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5 **AGREEMENT**

6 Pursuant to Sections 3540 – 3549  
7 Of the Government Code of the State of California  
8

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  
17  
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20 **July 1, 2010 – June 30, 2012**  
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TABLE OF CONTENTS

NUMERICAL ARTICLES:

1

3 Title Page ..... 1

4 Article 1 – Duration ..... 4

5 Article 2 – Savings Provision ..... 5

6 Article 3 – Definitions ..... 6

7 Article 4 – Negotiations Procedures ..... 8

8 Article 5 – Management Rights and Responsibilities ..... 9

9 Article 6 – Concerted Activities ..... 10

10 Article 7 – Association Rights and Responsibilities ..... 11

11 Article 8 – Leaves ..... 16

12 Article 9 – Transfer/Special Assignment ..... 26

13 Article 10 – Employment Conditions ..... 31

14 Article 11 – Grievance Procedure ..... 38

15 Article 12 – Certificated Personnel Files ..... 44

16 Article 13 – Evaluations ..... 45

17 Article 14 – Peer Assistance and Review ..... 48

18 Article 15 – Academic Freedom ..... 55

19 Article 16 – Safety ..... 57

20 Article 17 – Site Liaison ..... 58

21 Article 18 – Unit Member Benefits ..... 60

22 Article 19 – Compensation ..... 61

23 Article 20 – Compensation Narrative – General ..... 62

24 Article 21 – Compensation Narrative – T/A-1 and T/A-3 ..... 67

25 Article 22 – Compensation Narrative – T/A-1A ..... 70

Appendix A – Grievance Procedure Forms ..... 71

Appendix B – Salary Schedules ..... 77

Appendix C – Site Liaison Function/Duties ..... 78

Appendix D – ACCESS Special Education Caseload Matrix ..... 82

*Pme*

TABLE OF CONTENTS

ALPHA ARTICLES:

1

3 Article 15 – Academic Freedom ..... 55

4 Article 7 – Association Rights and Responsibilities ..... 11

5 Article 12 – Certificated Personnel Files ..... 44

6 Article 19 – Compensation ..... 61

7 Article 20 – Compensation Narrative – General ..... 62

8 Article 21 – Compensation Narrative – T/A-1 and T/A-3 ..... 67

9 Article 22 – Compensation Narrative – T/A-1A ..... 71

10 Article 6 – Concerted Activities ..... 10

11 Article 3 – Definitions ..... 6

12 Article 1 – Duration ..... 4

13 Article 10 – Employment Conditions ..... 31

14 Article 13 – Evaluations ..... 45

15 Article 11 – Grievance Procedure ..... 38

16 Article 8 – Leaves ..... 16

17 Article 5 – Management Rights and Responsibilities ..... 9

18 Article 4 – Negotiations Procedures ..... 8

19 Article 14 – Peer Assistance and Review ..... 48

20 Article 16 – Safety ..... 57

21 Article 2 – Savings Provision ..... 5

22 Article 17 – Site Liaison ..... 58

23 Article 9 – Transfer/Special Assignment ..... 26

24 Article 18 – Unit Member Benefits ..... 60

25 Appendix D – ACCESS Special Education Caseload Matrix ..... 82

Appendix A – Grievance Procedure Forms ..... 71

Appendix B – Salary Schedules ..... 77

Appendix C – Site Liaison Function/Duties ..... 78

1 ARTICLE 1 – DURATION

2 1.1 This is an Agreement made and entered into this 01 day of OCTOBER, 2010, between the  
3 Superintendent and the Association.

4 1.2 This Agreement shall be effective July 1, 2010, and remain in full force and effect up to and including June 30,  
5 2012.

6 1.3 It is agreed by both the Superintendent and the Association that those issues regarding Unit Member Benefits,  
7 as expressed in Article 18 - Unit Member Benefits, shall be reopened for negotiations for 2011-2012.

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 2011-2012.

10 1.5 It is agreed that the Superintendent and the Association may each request to negotiate one (1) Article  
11 contained in the Agreement for 2011-2012, unless mutually agreed to do otherwise.

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14 Richard M Berman 10/1/10  
15 Richard Berman, President  
Orange County Schools Educators Association

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William M. Habermehl  
William M. Habermehl, Superintendent  
Orange County Department of Education

1 ARTICLE 2 - SAVINGS PROVISION

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

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

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

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

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

14 3.5 Unit Member

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

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

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

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

25 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.



1 3.5.6 "Breaks" as defined in this Agreement mean time periods during which unit members are in a duty  
2 status, but are not performing primary duties. Unit members are not authorized to leave the work site  
3 during breaks without the prior authorization of an administrator.  
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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 (5)  
6 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 Superintendent'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  
12 Superintendent retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit  
members.

14 5.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Superintendent, and  
15 the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and  
16 discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement,  
17 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

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

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

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1 ARTICLE 7 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

7 7.2 The Association representatives shall have the right to use any equipment when permission and coordination  
8 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.



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 include  
10 objections to joining or financially supporting employee organizations shall not be required to join  
11 or financially support the Association; however, the employee shall pay, in lieu of a fair share  
12 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.

1           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  
24          actions or proceedings referred to in Section 7.7 shall or shall not be compromised,  
25          resisted, defended, tried or appealed.

1 7.8.4.6 The Department shall not make fair share service fee or dues deductions from unit members who  
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3 are in an unpaid status.  
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1 ARTICLE 8 - LEAVES

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.

23 8.1.7 If a unit member has been given written warning regarding questionable use of his/her Sick Leave and  
24 if that unit member has been given identified time to respond to the warning, that unit member may be  
25 asked to provide a doctor's verification for future use of Sick Leave.

1 8.1.8 The use of any Sick Leave beyond the annual accumulation will require a physician's written  
statement that the unit member is unable to perform his/her job duties.

3 8.1.9 Catastrophic Leave is available to unit members under provisions contained in the Department  
4 Procedures Manual.

5 8.2 Personal Necessity Leave

6 8.2.1 A maximum of seven (7) days of accumulated Sick Leave may be used in any school year for personal  
7 necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and  
8 that the unit member cannot reasonably be expected to disregard, and that necessitate immediate  
9 attention, and cannot be taken care of after work hours or on weekends.

10 8.2.2 A unit member shall submit a completed Personal Necessity Leave request form to the school  
11 principal or immediate supervisor normally within three (3) working days prior to the leave. The  
12 supervisor will verify the request and will make the appropriate recommendation based on the criteria  
13 in Section 8.2.1 on the leave form before forwarding it to the Central Office. One copy of the request  
14 form with the supervisor's recommendation and comments will be returned to the unit member.

15 8.2.3 Advanced approval shall not be required for leave taken for any of the following reasons:

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

20 8.2.4 Personal Necessity Leave shall not be allowed for the following reasons:

- 21 a) political activities or demonstrations;
- 22 b) vacation, recreation or social activities;
- 23 c) unit member Association activities;
- 24 d) routine personal activities; or

1 e) activities involved in investigating other employment (with the exclusion of the interview if a  
time after working hours cannot be arranged).

3 8.3 Personal Business Leave

4 8.3.1 Leave for seven (7) days each year shall be granted for the conduct of personal business when prior  
5 arrangements have been made with the immediate supervisor. This leave is not to be cumulative and  
6 shall be deducted from Personal Necessity Leave. Such leave is taken at the discretion of the unit  
7 member.

8 8.3.2 Leave usage shall be monitored by the parties. Average Sick Leave/Sick Differential Leave usage per  
9 unit member from July 1, 2007 through June 30, 2008 will be established as a base. Usage data shall  
10 be reviewed by both parties as often as possible, but no less than quarterly. If the average usage per  
11 unit member increases by more than 1.5 days in a calendar year beginning with the 2009 calendar  
12 year, the number of days in Section 8.3.1 will revert to two (2) days, effective July 1 of the following  
13 year and Section 8.3.2 shall be null and void. If this section becomes null and void, unit members will  
14 be notified in writing at least one month prior to any reduction in the number of available days.

15 8.4 Industrial Accident and Illness Leave (Workers' Compensation)

16 8.4.1 Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course  
17 and scope of a unit member's assigned duties.

18 8.4.2 A unit member who has sustained a job-related injury shall report the injury within one (1) working day  
19 of occurrence, whenever possible. The injury will be reported on the appropriate Department form to  
20 the immediate supervisor. In order to qualify for Industrial Accident or Illness Leave coverage, a unit  
21 member claiming such leave may be examined by a physician from the Department's approved  
22 medical panel.

23 8.4.3 Allowable leave shall be for not more than sixty (60) days during which the unit member would  
24 otherwise have been performing work for the Department in any one fiscal year for the same illness or  
25 accident. When the leave overlaps into the next fiscal year, the unit member shall be entitled to only

1 the amount of unused leave for the same illness or injury. The leave shall commence on the first day  
of absence and shall not be accumulated from year to year.

3 8.4.4 Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence,  
4 regardless of a temporary disability indemnity award.

5 8.4.5 Any unit member receiving benefits as a result of this section shall, during the periods of injury or  
6 illness, remain within the state of California unless the Superintendent has authorized travel outside  
7 the state.

8 8.4.6 The Department shall issue the unit member appropriate salary warrants for payment of the unit  
9 member's salary and shall deduct normal retirement and other authorized contributions. Upon  
10 conclusion of this industrial paid leave, a unit member may utilize any available Sick Leave benefits  
11 providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall  
12 not exceed 100 percent of the unit member's normal compensation.

8.4.7 Return to Work

14 8.4.7.1 A unit member shall be permitted to return to service after an industrial accident or illness only  
15 upon the presentation of a release from the unit member's treating physician certifying the unit  
16 member's ability to return to his/her position classification without restrictions or detriment to the  
17 unit member's physical and emotional well-being. A unit member may be requested to be  
18 examined by a physician designated by the Department prior to being permitted to return to  
19 service. In the event that there is a disagreement by the physicians over whether the unit member  
20 is able to return to work, the Department retains the final decision as to the unit member's status.

21 8.4.7.2 A unit member may be returned to modified duty provided a position is available within the unit  
22 member's limitations and return to work would not be detrimental to the unit member's physical  
23 and emotional well-being.

24 8.4.8 A unit member who is eligible for reemployment and has been medically released for return to his/her  
25 duties, but fails to accept an appropriate assignment, shall be terminated.

1 8.4.9 When all available leaves of absence have been exhausted and the unit member is not medically able  
2 to assume the duties of his/her position, he/she may elect to continue on a Personal Leave for a  
3 period of up to one year. Continuation of any Personal Leave under this provision in excess of one  
4 year shall be at the discretion of the Superintendent. The unit member shall be eligible for  
5 reemployment upon submission of a physician's statement that he/she is able to resume his/her  
6 duties.

7 8.4.10 A unit member shall notify the Department when engaging in or accepting other employment while in  
8 any status authorized in provisions of Section 8.4.

9 **8.5 Pregnancy Leave**

10 8.5.1 Absence caused by disability due to pregnancy, childbirth or recovery from pregnancy or childbirth  
11 shall be charged to Sick and Extended Illness Leave.

12 8.5.2 Two (2) statements from the unit member's physician will be required:

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

15 8.5.3 The Superintendent may, upon request, grant personal leave without pay.

16 **8.6 Leave to Care for a Family Member**

17 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  
18 to an illness of a child, parent, or spouse of the employee. A child includes biological, foster, or  
19 adopted children, stepchildren, legal wards, or the child of a "person standing in loco parentis." A  
20 parent includes a biological, foster or adoptive parent, a stepparent, or a legal guardian.

21 8.6.2 A unit member shall submit a completed Absence Request form to the immediate supervisor normally  
22 within three (3) working days prior to the leave. The supervisor will forward the request to the  
23 Assistant Superintendent, Human Resources and Support Services or his/her designee.

24 8.6.3 Provisions of this section shall remain in effect as long as Section 233 of the California Labor Code is  
25 applicable to school employers.

1       8.7 Bereavement Leave

3           8.7.1    The purpose of Bereavement Leave utilization shall be for the death of a unit member's immediate  
4                family or the immediate family of the unit member's spouse or registered domestic partner as provided  
5                in Section 8.7.3 and 8.7.4.

6           8.7.2    Unit members exercising this leave of absence provision shall notify their immediate supervisor as  
7                soon as possible and state the expected duration of their absence.

8           8.7.3    A unit member shall be granted up to five (5) days for bereavement purposes for the death of a  
9                spouse, registered domestic partner, mother, father, brother, brother-in-law, sister, sister-in-law, son,  
10              son-in-law, daughter, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, or any person  
11              living in the immediate household.

12          8.7.4    A unit member shall be granted up to three (3) days for bereavement purposes for the death of a  
13              grandmother, grandfather, grandchild, legal guardian, niece, nephew, aunt or uncle.

14          8.7.5    If travel in excess of 300 miles one way or out of state is required, two (2) additional days shall be  
15              allowed. Additional days of absence beyond those described herein may be provided under the terms  
16              of the Personal Necessity Leave provisions of this section.

17          8.7.6    All days of absence used under the provisions of Bereavement Leave shall result in no loss of  
18              compensation or Sick Leave to the unit member.

19          8.7.7    Immediately upon return to active service, unit members shall complete the appropriate absence form  
20              and submit it to their immediate supervisor.

21          8.7.8    Unit members shall provide, upon Department request, additional verification of the use of these leave  
22              provisions.

23       8.8 Visitation Leave

24           8.8.1    A one (1) day leave of absence for the purpose of studying or visiting other school programs or  
25              institutions will be provided each unit member, based on prior arrangements with the immediate  
26              supervisor.

1 8.8.2 Request for visitation will be made in writing to the immediate supervisor, citing the date, location and  
purpose of the visit.

3 8.8.3 If requested, a summary presentation will be made to the school staff upon completion of the visitation.

4 8.8.4 An additional visitation day may be granted at the discretion of the supervisor.

5 8.9 Annual Leave (Calendar Days Not Contracted)

6 8.9.1 When applicable to the unit member, Annual Leave (calendar days not contracted) are to be planned  
7 for as far in advance as possible and are to be taken with the concurrence of the supervisor.

8 8.9.2 After a leave request has been approved, the leave may not be canceled without the concurrence of  
9 both the supervisor and the unit member.

10 8.9.3 As a general rule, unit members should plan Annual Leave with supervisors so that such leave will not  
11 be disruptive to professional responsibilities. Nothing in this policy is to be construed as to limit the  
12 number of times a unit member may take Annual Leave during each contract year.

14 8.9.4 If, while on Annual Leave, a unit member becomes ill or injured, he/she may request to transfer to Sick  
Leave status. A physician's verification may be required.

15 8.9.5 Non-contract days that occur between the beginning and ending dates on the employment contract  
16 shall be termed "Annual Leave."

17 8.10 Travel/Study Leave

18 8.10.1 Travel/Study Leave may be granted by the Superintendent or designee to unit members upon written  
19 request, proposing the manner in which the leave will improve the teaching skills or knowledge of the  
20 unit member. Such leave requests will demonstrate the benefit to the Department's educational  
21 program.

22 8.10.2 Travel/Study Leave may be taken in separate, six (6) month periods or in any other periods  
23 designated by the Superintendent for a maximum cumulative leave of one year provided that the total  
leave shall be commenced and completed within a three (3) year period.

1 8.10.3 To be eligible for a Travel/Study Leave, the unit member must have seven (7) consecutive years of  
2 full-time paid service in the Department and must agree to render at least two (2) years of service in  
3 the employ of the Superintendent upon expiration of the leave.

4 8.10.4 Travel/Study Leave will only be granted for the purpose of full-time graduate study, research or travel  
5 attendant to said study and/or research. Such study, research and travel must be related to the unit  
6 member's work assignment.

7 8.10.5 Requests for Travel/Study Leave must be submitted to the Superintendent not later than six (6)  
8 months prior to the proposed beginning of the leave. All requests for Travel/Study Leave shall be  
9 submitted in writing and shall include a full statement of the purpose and plans for such leave.

10 8.10.6 A unit member on Travel/Study Leave shall receive the difference between the salary of the unit  
11 member on leave and the salary of a substitute unit member in the position previously held by the unit  
12 member on leave. If a substitute is not utilized, the unit member on leave shall receive one-half of the  
13 unit member's regular rate of pay, or the difference between the unit member's regular rate of pay and  
14 the substitute's entry salary, whichever is greater. Compensation to a unit member of Travel/Study  
15 Leave shall be paid in two (2) equal, annual installments during the first two (2) years of service  
16 rendered in the employ of the Superintendent following completion of the leave. However, if the unit  
17 member furnishes a suitable bond indemnifying the Superintendent against loss in the event that the  
18 unit member fails to render at least two (2) years of service following the completion of the  
19 Travel/Study Leave, the compensation approved by the Superintendent will be paid the unit member  
20 on leave in the same manner as if the unit member were in working status.

21 8.10.7 All requests for Travel/Study Leave shall be presented to the Superintendent in accordance with  
22 policy.

23 8.10.8 Should the program of study, research, or travel approved for a unit member on Travel/Study Leave  
24 be interrupted by accident or illness (established by evidence satisfactory to the Superintendent), this  
25



1 fact will not constitute breach of conditions of such leave (or prejudice the unit member against  
2 receiving all rights and benefits provided for under the terms of the leave).

3 8.10.9 A Travel/Study Leave may be canceled at any time and converted to a resignation or other type of  
4 leave (except illness), if approved by the Department, providing a bond has been posted by the unit  
5 member.

6 8.10.10 A Travel/Study Leave may be canceled forty-five (45) days prior to the effective date of the leave, and  
7 the unit member shall return to work.

8 8.10.11 With prior agreement, materials developed by a unit member while on Travel/Study Leave are the  
9 property of the Department.

10 8.11 Judicial Leave

11 8.11.1 Judicial and official appearance leave may be granted for the purpose of regularly called jury duty,  
12 appearance as a witness in court other than as a litigant, or to respond to an official order from another  
13 governmental jurisdiction for reasons not brought about through the connivance or misconduct of the  
14 employee.

15 8.11.2 The employee seeking an official Judicial Leave shall notify the immediate supervisor of a potential  
16 jury duty absence, accompanied by a copy of the order for jury duty. An Absence Request/Report  
17 form shall be submitted prior to the beginning of the date of the leave. The dates of actual service  
18 may be added upon completion of jury duty as the actual duration will not be determined until  
19 completion of the jury duty service.

20 8.11.3 An employee may be granted Judicial Leave not to exceed the duration of the requirement of the  
21 official order for participation and appearance.

22 8.11.4 Upon return to active service, the employee shall complete the Absence Request/Report form and  
23 submit it to the immediate supervisor.

24 8.11.5 An employee on Judicial Leave shall receive full pay from the Department. The employee shall submit  
25 to the Department any payment received as a daily rate stipend for jury duty service. The employee

1           may retain the amount provided for mileage and parking compensation that is indicated on the stub of  
the check or warrant.

3           8.11.6 The employee, upon receiving a check or warrant for jury duty service, shall submit to Payroll the stub  
4           of the jury duty check or warrant, along with a personal check made out to the *Orange County*  
5           *Department of Education* for the amount of the daily rate stipend only.

6           8.11.7 The employee shall provide, upon Department request, additional verification of the use of the Leave  
7           provision.

8           8.12 Carry Forward Non-Work Days

9           8.12.1 A unit member may carry forward (roll) up to five (5) unused non-work days into the next school year.  
10           No more than five (5) days may be carried forward.

11           8.12.2 The unit member must work at least 180 days in the school year.

12           8.12.3 The days carried forward cannot accumulate; i.e., no more than five (5) extra days will be allowed in  
any year.

14           8.13 Other Leaves

15           8.13.1 Unit members shall be entitled to request leaves of absence without pay for travel, personal tragedy,  
16           education, medical purposes, adoption, or exceptional personal need. Such leave requests must be  
17           approved by the Superintendent.