but fails to accept an appropriate assignment, shall be terminated.

8 8.4.9 When all available leaves of absence have been exhausted and the unit member is not medically able  
9 to assume the duties of his/her position, he/she may elect to continue on a Personal Leave for a  
10 period of up to one year. Continuation of any Personal Leave under this provision in excess of one  
11 year shall be at the discretion of the Superintendent. The unit member shall be eligible for  
12 reemployment upon submission of a physician's statement that he/she is able to resume his/her  
13 duties.

14 8.4.10 A unit member shall notify the Department when engaging in or accepting other employment while in  
15 any status authorized in provisions of Section 8.4.

## 16 8.5 Pregnancy Leave

17 8.5.1 Absence caused by disability due to pregnancy, childbirth or recovery from pregnancy or childbirth  
18 shall be charged to Sick and Extended Illness Leave.

19 8.5.2 Two (2) statements from the unit member's physician will be required:

- 20 a) pre-delivery authorization form giving last day unit member can work; and
- 21 b) post-delivery statement giving day the unit member can return to work.

22 8.5.3 The Superintendent may, upon request, grant personal leave without pay.

## 23 8.6 Leave to Care for a Family Member

1 8.6.1 A unit member is entitled to use up to six (6) days of accrued Sick Leave in a calendar year to attend  
2 to an illness of a child, parent, or spouse of the employee. A child includes biological, foster, or  
3 adopted children, stepchildren, legal wards, or the child of a "person standing in loco parentis." A  
4 parent includes a biological, foster or adoptive parent, a stepparent, or a legal guardian.

5 8.6.2 A unit member shall submit a completed Absence Request form to the immediate supervisor normally  
6 within three (3) working days prior to the leave. The supervisor will forward the request to the  
7 Assistant Superintendent, Human Resources and Support Services or his/her designee.

8 8.6.3 Provisions of this section shall remain in effect as long as Section 233 of the California Labor Code is  
9 applicable to school employers.

#### 10 8.7 Bereavement Leave

11 8.7.1 The purpose of Bereavement Leave utilization shall be for the death of a unit member's immediate  
12 family or the immediate family of the unit member's spouse or registered domestic partner as provided  
13 in Section 8.7.3 and 8.7.4.

14 8.7.2 Unit members exercising this leave of absence provision shall notify their immediate supervisor as  
15 soon as possible and state the expected duration of their absence.

16 8.7.3 A unit member shall be granted up to five (5) days for bereavement purposes for the death of a  
17 spouse, registered domestic partner, mother, father, brother, brother-in-law, sister, sister-in-law, son,  
18 son-in-law, daughter, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, or any person  
19 living in the immediate household.

20 8.7.4 A unit member shall be granted up to three (3) days for bereavement purposes for the death of a  
21 grandmother, grandfather, grandchild, legal guardian, niece, nephew, aunt or uncle.

22 8.7.5 If travel in excess of 300 miles one way or out of state is required, two (2) additional days shall be  
23 allowed. Additional days of absence beyond those described herein may be provided under the terms  
24 of the Personal Necessity Leave provisions of this section.  
25

1 8.7.6 All days of absence used under the provisions of Bereavement Leave shall result in no loss of  
2 compensation or Sick Leave to the unit member.

3 8.7.7 Immediately upon return to active service, unit members shall complete the appropriate absence form  
4 and submit it to their immediate supervisor.

5 8.7.8 Unit members shall provide, upon Department request, additional verification of the use of these leave  
6 provisions.

7 **8.8 Visitation Leave**

8 8.8.1 A one (1) day leave of absence for the purpose of studying or visiting other school programs or  
9 institutions will be provided each unit member, based on prior arrangements with the immediate  
10 supervisor.

11 8.8.2 Request for visitation will be made in writing to the immediate supervisor, citing the date, location and  
12 purpose of the visit.

13 8.8.3 If requested, a summary presentation will be made to the school staff upon completion of the visitation.

14 8.8.4 An additional visitation day may be granted at the discretion of the supervisor.

15 **8.9 Annual Leave (Calendar Days Not Contracted)**

16 8.9.1 When applicable to the unit member, Annual Leave (calendar days not contracted) are to be planned  
17 for as far in advance as possible and are to be taken with the concurrence of the supervisor.

18 8.9.2 After a leave request has been approved, the leave may not be canceled without the concurrence of  
19 both the supervisor and the unit member.

20 8.9.3 As a general rule, unit members should plan Annual Leave with supervisors so that such leave will not  
21 be disruptive to professional responsibilities. Nothing in this policy is to be construed as to limit the  
22 number of times a unit member may take Annual Leave during each contract year.

23 8.9.4 If, while on Annual Leave, a unit member becomes ill or injured, he/she may request to transfer to Sick  
24 Leave status. A physician's verification may be required.  
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1 8.9.5 Non-contract days that occur between the beginning and ending dates on the employment contract  
2 shall be termed "Annual Leave."  
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6 8.10 Travel/Study Leave

7 8.10.1 Travel/Study Leave may be granted by the Superintendent or designee to unit members upon written  
8 request, proposing the manner in which the leave will improve the teaching skills or knowledge of the  
9 unit member. Such leave requests will demonstrate the benefit to the Department's educational  
10 program.

11 8.10.2 Travel/Study Leave may be taken in separate, six (6) month periods or in any other periods designated  
12 by the Superintendent for a maximum cumulative leave of one year provided that the total leave shall  
13 be commenced and completed within a three (3) year period.

14 8.10.3 To be eligible for a Travel/Study Leave, the unit member must have seven (7) consecutive years of full-  
15 time paid service in the Department and must agree to render at least two (2) years of service in the  
16 employ of the Superintendent upon expiration of the leave.

17 8.10.4 Travel/Study Leave will only be granted for the purpose of full-time graduate study, research or travel  
18 attendant to said study and/or research. Such study, research and travel must be related to the unit  
19 member's work assignment.

20 8.10.5 Requests for Travel/Study Leave must be submitted to the Superintendent not later than six (6)  
21 months prior to the proposed beginning of the leave. All requests for Travel/Study Leave shall be  
22 submitted in writing and shall include a full statement of the purpose and plans for such leave.

23 8.10.6 A unit member on Travel/Study Leave shall receive the difference between the salary of the unit  
24 member on leave and the salary of a substitute unit member in the position previously held by the unit  
25

1 member on leave. If a substitute is not utilized, the unit member on leave shall receive one-half of the  
2 unit member's regular rate of pay, or the difference between the unit member's regular rate of pay and  
3 the substitute's entry salary, whichever is greater. Compensation to a unit member of Travel/Study  
4 Leave shall be paid in two (2) equal, annual installments during the first two (2) years of service  
5 rendered in the employ of the Superintendent following completion of the leave. However, if the unit  
6 member furnishes a suitable bond indemnifying the Superintendent against loss in the event that the  
7 unit member fails to render at least two (2) years of service following the completion of the  
8 Travel/Study Leave, the compensation approved by the Superintendent will be paid the unit member  
9 on leave in the same manner as if the unit member were in working status.

10 8.10.7 All requests for Travel/Study Leave shall be presented to the Superintendent in accordance with  
11 policy.

12 8.10.8 Should the program of study, research, or travel approved for a unit member on Travel/Study Leave be  
13 interrupted by accident or illness (established by evidence satisfactory to the Superintendent), this fact  
14 will not constitute breach of conditions of such leave (or prejudice the unit member against receiving  
15 all rights and benefits provided for under the terms of the leave).

16 8.10.9 A Travel/Study Leave may be canceled at any time and converted to a resignation or other type of  
17 leave (except illness), if approved by the Department, providing a bond has been posted by the unit  
18 member.

19 8.10.10 A Travel/Study Leave may be canceled forty-five (45) days prior to the effective date of the leave, and  
20 the unit member shall return to work.

21 8.10.11 With prior agreement, materials developed by a unit member while on Travel/Study Leave are the  
22 property of the Department.

23 **8.11 Judicial Leave**



1 8.11.1 Judicial and official appearance leave may be granted for the purpose of regularly called jury duty,  
2 appearance as a witness in court other than as a litigant, or to respond to an official order from another  
3 governmental jurisdiction for reasons not brought about through the connivance or misconduct of the  
4 employee.

5 8.11.2 The employee seeking an official Judicial Leave shall notify the immediate supervisor of a potential  
6 jury duty absence, accompanied by a copy of the order for jury duty. An Absence Request/Report  
7 form shall be submitted prior to the beginning of the date of the leave. The dates of actual service  
8 may be added upon completion of jury duty as the actual duration will not be determined until  
9 completion of the jury duty service.

10 8.11.3 An employee may be granted Judicial Leave not to exceed the duration of the requirement of the  
11 official order for participation and appearance.

12 8.11.4 Upon return to active service, the employee shall complete the Absence Request/Report form and  
13 submit it to the immediate supervisor.

14 8.11.5 An employee on Judicial Leave shall receive full pay from the Department. The employee shall  
15 submit to the Department any payment received as a daily rate stipend for jury duty service. The  
16 employee may retain the amount provided for mileage and parking compensation that is indicated on  
17 the stub of the check or warrant.

18 8.11.6 The employee, upon receiving a check or warrant for jury duty service, shall submit to Payroll the stub  
19 of the jury duty check or warrant, along with a personal check made out to the *Orange County*  
20 *Department of Education* for the amount of the daily rate stipend only.

21 8.11.7 The employee shall provide, upon Department request, additional verification of the use of the Leave  
22 provision.

23 8.12 Carry Forward Non-Work Days

1 8.12.1 A unit member may carry forward (roll) up to five (5) unused non-work days into the next school year.

2 No more than five (5) days may be carried forward.

3 8.12.2 The unit member must work at least 180 days in the school year.

4 8.12.3 The days carried forward cannot accumulate; i.e., no more than five (5) extra days will be allowed in

5 any year.

6 **8.13 Other Leaves**

7 8.13.1 Unit members shall be entitled to request leaves of absence without pay for travel, personal tragedy,  
8 education, medical purposes, adoption, or exceptional personal need. Such leave requests must be  
9 approved by the Superintendent.

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1 ARTICLE 9 - TRANSFER/SPECIAL ASSIGNMENT

2 9.1 It is understood by the parties that any assignment, reassignment, or transfer of unit members shall be based  
3 upon the legitimate needs and requirements of the program.

4 9.2 Definitions

5 9.2.1 Assignment – Any position occupied by a unit member.

6 9.2.2 Transfer – A change in assignment from one administrative unit to another, or an involuntary  
7 reassignment as described in 9.4.5.

8 9.2.3 Reassignment – A change in position within the administrative unit.

9 9.2.4 Administrative Unit – A designated group of employees or school sites under the direction of a  
10 principal or administrator.

11 9.2.5 Voluntary Transfer – A transfer that has been requested and/or accepted by the unit member.

12 9.2.6 Involuntary Transfer – A transfer that has been directed by the Department in writing. A unit member  
13 will not be involuntarily transferred in two (2) consecutive years.

14 9.3 For purposes of this Article, each administrative unit of the Department shall be considered a single school  
15 entity, and members of the same classification may be assigned and reassigned within the unit by the  
16 administrator. Vacant and new positions, which may occur within the administrative unit, may be filled by  
17 reassignments. All bargaining unit members within an administrative unit must be informed by the  
18 administrator, in writing, including electronic mail, of all available positions within the unit as soon as a position  
19 becomes available and before the position is filled by a unit member. Notification must be available to all staff  
20 for five working days before a decision to reassign is made. A unit member who is being reassigned will be  
21 given written notice a minimum of five working days before the change takes effect. Requests for  
22 reassignment may be made to the administrator at any time by a unit member.

23 9.4 Transfer Criteria

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1 9.4.1 All new positions not filled by reassignment shall be advertised by Human Resources throughout the  
2 Department as a transfer.

3 9.4.2 Vacant positions may be filled by transfer requests on file in Human Resources.

4 9.4.3 Unit members shall have first consideration to fill a vacant or new position.

5 9.4.4 Unit members shall be considered for transfer based on the following criteria:

- 6 • Credential(s) to perform the required services
- 7 • Approval of the receiving administrator
- 8 • Special experience for a particular assignment
- 9 • Training for a particular assignment
- 10 • The needs of the program
- 11 • The efficient operation of the Department
- 12 • The length and quality of unit member service to the Department, including all information  
13 contained in formal evaluations

14 All the above criteria being equal, the unit member with the most seniority shall have the right of  
15 preference for transfer.

16 9.4.5 Any classroom reassignment which moves the unit member greater than fifteen (15) miles distance  
17 from the unit member's current assignment shall be considered a transfer unless their reassignment is  
18 voluntary.

19 9.4.6 For purposes of this Article, ancillary staff (see section 3.5.1 - all classifications except "Teacher" are  
20 ancillary) are hired for the program they serve. A program is defined as Special Schools or Alternative  
21 Education. Reassignments within the program are not considered a transfer. Geographic  
22 considerations will be given when determining assignments of ancillary staff in order to optimize  
23 service to students.

1 9.5 As a general practice within the Department, any assignment, reassignment, or transfer shall be accomplished  
2 at a professional level, with as much mutual agreement between the member and the site administrator as is  
3 possible under the circumstances. Consideration shall be given to preparation time and moving assistance as  
4 provided in 9.7.

5 9.6 A unit member shall be eligible for transfer after the unit member has submitted a timely request for transfer to  
6 Human Resources indicating the position desired. The unit member shall be contacted and given an  
7 opportunity to interview, if not previously interviewed by the principal or designee during the school year.  
8 Transfer requests submitted to Human Resources will become null and void on June 30.

9 9.7 A unit member who has been transferred, or who must relocate to another classroom, shall be given from one  
10 (1) to five (5) working days (as needed) as a transition period at the new assignment during which time he/she  
11 shall not be assigned students. This time is to be used for curriculum development and classroom setup.

12 9.8 Unit members who have been previously transferred from an administrative unit to alleviate staffing needs  
13 shall have priority right to transfer to a vacant or new position in that same administrative unit. In such  
14 instances, the position need not be opened and interviews need not be completed.

15 9.9 Depending upon the nature of the involuntary transfer, the member shall be notified in writing, and when  
16 possible, not less than two weeks in advance of the move, to ensure an orderly transfer and transition from  
17 one position to another.

18 9.10 In the absence of any specific Agreement provision which would apply, members who find that they are  
19 without an assigned position within the administrative unit due to some event including but not limited to  
20 closing and opening sites, and due to no act of their own, shall be given priority right of seniority of all those  
21 members similarly affected. This priority right shall be first exercised within the administrative unit and then, if  
22 applicable, within the program. Unit members shall not be transferred from an administrative unit while there  
23 are members with less seniority within the administrative unit. In such cases the least senior member(s) within  
24 the administrative unit will be transferred subject to the following:  
25

1 9.10.1 The administrator will meet with a representative from the Association and Human Resources when  
2 unit members must be transferred.

3 9.10.2 All unit members in the administrative unit will be informed of their transfer rights and the number of  
4 unit members who must be transferred. Unit members will be informed of vacant and new positions  
5 available within the Department.

6 9.10.3 Voluntary transfers will be solicited from within the administrative unit. Unit members who voluntarily  
7 transfer will have transfer rights as provided in 9.8.

8 9.11 Other than their personal effects and contents of their desk, unit members shall not be required to transport or  
9 move the contents of their rooms to a new site or room. With prior arrangement, members who help move  
10 their rooms after school hours and on weekends shall be compensated at their hourly rate.

11 9.12 Staff Rotation - A unit member may initiate an exchange of assignment for part or all of the contract year in  
12 other Department schools where he/she is certified to serve. A change in assignment may be made when  
13 there is agreement among the involved supervisor(s) and the unit member(s). If, at the conclusion of the  
14 exchange period, all parties agree, the exchange of assignment shall become permanent.

15 9.13 A member shall not be required to forfeit any provision of this Article as a condition for transfer or  
16 reassignment.

17 9.14 In cases of a reduction in force, provisions of the California Education Code shall apply.

18 9.15 Unit Member on Special Assignment

19 9.15.1 A unit member may be placed on special assignment as provided in this section. The special  
20 assignment shall be voluntary and may be terminated by the Department without cause or terminated  
21 by the unit member without prejudice.

22 9.15.2 The special assignment shall not be supervisory in nature as related to the collective bargaining law  
23 (Government Code 3540.1 (m)).  
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1 9.15.3 Unless otherwise specified in this section, all Agreement provisions shall apply, with the unit member  
2 retaining all seniority rights as to classification. Upon conclusion of the special assignment, the  
3 administrator and the unit member will meet to determine a mutually agreed upon assignment within  
4 the administrative unit. If mutual agreement is not reached, the provisions of Article 9 - Transfers will  
5 apply.

6 9.15.4 Special assignments designated for service at a site, within an administrative unit, within a program, or  
7 generally within the Department, respectively, shall be announced and filled at that respective level.  
8 No special assignment shall exceed twenty-four (24) consecutive months.

9 9.15.5 The unit member on special assignment shall receive a stipend of three (3) percent of their current rate.  
10 The unit member shall continue to receive regular salary during the inclusive dates of the special  
11 assignment. A unit member on special assignment shall receive only one (1) stipend, as provided in  
12 the Agreement, even though the unit member may qualify for additional stipends.

13 9.16 The provisions of this Article shall be applied by the Department in a manner that is not arbitrary, capricious or  
14 discriminatory.

1 ARTICLE 10 - EMPLOYMENT CONDITIONS

2 10.1 Alternative Education

3 10.1.1 Hours

4 10.1.1.1 The maximum time requirement for primary duties shall be as follows:

- 5 a) seat time instruction assignments: 300 minutes (includes institutional schools, group homes,  
6 and community schools);
- 7 b) contract learning assignments (excluding Orange County Community Home Education  
8 Program, and Pacific Coast High School): 360 minutes;
- 9 c) combined seat time and contract learning assignments: 360 minutes (applies when both  
10 assignments are less than full time).
- 11 d) any program delivery not meeting the criteria set forth in a) b) c) above: 375 minutes  
12 maximum.

13 10.1.1.2 Adjunct duties, which shall be included as criteria for evaluation, shall be performed according to  
14 the unit member's personal schedule and are expected to be completed at the professional level.  
15 Some adjunct duties will require on-the-job performance by the unit member.

16 10.1.1.3 Primary duties shall be defined as those involving direct unit member-student interaction. Primary  
17 and adjunct duties refer to responsibilities typical of certificated unit members, including:  
18 preparation, coordination, training, grading and conference (student, parent or probation staff).

19 10.1.1.4 Unit members in the Orange County Community Home Education Program and Pacific Coast High  
20 School are required to perform certain instructionally-related duties which occur outside the  
21 regular work day. These duties will be determined by the unit members and the administrators at  
22 the planning sessions at the beginning of the school year.

23 10.1.2 Class/Roster Size

24 10.1.2.1 Seat Time Instruction

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1 10.1.2.1.1 Institutional-Based Classrooms (Including Juvenile Justice Institutions, County of Orange  
2 Operated Social Service Institutions and County of Orange Operated Group Homes)

3 10.1.2.1.1.1 The class size standard shall be seventeen (17) students in attendance per  
4 teacher per instructional period. Up to nineteen (19) students may be assigned to a  
5 classroom to achieve a class of seventeen (17) attending. Up to nineteen (19)  
6 students may be in attendance in any one class period not to exceed ten (10)  
7 consecutive days. This class size provision may be modified with Association and  
8 Department approval.

9 10.1.2.1.1.2 When class settings take place within a probation living unit, the class size  
10 standard in Section 10.1.2.1.1.1 shall be twenty-five (25) students in attendance per  
11 teacher. (This standard will be effective July 1, 2000.)

12 10.1.2.1.1.3 The parties agree to pursue a goal of ensuring all classrooms provide the statutorily  
13 required space.

14 10.1.2.1.2 Community-Based Classrooms

15 10.1.2.1.2.1 The class size standard shall be nineteen (19) students in attendance per  
16 teacher per instructional period. Up to twenty-one (21) students may be assigned to a  
17 classroom to achieve a class of nineteen (19) attending when adequate square  
18 footage (160 sq. ft. per teacher and 28 sq. ft. per student), materials and equipment  
19 are provided. An increased number of students not to exceed a total of twenty-five  
20 (25) may be assigned to a classroom by mutual consent (Shall be arranged in  
21 advance; see form in Appendix) of the administrator and teacher to achieve a class  
22 size of nineteen (19) students in attendance. Up to twenty-one (21) students may be  
23 in attendance in any one class period not to exceed ten (10) consecutive days.  
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1 10.1.2.1.2.2 When adequate square footage (160 sq. ft. per teacher and 28 sq. ft. per  
2 student), materials and equipment are not provided, the class size standard shall be  
3 seventeen (17) students in attendance per teacher per instructional period. Up to  
4 nineteen (19) students may be assigned to a classroom to achieve a class of  
5 seventeen (17) attending. An increased number of students not to exceed a total of  
6 twenty-five (25) may be assigned to a classroom by mutual consent (Shall be  
7 arranged in advance; see form in Appendix.) of the administrator and teacher to  
8 achieve a class size of seventeen (17) students in attendance.

9 10.1.2.1.2.3 This class size/square footage provision may be modified with Association and  
10 Department approval.

11 10.1.2.2 Contract Learning Instruction Assignments (Excluding Orange County Community Home  
12 Education Program and Pacific Coast High School.)

13 10.1.2.2.1 The standard roster size for Contract Learning Assignments shall not exceed: a) thirty-  
14 eight (38) students assigned to each teacher; b) thirty (30) students assigned to each  
15 teacher in the teen parenting program. This roster size provision may be modified with  
16 Association and Department approval.

17 10.1.2.2.2 Assigned students are to be deleted from rosters within a reasonable period of time when  
18 the teacher has knowledge that a student is to be dropped or placed on an administrative  
19 hold in accordance with Department policy.

20 10.1.2.2.3 Depending upon the school calendars of districts served, up to four (4) additional students  
21 may be assigned to a teacher during the last three (3) weeks of the fall or spring  
22 semesters to replace students who are graduating or returning to the district schools.

23 10.1.2.3 Orange County Community Home Education Program and Pacific Coast High School.

1 10.1.2.3.1 The standard roster size for the Orange County Community Home Education Program  
2 and Pacific Coast High School shall not exceed thirty-six (36) students assigned to each  
3 teacher. This roster size provision may be modified with Association and Department  
4 approval.

5 10.1.2.4 Combined Seat Time and Contract Learning Assignments

6 10.1.2.4.1 When both assignments are less than full time, the combined number of students  
7 assigned to each teacher shall not exceed a standard of thirty-two (32) students. This  
8 roster size provision may be modified with Association and Department approval.

9 10.1.3 Working Conditions

10 10.1.3.1 Up to three (3) days each year will be set aside for teacher inservice sessions.

11 10.1.3.2 The responsibilities for organizing the inservice will be the Department's in cooperation with the  
12 Association.

13 10.1.3.3 These days will be regular work days, and all teachers will be required to attend.

14 10.1.4 Unit members may, upon one (1) week's notice, be requested to participate in a reasonable amount of  
15 inservice training.

16 10.2 Ancillary Staff

17 10.2.1 Primary duties, adjunct duties, and conditions of employment shall comply with existing law and shall  
18 be consistent with needs of the program to which the unit member is assigned.

19 10.2.2 Unit members may, upon one (1) week's notice, be requested to participate in a reasonable amount of  
20 inservice training.

21 10.3 Special Schools, Programs and Services

22 10.3.1 Hours

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1 10.3.1.1 The maximum time requirement for instructional minutes shall not exceed 330 minutes each  
2 working day or be consistent with the on-site program, unless an increase is necessary to comply  
3 with State and Federal statutes, regulations, and/or directives.

4 10.3.1.2 Adjunct duties, which shall be included as criteria for evaluation, shall be performed according to  
5 the unit member's personal schedule and are expected to be completed at a professional level.  
6 Some adjunct duties will require on-the-job performance by the unit member.

7 10.3.1.3 Primary duties shall be defined as those involving direct unit member-student interaction. Primary  
8 and adjunct duties refer to responsibilities typical of certificated unit members, including  
9 preparation, coordination, training, grading, and conference (student, parent or staff).

#### 10 10.3.2 Class Size

11 10.3.2.1 Class size shall not exceed State maximums.

#### 12 10.3.3 Working Conditions

13 10.3.3.1 Unit members may, upon one (1) week's notice, be requested to attend a reasonable amount of  
14 inservice training.

### 15 10.4 General Provisions

16 10.4.1 A teacher may use such reasonable force as is necessary to protect him/herself from attack, to protect  
17 another person, to prevent damage to property, to quell a disturbance threatening physical injury to  
18 others, or to obtain possession of weapons or other dangerous objects. The amount of force  
19 permitted within the concept of "reasonable force" will vary greatly dependent upon the circumstances.  
20 Greater force would be permitted, for example, to protect a school unit member or pupil from imminent  
21 and serious bodily harm than would be justified to protect property. Use of "reasonable force" is only  
22 to be considered appropriate as a means of prevention of injury to persons or damage to property.

23 10.4.2 The Department shall pay the cost of replacing or repairing property of a unit member when such  
24 property is necessarily worn or carried by the unit member and is damaged without fault of the unit  
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1 member, while in the line of duty. Such property would include eyeglasses, hearing aids, dentures,  
2 watches, and certain articles of clothing. If the property is damaged beyond repair, or stolen, the  
3 actual cash value of such property shall be determined as of the time of the damage. The Department  
4 shall pay only the amount not covered by the unit member's personal insurance. Payment to a unit  
5 member under this section shall not exceed \$1,000.00 in any fiscal year. Unit member must provide  
6 proof of value of an item of property satisfactory to the Department prior to exercising provisions of this  
7 section.

8 10.4.3 Unit members shall not bring personal property, other than necessary clothing and jewelry, on campus  
9 unless prior written approval has been obtained from the site supervisor. Unit member shall report any  
10 loss to his/her supervisor immediately.

11 10.4.4 The Department is joint tenant in a number of school districts where campus facilities are shared with  
12 the host district. Notwithstanding any provision of Article 10. Employment Conditions, primary duty  
13 time for unit members assigned to such programs may conform to the host districts standard.

14 10.4.5 Minimum day schedules may be implemented at the discretion of the site administrator. If, in  
15 implementing the minimum day schedule in Special Schools, Programs and Services, the maximum  
16 time requirement for primary duties exceeds the contractual limit, a majority of the unit members at the  
17 site must agree to the exception.

18 10.4.6 The professional day for all unit members shall consist of seven (7) hours inclusive of a fifteen- (15)  
19 minute on-campus break and a thirty- (30) minute duty-free lunch. The professional day will  
20 commence at the unit member's scheduled arrival time. Any modification to the scheduled arrival time  
21 must be mutually agreed to in advance by the site administrator and the unit member. Break time and  
22 the lunch period shall not be taken at the beginning or end of the professional day. During the duty-  
23 free lunch period, the staff member may leave the site. If the lunch period at a site exceeds thirty (30)  
24 minutes, the on-site work day shall be extended proportionally. It is understood that an individual unit  
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1 member may request that the lunch period be extended on a particular day. Such extension must  
2 have the prior approval of the site administrator or designee. The professional day shall include both  
3 primary duty time and adjunct duties. Adjunct duties may be performed outside the professional day.  
4 No hours may be accumulated for purposes of shortening the professional day. The seven- (7) hour  
5 professional day does not extend the primary duty time provisions of the Agreement. The professional  
6 day may be modified with Association and Department approval.

7 10.4.7 When student instruction precludes the unit member from taking a duty-free lunch and/or a break  
8 during the school day, forty-five (45) minutes of break/lunch time may be scheduled at the beginning or  
9 end of the professional day with mutual agreement of the site administrator and unit member. Not less  
10 than thirty (30) minutes of this time will be duty free and the unit member may leave the site for the  
11 day.

12 10.4.8 In programs where lunch and breaks are determined by an outside agency, unit member's break/lunch  
13 time will align with the outside agency's schedule. When staff meetings are scheduled during a lunch  
14 period, a duty-free lunch period of not less than thirty (30) minutes shall be provided.

15 10.4.9 Recall Rights

16 10.4.9.1 Should a Reduction in Force (RIF) occur and unit members are subsequently laid off, the order of  
17 recall/return for those unit members not otherwise established by statute (i.e. those unit members  
18 without a Department seniority date) shall be as follows: 1) unit members possessing a regular  
19 credential, 2) unit members possessing a district intern certificate, 3) unit members possessing a  
20 university internship credential, 4) unit members possessing a provisional internship permit, 5) unit  
21 members possessing a short-term staff permit. The order of recall/return for unit members sharing  
22 the same type of credential, certificate and permit shall be based upon the most recent continuous  
23 service date of hire.

1 10.4.9.2The parties acknowledge that the California Commission on Teacher Credentialing (CCTC)  
2 regularly changes the requirements and designations for credentials, certificates and permits. Any  
3 successor or replacement credentials, certificates or permits for those listed above in Section  
4 10.6.10.1 shall not alter the order of recall/return.  
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1 ARTICLE 11 - GRIEVANCE PROCEDURE

2 11.1 Definitions

3 11.1.1 A "grievance" is a claim by one or more unit members or by the Association that there has been a  
4 violation, misinterpretation, or misapplication of a provision of this Agreement which adversely affects  
5 the grievant.

6 11.1.2 The term "grievant" may include a group of certificated unit members similarly affected by a grievance.  
7 In cases in which multiple grievances are filed on the same issue, only the first written grievance filed  
8 will be processed, and the decision rendered shall be applicable to all grievances on the same issue.

9 11.1.3 A "party of interest" is any person who might be required to take action or against whom action might  
10 be taken in order to resolve the claim.

11 11.1.4 The term "days" when used in the procedure shall, except where otherwise indicated, mean working  
12 days on which the Central Administrative office is open for business.

13 11.2 Purpose

14 11.2.1 The purpose of this procedure is to secure, at the first administrative level designated to resolve  
15 grievances, equitable solutions to grievances. Both parties agree that these proceedings will be kept  
16 as informal and confidential as may be appropriate at any level of the procedure.

17 11.2.2 Nothing contained herein will be construed as limiting the right of any unit member having a grievance  
18 to discuss the matter informally with any appropriate member of administration, and to have the  
19 grievance adjusted.

20 11.3 Informal Procedure

21 11.3.1 The grievant has the option to meet with the immediate supervisor to discuss the potential grievance in  
22 an attempt to resolve it informally. Neither the grievant nor the immediate supervisor may include  
23 another person at this meeting. If the grievant elects this option and the potential grievance is not  
24 resolved at this informal procedure, the grievant may proceed to the formal procedure.  
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2 11.4 Formal Procedure

3 11.4.1 Level One

4 11.4.1.1 Within thirty (30) days after the date on which the grievant acquires knowledge or reasonably  
5 would be expected to know of the event or action which gave rise to the grievance, the grievant  
6 must present the matter in writing to the immediate supervisor. The statement of the grievance  
7 shall be a concise statement of the circumstances giving rise to the grievance. The statement  
8 shall cite the specific section and page of this Agreement that is alleged to have been violated, the  
9 decision rendered at the informal conference, and the specific remedy sought.

10 11.4.1.2 The grievant and the supervisor shall discuss the grievance within ten (10) days to arrive at a  
11 mutually satisfactory solution to the problem. At the conference, the grievant may appear alone,  
12 or he/she may be represented by a recognized representative of the Association. When the  
13 grievant is represented, he/she must also be present.

14 11.4.1.3 Following the conference, the supervisor shall communicate, in writing, his/her decision to the  
15 grievant within ten (10) days.

16 11.4.2 Level Two

17 11.4.2.1 In the event a grievance is not satisfactorily resolved at Level One, the grievant may appeal to the  
18 Cabinet Representative. Such an appeal shall be made within ten (10) days after the grievant has  
19 received the decision from the supervisor. It shall also state the name of the grievant's  
20 representative, if any. Copies of the appeal are to be directed to the Deputy Superintendent and  
21 the Assistant Superintendent, Human Resources and Support Services or his/her designee.

22 11.4.2.2 The meeting and conference with the grievant on the grievance shall occur within ten (10) days to  
23 arrive at a mutually satisfactory resolution to the complaint. The grievant and his/her  
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1 representative, if any, shall be given at least two (2) days notice of the conference. When the  
2 grievant is represented, he/she must be present.

3 11.4.2.3 Following the conference, and within ten (10) days, the Cabinet Representative shall communicate  
4 the decision in writing, together with supporting reasons, to the grievant and the first level  
5 supervisor.

6 11.4.3 Level Three

7 11.4.3.1 If the grievance is not resolved at Level Two, the grievant may appeal the decision to the Deputy  
8 Superintendent within ten (10) days after the decision of the Cabinet Representative has been  
9 mailed. The appeal shall set forth, specifically, the reasons for the appeal.

10 11.4.3.2 The Deputy Superintendent shall meet and confer with the grievant on the grievance within ten  
11 (10) days to arrive at a mutually satisfactory solution of the complaint. The grievant and his/her  
12 representative, if any, shall be given at least two (2) days notice of the conference. When the  
13 grievant is represented, he/she must be present or be excused by mutual consent of the grievant  
14 and the Deputy Superintendent.

15 11.4.3.3 Following the conference and within ten (10) days, the Deputy Superintendent shall communicate  
16 the decision in writing, together with supporting reasons, to the grievant.

17 11.4.4 Level Four

18 11.4.4.1 If the grievant is not satisfied with the decision at Level Three, he/she may request the  
19 Association to submit the grievance to advisory arbitration, or appeal directly to the  
20 Superintendent. If the Association concurs with the grievant's request for advisory arbitration, the  
21 Association shall, within twenty (20) days of the Deputy Superintendent's decision, submit a  
22 request in writing to the Superintendent for advisory arbitration of the dispute and the Department  
23 shall comply with the request. The Association and the Department shall attempt to agree upon  
24 an Arbitrator and if no agreement can be reached, the parties shall request the American  
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1 Arbitration Association to supply a panel of five (5) names of persons experienced in hearing  
2 grievances in public schools. Each party shall alternately strike a name until only one name  
3 remains. The remaining panel member shall be the Advisory Arbitrator. The order of striking shall  
4 be determined by the flipping of a coin.

5 11.4.4.2 The fees and expenses of the Arbitrator and the hearing shall be borne equally by the Department  
6 and the Association. All other expenses, including fees for the witnesses or the costs of  
7 substitutes for witnesses, shall be borne by the party incurring them, except as provided  
8 elsewhere in this Article.

9 11.4.4.3 If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues  
10 by referring to the written grievance and the answers thereto at each level. In disputed cases  
11 regarding whether or not a grievance claim is within the scope of these proceedings, the Arbitrator  
12 shall rule on the ability to arbitrate the issue.

13 11.4.4.4 The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the  
14 terms of this Agreement, but shall determine only whether or not there has been a violation,  
15 misapplication, or misinterpretation of this Agreement in respect to the allegations contained in the  
16 grievance. The decision of the Arbitrator shall be based solely upon the evidence and arguments  
17 presented to him/her by the respective parties in the presence of each other.

18 11.4.4.5 The Arbitrator shall render a decision in writing, including any award judged to be proper, within a  
19 reasonable time after the close of the hearing. Hearings shall be conducted according to the rules  
20 of the American Arbitration Association. The decision of the Arbitrator shall be submitted to all  
21 parties involved and, when possible, shall be implemented within twenty (20) days unless the  
22 Superintendent rejects the Arbitrator's decision. In those cases where the decision of the  
23 Superintendent is to reject the decision of the Arbitrator, the grievant shall be granted a hearing  
24 before the Superintendent. The fees and expenses of the Arbitrator shall be borne equally by the  
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1 Department and the Association, unless the Superintendent rejects the Arbitrator's decision, in  
2 which case the Department shall bear all costs. The decision of the Superintendent is final.

3 11.5 General Provisions

4 11.5.1 No reprisals of any kind shall be taken by any party to this procedure against any party in interest, any  
5 witnesses and/or representatives, or any other participant in the grievance procedure by reason of  
6 such participation.

7 11.5.2 Forms for filing and processing grievances and other documents necessary under the procedure shall  
8 be prepared by the Department and given distribution so as to facilitate operation of the grievance  
9 procedure.

10 11.5.3 Failure at any level of the procedure to communicate the decision on a grievance or hold a required  
11 meeting within the specified time limits shall permit the grievant to proceed to the next level. Failure at  
12 Level Three to communicate the decision shall be deemed a default in favor of the grievant.

13 11.5.4 Failure at any step of this procedure to appeal a grievance to the next level within the specified time  
14 limits shall be deemed as acceptance of the decision rendered.

15 11.5.5 The time limits specified at any level of this procedure may be extended in any specific instance by  
16 mutual agreement.

17 11.5.6 All communication, notices, and papers required to be in writing shall be served personally or by U.S.  
18 Certified Mail.

19 11.5.7 Both parties may secure advice of and be represented by counsel at their own cost.

20 11.5.8 There may be a waiver of Level One proceedings by mutual consent when extenuating  
21 circumstances preclude potential resolution between the grievant and the immediate supervisor. A  
22 grievance may be submitted at Levels Two or Three provided mutual approval of the Superintendent  
23 or designee and unit member has been obtained in advance.

24 11.5.9 All grievances commencing with Level One will be submitted on forms developed by the Department.  
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1 11.5.10 Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved,  
2 another grievance based on that particular incident may not be filed unless the resolution has not been  
3 implemented within the time period written in the resolution.

4 11.5.11 All documents, communications, and records dealing with the processing of a grievance will be filed in  
5 a separate grievance file and will not be kept in the personnel file of any of the participants.

6 11.5.12 The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually  
7 found in the Agreement or to determine disputed facts upon which the application of the Agreement  
8 depends. The Arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her  
9 function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that  
10 which can fairly be said to have been the intent of the parties as determined by generally accepted  
11 rules of contract construction. Past practice of the parties in interpreting or applying terms of this  
12 Agreement may be considered relevant evidence. The Arbitrator shall not render any decision or  
13 award, or fail to render any decision or award, merely because in his/her opinion such decision or  
14 award is fair or equitable.

15 11.5.13 No decision rendered by the Arbitrator shall be retroactive beyond the beginning of this contractual  
16 year.

#### 17 11.6 Association Representative in Grievance Procedure

18 11.6.1 The Association shall appoint and approve those members authorized to represent unit members in  
19 grievance settlement procedures set forth in this Grievance Procedure. Approved and authorized  
20 Association representatives shall not exceed five (5) in number.

21 11.6.2 Designated representatives shall have the right to receive reasonable periods of time without loss of  
22 compensation when handling the grievance process.

23 11.6.3 In the event that attendance at a grievance conference by the Association representative results in the  
24 use of a substitute, the cost of such substitute service shall be borne by the employer.  
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1 11.7The Agreement will be annotated to reflect the decision and/or resolution of a grievance.

2 ARTICLE 12 - CERTIFICATED PERSONNEL FILES

3 12.1Materials in personnel files of unit members which may serve as a basis for affecting the status of their  
4 employment are to be made available for inspection by the person involved.

5 12.2Such material for inspection is not to include ratings, reports or records which (a) were obtained prior to the  
6 employment of the person involved; (b) were prepared by identifiable examination committee members; or (c)  
7 were obtained in connection with a promotional examination.

8 12.3Every unit member shall have the right to inspect such materials upon request provided that the request is  
9 made at a time when such person is not actually required to render services to the Department.

10 12.4Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall  
11 not be entered or filed unless and until the unit member is given notice and an opportunity to review and  
12 comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory  
13 statement, his/her own comments thereon. Such review shall take place during normal business hours of the  
14 Central Administrative Office, and the unit member may be released from duty for this purpose without salary  
15 reduction. When a unit member requests to review his/her personnel file, he/she may be accompanied by a  
16 person of his/her own choice if he/she so desires.

1 ARTICLE 13 - EVALUATIONS

2 13.1 Evaluation and assessment of performance of each unit member shall be made on a continuing basis as  
3 follows:

- 4 a) At least once each school year for probationary personnel
- 5 b) At least every other year for personnel with permanent status
- 6 c) Evaluation of the performance of permanent unit members who have been employed at least five (5)  
7 years with the Department, are highly qualified (as defined by NCLB), and whose previous evaluation  
8 rated the employee as meeting or exceeding standards, shall be made at least every five (5) years, if  
9 the evaluator and the unit member being evaluated agree. The unit member or the evaluator may  
10 withdraw consent at any time.

11 13.2 Pre-evaluation procedures may be used to help improve instruction quality, promote collaboration between  
12 unit members and administrators, and prevent unsatisfactory performance. This process may be part of the  
13 formal evaluation process for unit members. An unsatisfactory evaluation may not be issued to a permanent  
14 unit member unless the Planning Conference form and two World Class Education Observation forms have  
15 been completed within a twelve (12) month period ending April 15 of the evaluation year and the mutually  
16 agreed upon strategies between the unit member and the administrator have been re-evaluated by the parties  
17 involved. Observations are to be spaced at least three weeks apart.

18 13.3(intentionally left blank)

19 13.4 Formal Evaluation Sequence

20	<u>Step</u>	<u>Action</u>	<u>Calendar</u>
21	a)	Group and individual orientation for those scheduled for evaluation.	Prior to 10/1
22	b)	Initial conference in which the evaluator and the unit member meet and formulate the standards of expected student progress upon which the evaluation is based. Standards of expected student progress shall be in written form and signed by both parties.	Prior to 10/15
23	c)	Formal classroom observation to last a minimum of twenty-five (25) minutes.	Prior to 1/30
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|---|--|--|
| 1 | d) Formal observation conference with the results being recorded on the observation form and signed by the evaluator and the unit member.  | No later than five (5) working days following The formal observation Excluding leave and illness days. |
| 2 |  |  |
| 3 | e) Optional subsequent formal observations. The unit member may, upon request, be entitled to receive up to two (2) subsequent formal observations and conferences. These are to be spaced at least three (3) weeks apart. | Optional   |
| 4 |  |  |
| 5 | f) Final conference and written evaluation signed by the evaluator.  | No later than 4/15   |
| 6 | g) Final written evaluation to be signed by the unit member, with comments if desired.   | No later than 4/15   |
| 7 |  |  |

13.5 This time sequence may be altered when a new unit member is hired during the year or when circumstances are such that it would be impossible to abide by it, or by mutual consent of the supervisor and the unit member.

13.6 During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation criteria. The determination of new evaluation criteria shall be arrived at in accordance with Step 2 under Section 13.4 of this Agreement with the waiver of time limitations.

13.7 The observation conference will consist of discussion and review of the unit member's progress toward attainment of the goals formulated in the initial conference.

13.8 The established grievance procedure of the Department may be utilized for processing any disputes which arise over the evaluation process. In the event that a dispute arises and such dispute is resolved in favor of the unit member, no record of the disputed evaluation shall be kept by the Department in any file, office, or place. Any such record(s) shall be delivered to the evaluatee for disposition.

13.9 Unit members shall not be required to participate in the evaluation and/or observation of other certificated personnel nor shall they be required to assess their own performance.

13.10 The final evaluation is to be based on observations and criteria listed in goals and objectives of the initial conference, or as modified by Section 13.6.

13.11 Forms to implement this procedure will be mutually agreed upon by the Department and the Association. Forms will be mutually reviewed for possible modification. The mutual review shall be done on a program by



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program basis. Up to three (3) unit members for each program shall be selected by the Association. The Department will select up to three (3) representatives.

1 ARTICLE 14 - PEER ASSISTANCE AND REVIEW

2 14.1The Association and the Department intend to implement the provisions of Chapter 4 of the Statutes of 1999  
3 with respect to the Peer Assistance and Review Program (PAR), as it may be amended, and any applicable  
4 regulations. The Department may take such action as necessary to comply with the law requiring coordination  
5 of the PAR program with the Beginning Teacher Support and Assessment (BTSA) Program, OCDE internship  
6 program, and other professional development programs, so long as the action does not violate a specific  
7 provision of this Article.

8 14.2Effective on July 1, 2000, Article 14. Mentor Teacher Program and all obligations rights, activities and  
9 practices related to that program shall terminate.

10 14.3Implementation of PAR is contingent upon official notification by the State that the Department is eligible for  
11 and will be receiving funds specified in ABX 1 for PAR.

12 14 . 4 Peer Assistance and Review Joint Panel (Panel)

13 14.4.1 The Panel will consist of five (5) employees of the Department. Three (3) members of the Panel must  
14 be unit members chosen by OCSEA. The Superintendent or his/her designee will select two (2)  
15 administrators to serve on the Panel. The Panel will appoint a chair from its membership.

16 14.4.2 The chair will rotate between an Association and management representative every other year.

17 14 . 4 . 3Unit members on the Panel will receive paid time for purposes of conducting classroom observations  
18 of classroom teachers being considered for appointment as Consulting Teachers.

19 14.4.4 The Department will notify the Panel in writing of those teachers being required to participate in PAR  
20 based on an overall unsatisfactory performance evaluation.

21 14.4.5 The Department will notify the Panel in writing of those permanent classroom teachers who volunteer  
22 to participate in the PAR Program.

23 14.4.6 The Panel will amend and clarify procedures to implement the PAR program as necessary.

24 14 . 5 The Panel shall recruit and select Consulting Teachers.

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1 14.5.1 In order to be eligible for selection, Consulting Teachers shall meet the following requirements:

2 14.5.1.1 Permanent status classroom teachers employed full time by the Department

3 14.5.1.2 At least five (5) years recent instructional experience

4 14.5.1.3 Demonstrated exemplary teaching ability as indicated by effective communication skills, subject  
5 matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of  
6 pupils in different contexts

7 14.5.1.4 Ability to communicate effectively both orally and in writing

8 14.5.1.5 Ability to work cooperatively and effectively with others

9 14.5.1.6 Knowledge and understanding of the California Standards for the Teaching Profession

10 14.5.2 The Panel shall follow written procedures and criteria for recruiting and selecting Consulting Teachers  
11 and Instructional Coaches, which will be in accordance with this Article and applicable law, and will be  
12 applied in a reasonable and consistent manner. The Panel as needed may select Consulting  
13 Teachers and Instructional Coaches at any time during the school year. Consulting Teachers will be  
14 appointed to serve for a one (1) year term. Instructional Coaches will be appointed to serve for a three  
15 (3) year term. No employee may serve for more than two (2) consecutive terms as a Consulting  
16 Teacher or Instructional Coach. Following the completion of two (2) consecutive terms, a Consulting  
17 Teacher or Instructional Coach must wait one (1) year before being considered for another assignment  
18 as a consulting Teacher or Instructional Coach.

19 14.5.3 At least two (2) representatives from the Panel shall conduct at least one (1) informal classroom  
20 observation of each candidate for Consulting Teacher prior to selection. The observation may be  
21 scheduled or unscheduled at the discretion of the Panel. This observation will not be part of any  
22 evaluation process.

23 14.5.4 The Panel's selection procedures, activities, and criteria, and its judgments regarding selection of a  
24 Consulting Teacher, shall not be subject to the grievance procedure.  
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1 14.5.5 The Panel will develop standards and guidelines to be used by the Consulting Teacher in working with  
2 participants. This will include, but not be limited to, timelines for a completion of peer review reports  
3 for submission to the Panel. The Consulting Teacher will provide the Evaluator with a schedule of  
4 contacts and activities related to strategies to assist the Manditorily Referred Teacher in meeting goals  
5 that have been mutually agreed to with the Administrator on his/her Individual Performance Plan (IPP  
6 form to be developed when needed).

7 14.6 Model Classroom

8 14.6.1 The Model Classroom program will be established in the Alternative Education for Institutions,  
9 Contract Learning and Community Schools. The PAR Program will reinforce the continuation of the  
10 Model Classroom maintained by the Special Education Services Division. The major goal of the  
11 Model Classroom experience is to provide staff development to meet the needs of students. Model  
12 Classrooms provide instructional staff with the opportunity to enhance instructional skills and abilities  
13 by participating in a classroom experience with follow-up support.

14 14.6.2 The selection criteria for Instructional Coaches will be the same as those for the Consulting Teachers  
15 under Section 5.1.

16 14.6.3 PAR will consist of training programs designed around the needs of new and participating teachers,  
17 integrating the California Standards for the Teaching Profession and the K-12 academic content  
18 standards. Written materials generated in this process may be included in the employee file at the  
19 option of the employee.

20 14.6.4 Instructional Coaches will receive an annual stipend of \$3,000 for service provided from July until  
21 June. Any Instructional Coach hired for service after January 1 will be paid a prorated amount based  
22 on the months of service remaining in the school year.

23 14.7 The Panel will also perform these additional functions:  
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1 14.7.1.1 Review reports prepared by the Consulting Teachers. The Panel will complete this process in  
2 accordance with timelines established by the Agreement in order to permit the timely completion  
3 of the evaluation process.

4 14.7.1.2 The Panel will report to the Superintendent or his/her designee regarding Mandatorily Referred  
5 Participants in PAR. This report will be based on contact reports from the Consulting Teacher. In  
6 making this report, the Panel shall consider any assistance offered to or received by the  
7 participant during the period of participation in the PAR Program.

8 14.7.1.3 Annually determine impact of the PAR program by using standardized interview or a survey  
9 process with specific rubrics and criteria for the PAR participants.

10 14.7.1.4 Submit recommendations for improvement of the PAR program to the Superintendent or his/her  
11 designee and the Association.

12 14.7.1.5 The Panel will adopt and manage the PAR budget for Special Education Services and ACCESS.  
13 They will review both income and expenditures for the PAR Program at regularly scheduled  
14 meetings. Both administrative designees have been charged with making routine and regular  
15 expenditures related to the PAR Program with concurrence from the Panel. Both designees shall  
16 report on expenditures on at least a quarterly basis.

17 14.7.1.6 Recommendations from the Panel for budgetary amendments such as increases in stipends for  
18 Instructional Coaches, Consulting Teachers and Panel Members will be referred to the Interest  
19 Based Problem Solving (IBPS) Team.

20 14.8 The evaluation, assessment, and recommendations of the Panel and the activity logs provided by the  
21 Consulting Teachers and Instructional Coaches shall be advisory only, for the benefit of the participating  
22 teachers and the Department, and shall in no way limit the Department's discretion or authority with regard to  
23 decisions and actions regarding the employment status of any unit member including, but not limited to, the  
24 evaluation, assignment, reassignment, transfer, promotion, demotion, discipline, layoff, or dismissal. The fact  
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1 that the employee is participating in PAR will not limit or delay the Department's authority or discretion to make  
2 any such decision or take any such action. Participation in PAR will not create any right or expectancy of  
3 continued employment by the Department for any period of time.

4 14.9 Teachers, by receiving an unsatisfactory performance evaluation, shall be mandatorily referred to PAR and  
5 shall not be eligible for transfer unless approved by the Superintendent or designee.

6 14.10A Consulting Teacher provides support to a Mandatorily Referred Teacher in improving instructional  
7 performance. This assistance will typically include:

8 14.10.1 Setting and discussing performance goals with the teacher

9 14.10.2 Multiple observations of the teacher during periods of classroom instruction;

10 14.10.3 Meeting and consulting with the Mandatorily Referred Teacher and the teacher's Evaluator twice –  
11 once at the beginning and once at the end of the process

12 14.10.4 Demonstrating good practice to the teacher

13 14.10.5 Using Department resources to assist the teacher

14 14.10.6 Monitoring the progress of the teacher and maintaining a written record

15 14.10.7 Providing an activity log to the Panel for each Mandatorily Referred Teacher

16 14.10.8 The Consulting Teacher will not work with more than two (2) teachers in any school year.

17 14.11 Consulting Teachers will be trained to offer both PAR peer assistance and review and to understand the  
18 specific functions of the PAR program. The Panel will monitor and evaluate the effectiveness of the Consulting  
19 Teacher and will make decisions regarding their continuation in the program. The Panel may remove a  
20 Consulting Teacher from the position at any time because of the specific needs of the PAR Program or  
21 inadequate performance of the Consulting Teacher. Prior to the effective date of such removal, the Panel will  
22 provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of  
23 the Consulting Teacher, will meet with him/her to discuss the reasons.

1 14.12 As soon as practicable after referral to PAR, a Mandatorily Referred Teacher will choose a Consulting  
2 Teacher from the list provided by the Panel. The Consulting Teacher should teach in the same program as a  
3 Mandatorily Referred Teacher.

4 14.12.1 The Evaluator and the Mandatorily Referred Teacher will mutually develop agreed upon Individual  
5 Improvement Plan goals.

6 14.12.2 The Evaluator will convene a meeting attended by the Consulting Teacher, the Evaluator, and the  
7 Mandatorily Referred Teacher for the purpose of discussing the Mandatorily Referred Teacher's  
8 Individual Improvement Plan goals. The Association may attend and represent the Mandatorily  
9 Referred Teacher upon his/her request.

10 14.12.3 The Consulting Teacher and Administrative Evaluator will meet with the Mandatorily Referred Teacher  
11 to hear the Evaluator's recommendations for improvement and suggested Individual Improvement  
12 Plan goals. The Evaluator and Mandatorily Referred Teacher will mutually agree to the final Individual  
13 Improvement Plan goals.

14 14.12.4 Based upon these discussions, the Consulting Teacher will assist the Mandatorily Referred Teacher in  
15 working toward the goals he/she mutually agreed to with his/her Evaluator.

16 14.12.5 The Consulting Teacher will periodically provide the Administrator and Panel a record of contacts and  
17 activities made with the Mandatorily Referred Teacher.

18 14.12.6 The Consulting Teacher will continue to provide assistance to the Mandatorily Referred Teacher until  
19 they conclude that assistance is no longer needed or will not be productive. The Consulting Teacher  
20 and Mandatorily Referred Teacher will mutually decide on schedules and agendas for each meeting.  
21 The Consulting Teacher's activity log will become part of the personnel file.

22 14.13 With respect to each Mandatorily Referred Teacher, the Evaluator should:  
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1 14.13.1 Ensure that performance goals are clearly stated and aligned with pupil learning. Failure of a  
2 participant to cooperate with the Consulting Teacher and Evaluator may be grounds for disciplinary  
3 action.

4 14.13.2 Communicate an expectation of and strong encouragement for a cooperative relationship between  
5 the Consulting Teacher and the Mandatorily Referred Teacher with respect to the "process" of peer  
6 assistance and review.

7 14.14 Compensation shall be provided as follows:

8 14.14.1 Unit members serving on Panel shall receive a \$1,500 annual stipend.

9 14.14.2 Attendance at Panel meetings is mandatory. All meetings will generally take place after the  
10 professional day. A Panel Member who misses more than 25 percent of the scheduled meetings in a  
11 school year will be replaced by his/her respective representative group, following notification by the  
12 Panel.

13 14.14.3 Unit members serving as Consulting Teachers shall be compensated at \$200 per day above their  
14 daily rate of pay for those days spent meeting and working directly with a Mandatorily Referred  
15 Teacher. Time will be reported on a certificated time sheet and must be signed by the Consulting  
16 Teacher's administrator. Days submitted shall not exceed eighteen (18) per school year per  
17 Mandatorily Referred Teacher. Consulting Teachers shall receive two (2) days training that shall be  
18 compensated at \$100 per day above their daily rate of pay.

19 14.14.4 Additional compensation is not provided to Mandatorily Referred Teachers or Self Referred Teachers  
20 for participation in PAR.

21 14.14.5 Days of participation in the PAR Program shall not constitute either management or supervisory  
22 functions.

23 14.15 Functions performed by unit members as part of the PAR program shall not constitute either management or  
24 supervisory functions.  
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1 14.16 Consulting teachers are entitled to defense and indemnification for activities performed as part of the PAR  
2 Program, as set forth in applicable provisions of the California Government Code.

3 14.17 In the event that the Department receives official notification from the State that the Department will not be  
4 receiving Peer Assistance and Review funding, the PAR Program will be suspended, pending review by the  
5 Department and the Association.

1 ARTICLE 15 - ACADEMIC FREEDOM

2 15.1 It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it  
3 academic responsibility which is determined by the basic ideals, goals and institutions of the community.  
4 Discussion and analysis of controversial issues should be conducted within the framework of the  
5 fundamental values of the community as they are expressed in the education philosophy and objectives of  
6 the Department.

7 15.2 The Department recognizes that unit members can and should operate freely within the established  
8 procedures for review of instructional materials and/or methods of instruction. Unit members are encouraged  
9 to review intended plans for instructional materials and methods of instruction relative to controversial issues.  
10 In exercising academic freedom, the unit member will not engage in any activity which adversely affects job  
11 performance.

12 15.3 When complaints are received from citizens relative to instructional materials or methods of instruction, the  
13 complaints are handled as follows:

14 15.3.1 Complaints shall be referred to the site administrator who shall review the complaint in light of the  
15 objection raised.

16 15.3.2 The site administrator shall review the complaint with the unit member in questions and, subsequently,  
17 shall hold a conference with the complainant and the unit member in an attempt to resolve the issue at  
18 that level.

19 15.3.3 If agreement is not reached at this level, the complainant shall be requested to state his/her case in  
20 writing and shall be informed that the statement shall include the name of the unit member, date,  
21 place, and full description of the episode or material in question and in the case of printed material, the  
22 name of the author, title, publisher and objections by page and items, or in the case of other material,  
23 specific information in order to locate the objectionable phrase or aspect and any other specific  
24 information which might be pertinent.  
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1 15.3.4 Should a solution satisfactory to the unit member not be reached by the site administrator, a written  
2 report of the situation shall be sent to the site administrator's manager and the matter shall  
3 automatically be registered at that level of the grievance procedure. The complainant shall not  
4 become a party to the grievance.

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1 ARTICLE 16 - SAFETY

2 16.1 The Superintendent shall, within the limitation of its financial capabilities, provide a safe working environment  
3 for employees. The Superintendent shall comply with the provision of the California State Occupational  
4 Safety and Health Act regulations within the general industry safety orders and, where applicable, construction  
5 safety orders.

6 16.2 It is the employee's responsibility to report in writing to his/her immediate supervisor(s) any unsafe condition  
7 with a copy to the Manager of Safety and Emergency Preparedness.

8 16.2.1 The immediate supervisor(s) shall respond to the employee, in writing, within twenty (20) days of  
9 receiving the employee's written report. The supervisor's(s') written response shall include one of  
10 the following explanations: 1) how and when the unsafe condition(s) has/have been corrected, or  
11 2) how and when the unsafe condition(s) shall be corrected, with a specific deadline listed as to  
12 when the correction(s) shall be completed, or 3) an explanation as to why the Department is  
13 unable or unwilling to address the condition(s) reported by the employee.

14 16.3 No employee shall in any way be discriminated against as a result of reporting any condition believed  
15 unsafe.

16 16.4 A Safety Committee representing all employees, including OCSEA, will monitor reported safety concerns.  
17 OCSEA shall appoint three (3) representative(s) to serve on this Committee. The Committee shall meet a  
18 minimum of four (4) times per school year. The Department shall provide paid time to unit members serving  
19 on the Committee in order for them to attend Committee meetings during their normal work day. OCSEA  
20 committee members shall have the authority to review written safety reports made by unit members to their  
21 supervisors and the written responses provided to unit members by their immediate supervisor(s).

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1 ARTICLE 17 - SITE LIAISON

2 17.1 One or more unit members may be assigned as needed by the Superintendent or designee to fulfill the  
3 function/duties of site liaison. A site is a location, a PAR or an Administrative Unit with one or more  
4 classrooms existing on a property. This definition may include multiple suites/classrooms on a property being  
5 defined as one site. The term of a site liaison shall be limited to no more than two (2) consecutive years of  
6 service, unless, after an application/interview process another viable candidate is not identified at that site.  
7 Such assigned unit members will maintain their classification under this Agreement.

8 17.2 The site liaison performs all the normal functions and duties of a teacher, and in addition, assumes  
9 designated functions and duties of the administrator in his/her absence due to illness, non-work days, or  
10 other events or situations that preclude the administrator from being on campus. The site liaison shall not  
11 assume any supervisory, evaluative and/or disciplinary functions typically performed by the principal/site  
12 administrator in regard to site staff.

13 17.3 Such designated functions/duties are listed in Appendix D.

14 17.4 Compensation for site liaison duties shall be a percentage of the unit member's daily rate of pay.

15 17.4.1 Alternative and Special Education

16 17.4.1.1 Effective January 1, 2000, compensation at a site with less than ten teachers shall be five (5)  
17 percent.

18 17.4.1.2 Effective January 1, 2000, compensation at a site with ten (10) or more teachers shall be seven  
19 and one-half (7.5) percent.

20 17.4.2 Sharing Site Liaison Duties

21 17.4.2.1 Effective July 1, 2006, when the site liaison position is being shared by more than one unit  
22 member, the compensation, see 17.4.1 above, shall be based on the highest daily rate of the  
23 unit members sharing the assignment. This amount shall be divided equally.

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1 17.4.2.2 Duties shall be shared equitably. The shared duties shall not exceed the duties normally  
2 performed by an individual site liaison.

3 17.4.2.3 Division of the assigned duties shall be mutually agreed upon by the unit members with  
4 consultation of the Administrator.

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1 ARTICLE 18 - UNIT MEMBER BENEFITS

2 18.1 The Department shall contribute an amount not to exceed \$1120.58 per eligible unit member per month  
3 toward the cost of the current medical, dental, vision and life insurance plans for unit members and eligible  
4 dependents for the period of October 1, 2008 through September 30, 2009.

5 18.2 Unit members who qualify for STRS, PERS and OCERS and retire may remain in the group plan for medical  
6 insurance provided they assume the cost of all premiums. Retiree participation may be based upon  
7 experience-rated premiums.

8 18.3 Unit members on personal leave may remain in the group plan for medical, dental and vision insurance  
9 provided they assume the full premium cost.

10 18.4 Unit members working 180 or more days per school year and seventy-five (75) percent or more of the  
11 applicable professional day for the unit member's program shall not pay any portion of the insurance  
12 premium. The Department shall pay premiums for part-time staff in accordance with agreed upon formulas  
13 in effect as of ratification of this Agreement. No unit member working an annual contract of less than ninety  
14 (90) days shall be eligible for health and welfare benefits. Health and welfare benefits eligibility may be  
15 affected if a unit member revises contract days during the school year.

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1 ARTICLE 19 - COMPENSATION

2 19.1 Eligible unit members shall receive a one-step movement on the appropriate salary schedule.

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1 ARTICLE 20 - COMPENSATION NARRATIVE – GENERAL

2 20.1 Placement on the Salary Schedule

3 20.1.1 At the time of employment, salary placement shall be determined on the basis of the available  
4 information. Unit members are responsible to see that a complete set of official transcripts for units of  
5 work earned in an accredited institution and credentials are on file in Human Resources no later than  
6 45 days after the date of employment. The final determination regarding placement for the year shall  
7 be based upon the official transcripts and credentials on file.

8 20.2 Advancement on the Salary Schedule

9 20.2.1 Degree and Credential

10 20.2.1.1A bachelor's or advanced degree or credential is determined to have been granted at the time a  
11 unit member was eligible, as certified by the accredited university or college, though the conferring  
12 of the degree or credential did not occur for an additional period of time. Units earned following  
13 eligibility may be counted for advancement on the salary schedule.

14 20.2.2 Units

15 20.2.2.1The unit requirements for each salary column are stated in semester hours of credit. Quarter  
16 hours of credit shall be computed into semester hours by multiplying quarter units by two-thirds.

17 20.2.2.2A unit of work for credit on the salary schedule T/A-1 shall be earned in an accredited institution.  
18 Such units must relate to the current area(s) of assignment, be for the purpose of adding an  
19 additional subject area authorization to a credential, be for the purpose of attaining a new  
20 credential, or be for an advanced degree. Lower division courses may be applied when they have  
21 been approved by the Assistant Superintendent, Human Resources and Support Services or  
22 his/her designee, prior to the enrollment of the unit member.

23 20.2.2.3All work and qualified experience taken for salary credit shall be completed and presented to the  
24 Department for salary credit by October 1 of the year in which it is to become effective.

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1 20.2.2.4 Creditable units to be used for salary purposes which are taken and completed during the school  
2 year and prior to July 1 will be effective July 1. Units taken during the summer and completed  
3 prior to October 1 will be effective September 1.

4 20.2.2.5 No more than six (6) creditable units per semester or summer school or a total of eighteen (18)  
5 units per academic year may apply toward salary. When the units per semester or summer school  
6 exceed six (6), permission must be obtained from the Assistant Superintendent, Human  
7 Resources and Support Services or his/her designee.

8 20.2.2.6 A grade of "C" or better must be earned in all course work submitted for salary advancement.  
9 Courses taken on a pass/fail basis will be accepted with a grade of pass.

10 20.2.2.7 Salary credit for Bachelor's and Master's degrees will be allowed if the degree is earned at an  
11 institution accredited by the Regional Association of Schools and Colleges.

12 20.2.2.8 Credits completed under California Commission on Teacher Credentialing (CCTC) Pre-Intern  
13 Teacher or District Intern Teacher programs are acceptable for salary schedule credit and  
14 advancement. Such credits must be verified by the granting Local Education Agency (LEA).

15 20.2.2.9 Continuing Education Units (CEU's) are applicable for salary schedule credit subject to the  
16 following criteria:

17 20.2.2.9.1 The class must be preapproved by the Assistant Superintendent, Human Resources and  
18 Support Services or his/her designee.

19 20.2.2.9.2 A grade of C or better must be achieved for the course. Pass/fail courses are acceptable  
20 with a pass grade.

21 20.2.2.9.3 Course work must be taken from an accredited institution of higher education or an  
22 organization approved to provide course work for state licensure and submitted on an  
23 official transcript or other acceptable documentation from the organization. Unit members  
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1 who must maintain a state license in order to hold a California credential may use CEU's  
2 required for state licensure for salary schedule credit.

3 20.2.2.9.4 CEU's will be converted to salary schedule credit based on fifteen (15) clock hours = one  
4 semester unit.

5 20.2.3 Experience

6 20.2.3.1A maximum of five (5) years credit shall be granted on a year-for-year basis for military service in  
7 the armed forces of the United States if such military service was an interruption of teaching duty  
8 while employed by the Department provided the unit member returns within one (1) semester after  
9 his/her discharge.

10 20.2.3.2 Unit members reemployed by the Department after a break in service shall be placed on the  
11 schedule at the next highest step than that on which they served their last full year with the  
12 Department if the unit member's prior schedule placement exceeded the new hire limitations  
13 included in Section 20.2.3.

14 20.2.3.3A teacher shall receive five (5) years credit granted on a year-for-year basis for prior full-time  
15 teaching or related ancillary experience including experience outlined in Section 20.2.3.4 requiring  
16 certification qualifications. Full time as used herein, is at least seventy-five (75) percent of a full-  
17 time, full-year assignment.

18 20.2.3.4 Ancillary staff shall receive a maximum of five (5) years credit granted on a year-for-year basis  
19 for prior related experience including teaching experience when such experience directly relates to  
20 the assignment. Notwithstanding the foregoing, Audiologists and Language, Speech and Hearing  
21 Specialists shall receive a maximum of eleven (11) years credit granted on a year-for-year basis  
22 for prior related experience including teaching experience when such experience directly relates to  
23 the assignment. The Assistant Superintendent, Human Resources and Support Services or  
24 his/her designee shall make the determination as to whether such experience qualifies for credit.  
25

1 20.2.3.5 Verification of experience must be submitted within forty-five (45) days of the effective date of the  
2 employment contract.

3 20.2.4 Service

4 20.2.4.1 Unit members initially hired with a contract effective date prior to January 1 move up on the salary  
5 schedule for the following school year. Unit members initially hired with a contract effective date  
6 on or after January 1 will not move up on the salary schedule until completion of one school year  
7 in addition to the service provided between the date of employment and June 30.

8 20.2.4.2 Unit members initially hired with a contract effective date after January 1 may move up on the  
9 salary schedule for the following year provided that Department service including any certificated  
10 substitute service, and any qualifying service requiring certification qualifications from another  
11 school employer for the school year in which the unit member was hired, is at least seventy-five  
12 (75) percent of a full-time, full-year assignment.

13 20.2.5 Daily Rates of Salary Schedule

14 20.2.5.1 Days worked beyond the number of base work days of a given salary schedule will be paid at the  
15 daily rate of said schedule.

16 20.2.5.2 Notwithstanding any other provision of the Agreement, unit members who are employed in ten-  
17 (10) month programs may perform substitute services in another program and be compensated on  
18 the substitute salary schedule during the period between the closing and opening date of the  
19 program calendar of the member's program assignment. Such employment shall not preempt the  
20 rights of any other unit member nor the rights of a laid-off member.

21 20.2.5.3 Part-time unit members shall receive salary based on the salary schedule appropriate for the  
22 assignment. Part-time unit members working less than the full professional day shall have salary  
23 calculated as a percentage of the daily rate.

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20.2.6 Maintenance of Credentials

20.2.6.1 Unit members must maintain the appropriate credentials, permits, and certificates which entitled them to the previous year's salary schedule placement and shall register all current credentials, permits and certificates with the Department's Credentials Section.

20.2.7 STRS Base Year

20.2.7.1 The STRS Base Year classification for unit members is:

- a) Alternative Education: 216 days;
- b) Community Home Education Program: School Calendar;
- c) Deaf and Hard of Hearing Program: School Calendar;
- d) Special Centers and Classes: 185 days (Hired subsequent to 10/1/97); and
- e) Special Centers and Classes: 216 days (Hired prior to 10/1/97).

1 ARTICLE 21 - COMPENSATION NARRATIVE – T/A-1 AND T/A-3

2 21.1 Unit Members Annual Contract Options

3 21.1.1 The annual contract options for teachers and ancillary staff in Special Schools are as follows:

4 21.1.1.1 Deaf and Hard of Hearing Program: School Calendar

5 21.1.1.2 Special Classes/Centers: 185, 216 days

6 21.1.1.2.1 The option of 185 days will normally be taken during the regular session. Alternate  
7 calendar scheduling can be made upon mutual agreement between site administrator and  
8 employee.

9 21.1.1.2.2 Unit members hired prior to January 1, 1999 have the option to work up to 225 days. The  
10 additional days may be assigned in programs outside the Special Classes/Centers.

11 21.1.1.2.3 Unit members hired after January 1, 1999 do not have an option to work beyond 216  
12 days.

13 21.1.2 The annual contract options for teachers and ancillary staff in Alternative Education are:

14 21.1.2.1 Alternative Education: 195, 216, 225 days

15 21.1.2.2 Community Home Education Program: School Calendar

16 21.1.3 In special cases, unit members may be granted a contract other than specified if they establish good  
17 and sufficient reasons as determined by the Department. Applications for such contracts will be made  
18 through the supervisor and submitted to the Assistant Superintendent, Human Resources and Support  
19 Services or his/her designee in writing for final approval. All policy provisions will remain applicable.

20 21.2 Anniversary Increment

21 21.2.1 A unit member on Range IV or Range V is eligible for the anniversary increment at the beginning of  
22 the 16<sup>th</sup>, 18<sup>th</sup>, 20<sup>th</sup> and 23<sup>rd</sup> years of service. Any unit member moving to the anniversary increment  
23 must have completed at least ten (10) years of service for the Department. Notwithstanding the  
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1 foregoing, the ten (10) year service requirement shall be waived for Audiologists and Language,  
2 Speech and Hearing Specialists.

3 21.2.2 Unit members employed on July 1, 2001 with placement at the maximum step on Ranges I and II of  
4 T/A-1 are eligible for a four (4) percent annual stipend if employed with the Department in a teaching  
5 position at the beginning of the 16<sup>th</sup> consecutive year of service.

6 21.3 Extra Service and Extra Curricular Assignments

7 21.3.1 Deaf and Hard of Hearing Program

8 21.3.1.1 Unit members of the Deaf and Hard of Hearing Program shall receive compensation for extra  
9 service curricular assignments as provided teachers of the Irvine Unified School District.

10 21.3.1.2 The activity must have prior written approval by the Department's on-site administrator.

11 21.3.1.3 Compensation figures will be based on the Irvine Unified School District Agreement that is current.

12 21.3.2 Alternative and Special Education

13 21.3.2.1 A unit member who is requested and who agrees to perform instructional duties above and  
14 beyond the regular professional day shall be compensated at an hourly rate. The site  
15 administrator shall place in writing the initial date of such services and, when completed, the final  
16 date of such service. The site administrator may terminate such service without cause at any  
17 time.

18 21.3.2.2 Instructional duties above and beyond the professional day shall be defined as:

- 19 a) providing additional instructional duties for the Department when there is an excess of students  
20 beyond the class or roster size maximums or as provided in Sections 10.1 through 10.6; or  
21 b) providing for possible situations where double sessions are scheduled; or  
22 c) providing specialized and expanded instructional services to additional students; or  
23 d) exceptions to the above as mutually agreed to by the Association and the Department.

24 21.3.2.3 The hourly rate of pay shall be the T/A-1 Range IV, Step 6 daily rate divided by seven (7).  
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21.3.2.4 These provisions shall be voluntary and are not required of the unit member.



1           21.3.3 Hourly Rate

2                   21.3.3.1 The hourly rate for unit members will be established annually after consultation and review  
3                                 with the Association. This rate is applicable to all service performed beyond the professional day  
4                                 on an hourly basis with exception of service paid under provisions of Section 21.3.2.

5           21.4 Supervision of Students

6                   21.4.1 Teachers who supervise additional students, not regularly assigned to that teacher (class list/roster),  
7                                 due to a lack of a substitute teacher, shall be compensated at a rate of \$5.00 per student for each hour  
8                                 or partial hour of supervision.

1 ARTICLE 22. COMPENSATION NARRATIVE T/A-1A

2 22.1 A unit member may be placed on Salary Schedule T/A-1A subject to the criteria included in Sections 22.1.1  
3 and 22.1.2 when such placement would result in a higher salary than the salary provided on Salary  
4 Schedule T/A-1.

5 22.1.1 The unit member must hold a valid California teaching credential, not including an emergency permit,  
6 intern certificate or credential, or waiver.

7 22.1.2 The unit member must possess a baccalaureate or higher degree.

8 22.2 A unit member will continue placement on Salary Schedule T/A-1A until his/her years of experience and  
9 education provide for a higher salary schedule placement on Salary Schedule T/A-1.

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APPENDIX A

**Orange County Department of Education  
Community Based Classroom Mutual Consent to  
Increase Class Size**

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Teacher Name \_\_\_\_\_

School/Work Site(s) \_\_\_\_\_

PAR \_\_\_\_\_

Total Number of Students Currently Assigned to Teacher's Classroom \_\_\_\_\_

Attendance Achieved with Current Number of Students Assigned to Teacher's Classroom \_\_\_\_\_  
*(Average of Ten Most Recent Attendance Days)*

Joint Plan to Achieve A Class Attendance of Nineteen (19):

Proposed Maximum Number of Students to be Assigned to Teacher's Classroom \_\_\_\_\_  
*(Not to Exceed 25)*

Plan Review Date \_\_\_\_\_

Administrative Plan for Rectifying the Situation if More than Nineteen (19) Students Attend the Teacher's Class  
("Up to twenty-one (21) students may be in attendance in any one class period not to exceed ten (10) consecutive  
days.):

Note: A copy of Article 10.1.2.1.2.1. of the Collective Bargaining Agreement between the Orange County Department  
of Education (OCDE) and the Orange County Schools Employees Association (OCSEA) is to be provided to the  
teacher by a site administrator prior to obtaining the teacher's signature on this form.

\_\_\_\_\_  
Teacher Signature/Date

\_\_\_\_\_  
Site Administrator Signature/Date

The above signatures indicate "mutual consent" to assign "an increased number of students not to exceed a total of  
twenty-five (25)" to the above-named teacher's classroom "in order to achieve a class size of nineteen (19) students in  
attendance," as per Article 10.1.2.1.2.1 of the Collective Bargaining Agreement between the OCDE and OCSEA.

Distribution within three (3) business days to:  
Original -Site Administrator  
Copy - Human Resources, OCSEA President, Teacher, Enrollment Technician.

APPENDIX B

(Grievance Forms – Levels 1,2,3,4)

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APPENDIX C

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Salary Schedules (TA1,TA1A,TA3)

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APPENDIX D

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Function/Duties of Site Liaison, Alternative Education  
Function/Duties of Site Liaison, Community Home Education Program  
Function/Duties of Site Liaison, Special Schools



## Site Liaison, Alternative Education

### Function/Duties

The site liaison performs all the normal functions and duties of a teacher, and, in addition, assumes designated functions and duties of the administrator in his/her absence due to illness, non-work days, or other events or situations that preclude the administrator from being on campus. The site liaison shall not assume any supervisory, evaluative and/or disciplinary functions typically performed by the principal/site administrator in regard to site staff.

- Provide assistance and support to site staff, upon teacher request.
- Maintain a safe site; supervise, counsel and discipline students as needed in coordination with site staff.
- Collect and submit Department/PAR reports from site staff, as needed.
- Attend all scheduled site liaison meetings and report back to site staff the discussions and decisions made at all site liaison meetings.
- Coordinate the submission of requests for site supplies, materials and equipment.
- Coordinate facility maintenance and be a liaison with site property management.
- Model instructional leadership by following Department policies, procedures, regulations and employee contract.
- Serve as a liaison between parents, districts, probations staff, social service agencies and the programs, as needed.
- Open and secure the site daily (or arrange for such).
- Provide site coordination for state testing, as required.
- Ensure the audit of student folders upon entry and exit of each student and submit audit-ready folders to the regional office.

## Site Liaison, Community Home Education Program

### Function/Duties

The site liaison performs all the normal functions and duties of a teacher, and, in addition, assumes designated functions and duties of the administrator in his/her absence due to illness, non-work days, or other events or situations that preclude the administrator from being on campus. The site liaison shall not assume any supervisory, evaluative and/or disciplinary functions typically performed by the principal/site administrator in regard to site staff.

- Oversee the arrival and departure of students and families.
- Serve as a liaison between district personnel, parents, visitors and the program, as needed.
- Coordinate paraeducators' work and projects.
- Monitor the equitable distribution of new student enrollments, telephone inquiries, program preview, peer file audits and forwarding of closed files to the attendance secretary/enrollment technician.
- Open and secure the site daily (or arrange for such).
- Coordinate the collection and submission of weekly schedules from site staff.
- Collect and submit Department reports from site staff, as needed.
- Coordinate the submission of requests for site supplies, materials and equipment.
- Coordinate the submission of requests for repairs of equipment, as needed.
- Monitor general site appearance.
- Monitor site expenditures.
- Monitor the equitable distribution of closed student files for peer audits.
- Coordinate building maintenance and be a liaison with site property manager.
- Assist administrator in public relations with parents and community.
- Welcome and orient new staff members assigned to the site.
- Plan and coordinate site meetings, agendas and needed communications.
- Attend all scheduled site liaison meetings and report back to site staff the discussions and decisions made at these meetings.
- Model instructional leadership by following department policies, procedures, regulations and employee contact.

## Site Liaison, Special Schools

### Function/Duties

The site liaison performs all the normal functions and duties of a teacher, and, in addition, assumes designated functions and duties of the administrator in his/her absence due to illness, non-work days, or other events or situations that preclude the administrator from being on campus. The site liaison shall not assume any supervisory, evaluative and/or disciplinary functions typically performed by the principal/site administrator in regard to site staff.

- Serve as a liaison between parents, districts, agencies and the program, as needed.
- Arrange for substitutes when needed.
- Serve as special education teacher or the principal's designee during the IEP team meeting, as needed.
- Open and secure the site daily (or arrange for such).
- Oversee the arrival and departure of students as well as resolve routine transportation problems.

APPENDIX E

ACCESS Special Education Matrix for Caseload Determination

The following matrix will serve as the maximum caseload limits for special education teachers in the ACCESS program. This matrix is the existing schedule which went into effect in April 2003 and will continue through June 2009.

RSP Students	DIS Students	Total		RSP Students	DIS Students	Total
28	0	28		14	20	34
27	1	28		13	21	34
26	3	29		12	23	35
25	4	29		11	24	35
24	6	30		10	26	36
23	7	30		9	27	36
22	9	31		8	29	37
21	10	31		7	30	37
20	11	31		6	31	37
19	13	32		5	33	38
18	14	32		4	34	38
17	16	33		3	36	39
16	17	33		2	37	39
15	19	34		1	39	40
				0	40	40

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