

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

7 9.2.2 Assignment – Any position occupied by a unit member.

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

9 9.2.4 Transfer – A change in assignment from one administrative unit to another, or an involuntary  
10 reassignment as described in 9.4.5. Reconfiguration of the administrative units will not be considered  
11 a transfer.

12 9.2.4.1 Voluntary Transfer – A transfer that has been requested and/or accepted by the unit member.

13 9.2.4.2 Involuntary Transfer – A transfer that has been directed by the Department in writing. A unit  
14 member will not be involuntarily transferred in two (2) consecutive years.

15 9.2.4.3 Superintendent's Transfer – A transfer that has been initiated by the Superintendent or the  
16 Assistant Superintendent, Human Resources and Support Services.

17 9.3 For purposes of this Article, each administrative unit of the Department shall be considered a single school  
18 entity, and members of the same classification may be assigned and reassigned within the unit by the  
19 administrator. All bargaining unit members must identify their interest for both reassignment and transfer by  
20 submitting to Human Resources the Reassignment/Lateral Transfer form in writing. New positions will be  
21 posted by Human Resources for three (3) working days prior to interviews being scheduled. Unit members  
22 must submit Reassignment/Transfer form not previously submitted on or before the end of business on the  
23 third day. Vacancies will be filled from Reassignment/Transfer forms on file in Human Resources. Vacancies  
24 not filled from the list will be posted by Human Resources for a minimum of three (3) working days. Human  
25 Resources will send a reminder notice to all bargaining unit members by June 15, September 15, December

1 15, and March 15 to submit the Reassignment/Lateral Transfer form. Notices and forms shall be sent  
2 electronically. A unit member will be given written notice of reassignment/transfer transition period in  
3 accordance with Section 9.8 of this Article. The Department will notify the Association of all new positions and  
4 vacancies filled within thirty (30) calendar days of a transfer/reassignment that has been made.  
5 Reassignment/Lateral transfer forms submitted to Human Resources will become null and void on June 30.

6 **9.4 Transfer Criteria**

7 9.4.1 All new positions not filled by reassignment shall be advertised by Human Resources throughout the  
8 Department as a transfer.

9 9.4.2 Vacant positions may be filled by transfer requests on file in Human Resources.

10 9.4.3 Unit members shall have first consideration to fill a vacant or new position.

11 9.4.4 Unit members shall be considered for transfer based on the following criteria:

- 12
- Credential(s) to perform the required services
  - Approval of the receiving administrator
  - 14 • Special experience for a particular assignment
  - 15 • Training for a particular assignment
  - 16 • The needs of the program
  - 17 • The efficient operation of the Department
  - 18 • The length and quality of unit member service to the Department, including all information  
19 contained in formal evaluations

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

22 9.4.5 Any classroom reassignment which moves the unit member greater than fifteen (15) miles distance  
23 from the unit member's current assignment shall be considered a transfer unless their reassignment is  
24 voluntary.

1 9.4.6 For purposes of this Article, ancillary staff (see section 3.5.1 - all classifications except "Teacher",  
2 "Resource Specialist", "Adapted Physical Education Specialist", and "Vision Specialist" are ancillary)  
3 are hired for the program they serve. A program is defined as Special Schools or Alternative  
4 Education. Reassignments within the program are not considered a transfer. Geographic  
5 considerations will be given when determining assignments of ancillary staff in order to optimize  
6 service to students.

7 9.5 Superintendent or Assistant Superintendent, Human Resources and Support Services Transfer for special  
8 circumstances – In the event that a situation arises which requires an immediate response and is not  
9 otherwise covered in this Article, the Superintendent or Assistant Superintendent, Human Resources and  
10 Support Services or his/her designee may transfer a unit member or reassign a unit member to ensure the  
11 welfare of the employee(s) or the student(s). Such transfers shall not be for disciplinary reasons nor be  
12 arbitrary or capricious and shall not be held to the two-year transfer language limitations identified in 9.2.4.2.  
Before the transfer takes place, the Association must be made aware in writing.

14 9.6 As a general practice within the Department, any assignment, reassignment, or transfer shall be accomplished  
15 at a professional level, with as much mutual agreement between the member and the site administrator as is  
16 possible under the circumstances. Consideration shall be given to preparation time and moving assistance as  
17 provided in 9.8.

18 9.7 A unit member shall be eligible for transfer after the unit member has submitted a timely request for transfer to  
19 Human Resources indicating the position desired. The unit member shall be contacted and given an  
20 opportunity to interview, if not previously interviewed by the principal or designee during the school year.  
21 Reassignment/Lateral Transfer forms submitted to Human Resources will become null and void on June 30.

22 9.8 A unit member who has been transferred, or who must relocate to another classroom, shall be given from one  
23 (1) to five (5) working days (as needed) as a transition period at the new assignment during which time he/she  
24 shall not be assigned students.

25  


1 9.9 Unit members who have been previously transferred from an administrative unit to alleviate staffing needs  
2 shall have priority right to transfer to a vacant or new position in that same administrative unit. In such  
3 instances, the position need not be opened and interviews need not be completed.

4 9.10 Depending upon the nature of the involuntary transfer, the member and the Association shall be notified in  
5 writing, and when possible, not less than two weeks in advance of the move, to ensure an orderly transfer and  
6 transition from one position to another.

7 9.11 In the absence of any specific Agreement provision which would apply, members who find that they are  
8 without an assigned position within the administrative unit due to some event including but not limited to  
9 closing and opening sites, and due to no act of their own, shall be given priority right of seniority of all those  
10 members similarly affected. This priority right shall be first exercised within the administrative unit and then, if  
11 applicable, within the program. Unit members shall not be transferred from an administrative unit while there  
12 are members with less seniority within the administrative unit. In such cases the least senior member(s) within  
the administrative unit will be transferred subject to the following:

14 9.11.1 The administrator will meet with a representative from the Association and Human Resources when  
15 unit members must be transferred.

16 9.11.2 All unit members in the administrative unit will be informed of their transfer rights and the number of  
17 unit members who must be transferred. Unit members will be informed of vacant and new positions  
18 available within the Department.

19 9.11.3 Voluntary transfers will be solicited from within the administrative unit. Unit members who voluntarily  
20 transfer will have transfer rights as provided in 9.9.

21 9.12 Other than their personal effects and contents of their desk, unit members shall not be required to transport or  
22 move the contents of their rooms to a new site or room. With prior arrangement, members who help move  
23 their rooms after school hours and on weekends shall be compensated at their hourly rate.

24 9.13 Staff Rotation - A unit member may initiate an exchange of assignment for part or all of the contract year in  
25 other Department schools where he/she is certified to serve. A change in assignment may be made when

1 there is agreement among the involved supervisor(s) and the unit member(s). If, at the conclusion of the  
exchange period, all parties agree, the exchange of assignment shall become permanent.

3 9.14 A member shall not be required to forfeit any provision of this Article as a condition for transfer or  
4 reassignment.

5 9.15 In cases of a reduction in force, provisions of the California Education Code shall apply.

6 9.16 Unit Member on Special Assignment

7 9.16.1 A unit member may be placed on special assignment as provided in this section. The special  
8 assignment shall be voluntary and may be terminated by the Department without cause or terminated  
9 by the unit member without prejudice.

10 9.16.2 The special assignment shall not be supervisory in nature as related to the collective bargaining law  
11 (Government Code 3540.1 (m)).

12 9.16.3 Unless otherwise specified in this section, all Agreement provisions shall apply, with the unit member  
retaining all seniority rights as to classification. Upon conclusion of the special assignment, the  
14 administrator and the unit member will meet to determine a mutually agreed upon assignment within  
15 the administrative unit. If mutual agreement is not reached, the provisions of Article 9 - Transfers will  
16 apply.

17 9.16.4 Special assignments designated for service at a site, within an administrative unit, within a program, or  
18 generally within the Department, respectively, shall be announced and filled at that respective level.  
19 No special assignment shall exceed twenty-four (24) consecutive months.

20 9.16.5 The unit member on special assignment shall continue to receive regular salary during the inclusive  
21 dates of the special assignment and will continue to work the seven-hour professional day.

22 9.17 The provisions of this Article shall be applied by the Department in a manner that is not arbitrary, capricious  
23 or discriminatory.

1 ARTICLE 10 - EMPLOYMENT CONDITIONS

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.

14 10.1.1.2 Adjunct duties, which shall be included as criteria for evaluation, shall be performed according to the unit member's personal schedule and are expected to be completed at the professional level. 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 and adjunct duties refer to responsibilities typical of certificated unit members, including: 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 School are required to perform certain instructionally-related duties which occur outside the regular work day. These duties will be determined by the unit members and the administrators at the planning sessions at the beginning of the school year.

23 10.1.2 Class/Roster Size

25 10.1.2.1 Seat Time Instruction

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 attendance standard shall be eighteen (18) students per teacher per  
4 instructional period. Up to twenty (20) students may be assigned to a classroom to  
5 achieve a class of eighteen (18) students attending. Up to twenty (20) students may  
6 be in attendance in any one class period not to exceed ten (10) consecutive days.

7 10.1.2.1.1.2 When class settings take place within a probation living unit, the class size standard in  
8 Section 10.1.2.1.1 shall be in accordance with Title XXIV of the California Code of  
9 Regulations.

10 10.1.2.1.2 Community-Based Classrooms

11 10.1.2.1.2.1 The class attendance standard shall be nineteen (19) students per teacher per  
12 instructional period. Up to twenty-five (25) students may be assigned to a classroom  
13 to achieve a class of nineteen (19) students attending. Up to twenty-one (21) students  
14 may be in attendance in any one class period not to exceed ten (10) consecutive  
15 days.

16 10.1.2.2 Contract Learning Instruction Assignments (Excluding Orange County Community Home  
17 Education Program and Pacific Coast High School.)

18 10.1.2.2.1 The standard attendance capture for Contract Learning Assignments shall be equivalent  
19 to thirty-three (33) students. A roster size shall not exceed forty-three (43) students in  
20 order to achieve the attendance capture of 33.

21 10.1.2.2.2 The standard roster size shall not exceed thirty (30) students assigned to each teacher in  
22 the teen parenting program.

23 10.1.2.2.3 Assigned students are to be deleted from rosters within one attendance cycle when the  
24 teacher has knowledge that a student is to be dropped or placed on an administrative hold  
25 in accordance with Department policy.

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1 10.1.2.2.4 Depending upon the school calendars of districts served, up to four (4) additional students  
2 may be assigned to a teacher during the last three (3) weeks of the fall or spring  
3 semesters to replace students who are graduating or returning to the district schools.

4 10.1.2.3 Orange County Community Home Education Program and Pacific Coast High School.

5 10.1.2.3.1 The standard roster size for the Orange County Community Home Education Program  
6 and Pacific Coast High School shall not exceed thirty-six (36) students assigned to each  
7 teacher. This roster size provision may be modified with Association and Department  
8 approval.

9 10.1.2.4 Combined Seat Time and Contract Learning Assignments

10 10.1.2.4.1 When both assignments are less than full time, the combined number of students  
11 assigned to each teacher shall not exceed a standard of thirty-two (32) students. This  
12 roster size provision may be modified with Association and Department approval.

13 10.1.3 Working Conditions

14 10.1.3.1 Teachers will not be held responsible for the lack of students assigned to the teacher's roster.

15 10.1.3.2 The parties agree to pursue a goal of ensuring all classrooms provide the regulatory and/or  
16 statutory required space, safety standards and necessary instructional equipment.

17 10.1.3.3 Up to three (3) days each year will be set aside for teacher inservice sessions. These days  
18 will be regular work days, and all teachers will be required to attend. The responsibilities for  
19 organizing the inservice will be the Department's in cooperation with the Association.

20 10.1.4 Unit members may, upon one (1) week's notice, be requested to participate in a reasonable amount of  
21 inservice training.

22 10.1.5 ACCESS Special Education Caseloads

23 10.1.5.1 The maximum caseload limits for special education teachers in the ACCESS program will be  
24 guided by the ACCESS Special Education Matrix for Caseload Determination (Appendix D) and  
25



1 may be reduced based upon specific programs implemented or additional responsibilities placed  
upon an individual special education teacher.

3 10.1.6 A joint committee composed of representatives from OCDE and OCSEA will meet semi-annually to  
4 review the above referenced caseloads. The Assistant Superintendent, Human Resources and  
5 Support Services will develop the appropriate meeting timeframe and the Association will appoint  
6 three (3) members to serve on this committee.

7 10.2 Ancillary Staff

8 10.2.1 Primary duties, adjunct duties, and conditions of employment shall comply with existing law and shall  
9 be consistent with needs of the program to which the unit member is assigned.

10 10.2.2 Unit members may, upon one (1) week's notice, be requested to participate in a reasonable amount of  
11 additional inservice training.

12 10.3 Special Schools, Programs and Services

13 10.3.1 Hours

14 10.3.1.1 The maximum time requirement for instructional minutes shall not exceed 330 minutes each  
15 working day or be consistent with the on-site program, unless an increase is necessary to  
16 comply with State and Federal statutes, regulations, and/or directives.

17 10.3.1.2 Adjunct duties, which shall be included as criteria for evaluation, shall be performed according  
18 to the unit member's personal schedule and are expected to be completed at a professional  
19 level. Some adjunct duties will require on-the-job performance by the unit member.

20 10.3.1.3 Primary duties shall be defined as those involving direct unit member-student interaction.  
21 Primary and adjunct duties refer to responsibilities typical of certificated unit members,  
22 including preparation, coordination, training, grading, and conference (student, parent or staff).

23 10.3.2 Class Size

24 10.3.2.1 Class size shall not exceed State maximums.

1           10.3.3 Working Conditions

2           10.3.3.1 Teachers will not be held responsible for the lack of students assigned to the teacher's roster.

3           10.3.3.2 The parties agree to pursue a goal of ensuring all classrooms provide the regulatory and/or  
4           statutory required space, safety standards and necessary instructional equipment.

5           10.3.3.3 Up to three (3) days each year will be set aside for teacher inservice sessions. These days  
6           will be regular work days, and all teachers will be required to attend. The responsibilities for  
7           organizing the inservice will be the Department's in cooperation with the Association.

8           10.3.4 Unit members may, upon one (1) week's notice, be requested to attend a reasonable amount of  
9           inservice training.

10          10.4 General Provisions

11          10.4.1 A teacher may use such reasonable force as is necessary to protect him/herself from attack, to protect  
12          another person, to prevent damage to property, to quell a disturbance threatening physical injury to  
13          others, or to obtain possession of weapons or other dangerous objects. The amount of force  
14          permitted within the concept of "reasonable force" will vary greatly dependent upon the circumstances.  
15          Greater force would be permitted, for example, to protect a school unit member or pupil from imminent  
16          and serious bodily harm than would be justified to protect property. Use of "reasonable force" is only  
17          to be considered appropriate as a means of prevention of injury to persons or damage to property.

18          10.4.2 The Department shall pay the cost of replacing or repairing property of a unit member when such  
19          property is necessarily worn or carried by the unit member and is damaged without fault of the unit  
20          member, while in the line of duty. Such property would include eyeglasses, hearing aids, dentures,  
21          watches, and certain articles of clothing. If the property is damaged beyond repair, or stolen, the  
22          actual cash value of such property shall be determined as of the time of the damage. The Department  
23          shall pay only the amount not covered by the unit member's personal insurance. Payment to a unit  
24          member under this section shall not exceed \$1,000.00 in any fiscal year. Unit member must provide

1 proof of value of an item of property satisfactory to the Department prior to exercising provisions of this  
2 section.

3 10.4.3 Unit members shall not bring personal property, other than necessary clothing and jewelry, on campus  
4 unless prior written approval has been obtained from the site supervisor. Unit member shall report any  
5 loss to his/her supervisor immediately.

6 10.4.4 The Department is joint tenant in a number of school districts where campus facilities are shared with  
7 the host district. Notwithstanding any provision of Article 10 - Employment Conditions, primary duty  
8 time for unit members assigned to such programs may conform to the host districts standard.

9 10.4.5 Minimum day schedules may be implemented at the discretion of the site administrator. If, in  
10 implementing the minimum day schedule in Special Schools, Programs and Services, the maximum  
11 time requirement for primary duties exceeds the contractual limit, a majority of the unit members at the  
12 site must agree to the exception.

13 10.4.6 The professional day for all unit members shall consist of seven (7) hours inclusive of a fifteen- (15)  
14 minute on-campus break and a thirty- (30) minute duty-free lunch. The professional day will  
15 commence at the unit member's scheduled arrival time. Any modification to the scheduled arrival time  
16 must be mutually agreed to in advance by the site administrator and the unit member. Break time and  
17 the lunch period shall not be taken at the beginning or end of the professional day. During the duty-  
18 free lunch period, the staff member may leave the site. If the lunch period at a site exceeds thirty (30)  
19 minutes, the on-site work day shall be extended proportionally. It is understood that an individual unit  
20 member may request that the lunch period be extended on a particular day. Such extension must  
21 have the prior approval of the site administrator or designee. The professional day shall include both  
22 primary duty time and adjunct duties. Adjunct duties may be performed outside the professional day.  
23 No hours may be accumulated for purposes of shortening the professional day. The seven (7) hour  
24 professional day does not extend the primary duty time provisions of the Agreement. The professional  
25 day may be modified with Association and Department approval.

1 10.4.7 When student instruction precludes the unit member from taking a duty-free lunch and/or a break  
2 during the school day, forty-five (45) minutes of break/lunch time may be scheduled at the beginning  
3 or end of the professional day with mutual agreement of the site administrator and unit member. Not  
4 less than thirty (30) minutes of this time will be duty free and the unit member may leave the site for  
5 the day.

6 10.4.8 In programs where lunch and breaks are determined by an outside agency, unit member's break/lunch  
7 time will align with the outside agency's schedule. When staff meetings are scheduled during a lunch  
8 period, a duty-free lunch period of not less than thirty (30) minutes shall be provided.

9 10.4.9 Recall Rights

0 10.4.9.1 Should a Reduction in Force (RIF) occur and unit members are subsequently laid off, the  
1 order of recall/return for those unit members not otherwise established by statute (i.e. those unit  
2 members without a Department seniority date) shall be as follows: 1) unit members possessing a  
3 regular credential, 2) unit members possessing a district intern certificate, 3) unit members  
4 possessing a university internship credential, 4) unit members possessing a provisional internship  
5 permit, 5) unit members possessing a short-term staff permit. The order of recall/return for unit  
6 members sharing the same type of credential, certificate and permit shall be based upon the most  
7 recent continuous service date of hire.

8 10.4.9.2 The parties acknowledge that the California Commission on Teacher Credentialing (CCTC)  
9 regularly changes the requirements and designations for credentials, certificates and permits. Any  
10 successor or replacement credentials, certificates or permits for those listed above in Section  
11 10.6.10.1 shall not alter the order of recall/return.  
12  
13  
14  
15

1 ARTICLE 11 - GRIEVANCE PROCEDURE

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.

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.

1 11.4 Formal Procedure

11.4.1 Level One

3 11.4.1.1 Within thirty (30) days after the date on which the grievant acquires knowledge or reasonably  
4 would be expected to know of the event or action which gave rise to the grievance, the  
5 grievant must present the matter in writing to the immediate supervisor. The statement of the  
6 grievance shall be a concise statement of the circumstances giving rise to the grievance. The  
7 statement shall cite the specific section and page of this Agreement that is alleged to have  
8 been violated, the decision rendered at the informal conference, and the specific remedy  
9 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  
12 alone, or he/she may be represented by a recognized representative of the Association.  
When the 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  
18 the Cabinet Representative. Such an appeal shall be made within ten (10) days after the  
19 grievant has received the decision from the supervisor. It shall also state the name of the  
20 grievant's representative, if any. Copies of the appeal are to be directed to the Deputy  
21 Superintendent and the Assistant Superintendent, Human Resources and Support Services or  
22 his/her designee.

23 11.4.2.2 The meeting and conference with the grievant on the grievance shall occur within ten (10)  
24 days to arrive at a mutually satisfactory resolution to the complaint. The grievant and his/her  
25

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  
4 communicate the decision in writing, together with supporting reasons, to the grievant and the  
5 first level 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  
8 Deputy Superintendent within ten (10) days after the decision of the Cabinet Representative  
9 has been 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  
11 ten (10) days to arrive at a mutually satisfactory solution of the complaint. The grievant and  
12 his/her representative, if any, shall be given at least two (2) days notice of the conference.  
13 When the grievant is represented, he/she must be present or be excused by mutual consent  
14 of the grievant and the Deputy Superintendent.

15 11.4.3.3 Following the conference and within ten (10) days, the Deputy Superintendent shall  
16 communicate 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,  
21 the Association shall, within twenty (20) days of the Deputy Superintendent's decision, submit  
22 a request in writing to the Superintendent for advisory arbitration of the dispute and the  
23 Department shall comply with the request. The Association and the Department shall attempt  
24 to agree upon an Arbitrator and if no agreement can be reached, the parties shall request the  
25 American Arbitration Association to supply a panel of five (5) names of persons experienced in

1 hearing grievances in public schools. Each party shall alternately strike a name until only one  
2 name remains. The remaining panel member shall be the Advisory Arbitrator. The order of  
3 striking shall be determined by the flipping of a coin.

4 11.4.4.2 The fees and expenses of the Arbitrator and the hearing shall be borne equally by the  
5 Department and the Association. All other expenses, including fees for the witnesses or the  
6 costs of substitutes for witnesses, shall be borne by the party incurring them, except as  
7 provided elsewhere in this Article.

8 11.4.4.3 If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the  
9 issues by referring to the written grievance and the answers thereto at each level. In disputed  
10 cases regarding whether or not a grievance claim is within the scope of these proceedings,  
11 the Arbitrator shall rule on the ability to arbitrate the issue.

12 11.4.4.4 The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the  
13 terms of this Agreement, but shall determine only whether or not there has been a violation,  
14 misapplication, or misinterpretation of this Agreement in respect to the allegations contained in  
15 the grievance. The decision of the Arbitrator shall be based solely upon the evidence and  
16 arguments presented to him/her by the respective parties in the presence of each other.

17 11.4.4.5 The Arbitrator shall render a decision in writing, including any award judged to be proper,  
18 within a reasonable time after the close of the hearing. Hearings shall be conducted  
19 according to the rules of the American Arbitration Association. The decision of the Arbitrator  
20 shall be submitted to all parties involved and, when possible, shall be implemented within  
21 twenty (20) days unless the Superintendent rejects the Arbitrator's decision. In those cases  
22 where the decision of the Superintendent is to reject the decision of the Arbitrator, the grievant  
23 shall be granted a hearing before the Superintendent. The fees and expenses of the  
24 Arbitrator shall be borne equally by the Department and the Association, unless the  
25



1 Superintendent rejects the Arbitrator's decision, in 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 circumstances  
21 preclude potential resolution between the grievant and the immediate supervisor. A grievance may be  
22 submitted at Levels Two or Three provided mutual approval of the Superintendent or designee and  
23 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.

1 11.5.10 Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved, another  
grievance based on that particular incident may not be filed 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  
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  
use of a substitute, the cost of such substitute service shall be borne by the employer.

25 11.7 The Agreement will be annotated to reflect the decision and/or resolution of a grievance.

1 ARTICLE 12 - CERTIFICATED PERSONNEL FILES

2 12.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their  
3 employment are to be made available for inspection by the person involved.

4 12.2 Such material for inspection is not to include ratings, reports or records which (a) were obtained prior to the  
5 employment of the person involved; (b) were prepared by identifiable examination committee members; or (c)  
6 were obtained in connection with a promotional examination.

7 12.3 Every unit member shall have the right to inspect such materials upon request provided that the request is  
8 made at a time when such person is not actually required to render services to the Department.

9 12.4 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall  
10 not be entered or filed unless and until the unit member is given notice and an opportunity to review and  
11 comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory  
12 statement, his/her own comments thereon. Such review shall take place during normal business hours of the  
13 Central Administrative Office, and the unit member may be released from duty for this purpose without salary  
14 reduction. When a unit member requests to review his/her personnel file, he/she may be accompanied by a  
15 person of his/her own choice if he/she so desires.  
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1 ARTICLE 13 - EVALUATIONS

13.1 Evaluation and assessment of performance of each unit member shall be made on a continuing basis as 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  
14 permanent unit member unless the Planning Conference form and two World Class Education Observation  
15 forms have been completed within a twelve (12) month period ending April 15 of the evaluation year and  
16 the mutually agreed upon strategies between the unit member and the administrator have been re-  
17 evaluated by the parties 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. |
| 3 |  |  |
| 4 | 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   |
| 5 |  |  |
| 6 | f) Final conference and written evaluation signed by the evaluator.  | No later than 4/15   |
| 7 | g) Final written evaluation to be signed by the unit member, with comments if desired.   | No later than 4/15   |

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

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by 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.

*Handwritten signature*

1 ARTICLE 14 - PEER ASSISTANCE AND REVIEW

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

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

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

13 14.4 Peer Assistance and Review Joint Panel (Panel)

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

17 14.4.2 The chair will rotate between an Association and management representative every other year.

18 14.4.3 Unit members on the Panel will receive paid time for purposes of conducting classroom observations  
19 of classroom teachers being considered for appointment as Consulting Teachers.

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

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

24 14.4.6 The Panel will amend and clarify procedures to implement the PAR program as necessary.

25 14.5 The Panel shall recruit and select Consulting Teachers.

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

1 14.5.1.1 Permanent status classroom teachers employed full time by the Department

14.5.1.2 At least five (5) years recent instructional experience

3 14.5.1.3 Demonstrated exemplary teaching ability as indicated by effective communication skills,  
4 subject matter knowledge, and mastery of a range of teaching strategies necessary to meet  
5 the needs of pupils in different contexts

6 14.5.1.4 Ability to communicate effectively both orally and in writing

7 14.5.1.5 Ability to work cooperatively and effectively with others

8 14.5.1.6 Knowledge and understanding of the California Standards for the Teaching Profession

9 14.5.2 The Panel shall follow written procedures and criteria for recruiting and selecting Consulting Teachers  
10 and Instructional Coaches, which will be in accordance with this Article and applicable law, and will be  
11 applied in a reasonable and consistent manner. The Panel as needed may select Consulting  
12 Teachers and Instructional Coaches at any time during the school year. Consulting Teachers will be  
13 appointed to serve for a one (1) year term. Instructional Coaches will be appointed to serve for a three  
14 (3) year term. No employee may serve for more than two (2) consecutive terms as a Consulting  
15 Teacher or Instructional Coach. Following the completion of two (2) consecutive terms, a Consulting  
16 Teacher or Instructional Coach must wait one (1) year before being considered for another assignment  
17 as a consulting Teacher or Instructional Coach.

18 14.5.3 At least two (2) representatives from the Panel shall conduct at least one (1) informal classroom  
19 observation of each candidate for Consulting Teacher prior to selection. The observation may be  
20 scheduled or unscheduled at the discretion of the Panel. This observation will not be part of any  
21 evaluation process.

22 14.5.4 The Panel's selection procedures, activities, and criteria, and its judgments regarding selection of a  
23 Consulting Teacher, shall not be subject to the grievance procedure.

14.5.5 The Panel will develop standards and guidelines to be used by the Consulting Teacher in working with  
24 participants. This will include, but not be limited to, timelines for a completion of peer review reports  
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1 for submission to the Panel. The Consulting Teacher will provide the Evaluator with a schedule of  
2 contacts and activities related to strategies to assist the Mandatorily Referred Teacher in meeting goals  
3 that have been mutually agreed to with the Administrator on his/her Individual Performance Plan (IPP  
4 form to be developed when needed).

5 **14.6 Model Classroom**

6 14.6.1 The Model Classroom program will be established in the Alternative Education for Institutions,  
7 Contract Learning and Community Schools. The PAR Program will reinforce the continuation of the  
8 Model Classroom maintained by the Special Education Services Division. The major goal of the  
9 Model Classroom experience is to provide staff development to meet the needs of students. Model  
10 Classrooms provide instructional staff with the opportunity to enhance instructional skills and abilities  
11 by participating in a classroom experience with follow-up support.

12 14.6.2 The selection criteria for Instructional Coaches will be the same as those for the Consulting Teachers  
13 under Section 5.1.

14 14.6.3 PAR will consist of training programs designed around the needs of new and participating teachers,  
15 integrating the California Standards for the Teaching Profession and the K-12 academic content  
16 standards. Written materials generated in this process may be included in the employee file at the  
17 option of the employee.

18 14.6.4 Instructional Coaches will receive an annual stipend of \$3,000 for service provided from July until  
19 June. Any Instructional Coach hired for service after January 1 will be paid a prorated amount based  
20 on the months of service remaining in the school year.

21 14.7 The Panel will also perform these additional functions:

22 14.7.1.1 Review reports prepared by the Consulting Teachers. The Panel will complete this process in  
23 accordance with timelines established by the Agreement in order to permit the timely completion  
24 of the evaluation process.

1 14.7.1.2 The Panel will report to the Superintendent or his/her designee regarding Mandatorily  
2 Referred Participants in PAR. This report will be based on contact reports from the Consulting  
3 Teacher. In making this report, the Panel shall consider any assistance offered to or received by  
4 the participant during the period of participation in the PAR Program.

5 14.7.1.3 Annually determine impact of the PAR program by using standardized interview or a survey  
6 process with specific rubrics and criteria for the PAR participants.

7 14.7.1.4 Submit recommendations for improvement of the PAR program to the Superintendent or  
8 his/her designee and the Association.

9 14.7.1.5 The Panel will adopt and manage the PAR budget for Special Education Services and  
10 ACCESS. They will review both income and expenditures for the PAR Program at regularly  
11 scheduled meetings. Both administrative designees have been charged with making routine and  
12 regular expenditures related to the PAR Program with concurrence from the Panel. Both  
designees shall report on expenditures on at least a quarterly basis.

14 14.7.1.6 Recommendations from the Panel for budgetary amendments such as increases in stipends  
15 for Instructional Coaches, Consulting Teachers and Panel Members will be referred to the Interest  
16 Based Problem Solving (IBPS) Team.

17 14.8 The evaluation, assessment, and recommendations of the Panel and the activity logs provided by the  
18 Consulting Teachers and Instructional Coaches shall be advisory only, for the benefit of the participating  
19 teachers and the Department, and shall in no way limit the Department's discretion or authority with regard  
20 to decisions and actions regarding the employment status of any unit member including, but not limited to,  
21 the evaluation, assignment, reassignment, transfer, promotion, demotion, discipline, layoff, or dismissal.  
22 The fact that the employee is participating in PAR will not limit or delay the Department's authority or  
23 discretion to make any such decision or take any such action. Participation in PAR will not create any right  
or expectancy of continued employment by the Department for any period of time.

1 14.9 Teachers, by receiving an unsatisfactory performance evaluation, shall be mandatorily referred to PAR and  
shall not be eligible for transfer unless approved by the Superintendent or designee.

3 14.10 A Consulting Teacher provides support to a Mandatorily Referred Teacher in improving instructional  
4 performance. This assistance will typically include:

5 14.10.1 Setting and discussing performance goals with the teacher

6 14.10.2 Multiple observations of the teacher during periods of classroom instruction;

7 14.10.3 Meeting and consulting with the Mandatorily Referred Teacher and the teacher's Evaluator twice --  
8 once at the beginning and once at the end of the process

9 14.10.4 Demonstrating good practice to the teacher

10 14.10.5 Using Department resources to assist the teacher

11 14.10.6 Monitoring the progress of the teacher and maintaining a written record

12 14.10.7 Providing an activity log to the Panel for each Mandatorily Referred Teacher

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

14 14.11 Consulting Teachers will be trained to offer both PAR peer assistance and review and to understand the  
15 specific functions of the PAR program. The Panel will monitor and evaluate the effectiveness of the  
16 Consulting Teacher and will make decisions regarding their continuation in the program. The Panel may  
17 remove a Consulting Teacher from the position at any time because of the specific needs of the PAR  
18 Program or inadequate performance of the Consulting Teacher. Prior to the effective date of such removal,  
19 the Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at  
20 the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

21 14.12 As soon as practicable after referral to PAR, a Mandatorily Referred Teacher will choose a Consulting  
22 Teacher from the list provided by the Panel. The Consulting Teacher should teach in the same program as  
23 a Mandatorily Referred Teacher.

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

1 14.12.2 The Evaluator will convene a meeting attended by the Consulting Teacher, the Evaluator, and the  
Mandatorily Referred Teacher for the purpose of discussing the Mandatorily Referred Teacher's  
3 Individual Improvement Plan goals. The Association may attend and represent the Mandatorily  
4 Referred Teacher upon his/her request.

5 14.12.3 The Consulting Teacher and Administrative Evaluator will meet with the Mandatorily Referred  
6 Teacher to hear the Evaluator's recommendations for improvement and suggested Individual  
7 Improvement Plan goals. The Evaluator and Mandatorily Referred Teacher will mutually agree to the  
8 final Individual Improvement Plan goals.

9 14.12.4 Based upon these discussions, the Consulting Teacher will assist the Mandatorily Referred Teacher in  
10 working toward the goals he/she mutually agreed to with his/her Evaluator.

11 14.12.5 The Consulting Teacher will periodically provide the Administrator and Panel a record of contacts and  
12 activities made with the Mandatorily Referred Teacher.

13 14.12.6 The Consulting Teacher will continue to provide assistance to the Mandatorily Referred Teacher until  
14 they conclude that assistance is no longer needed or will not be productive. The Consulting Teacher  
15 and Mandatorily Referred Teacher will mutually decide on schedules and agendas for each meeting.  
16 The Consulting Teacher's activity log will become part of the personnel file.

17 14.13 With respect to each Mandatorily Referred Teacher, the Evaluator should:

18 14.13.1 Ensure that performance goals are clearly stated and aligned with pupil learning. Failure of a  
19 participant to cooperate with the Consulting Teacher and Evaluator may be grounds for disciplinary  
20 action.

21 14.13.2 Communicate an expectation of and strong encouragement for a cooperative relationship between  
22 the Consulting Teacher and the Mandatorily Referred Teacher with respect to the "process" of peer  
23 assistance and review.

14.14 Compensation shall be provided as follows:

24 14.14.1 Unit members serving on Panel shall receive a \$1,500 annual stipend.

1 14.14.2 Attendance at Panel meetings is mandatory. All meetings will generally take place after the  
2 professional day. A Panel Member who misses more than 25 percent of the scheduled meetings in a  
3 school year will be replaced by his/her respective representative group, following notification by the  
4 Panel.

5 14.14.3 Unit members serving as Consulting Teachers shall be compensated at \$200 per day above their  
6 daily rate of pay for those days spent meeting and working directly with a Mandatorily Referred  
7 Teacher. Time will be reported on a certificated time sheet and must be signed by the Consulting  
8 Teacher's administrator. Days submitted shall not exceed eighteen (18) per school year per  
9 Mandatorily Referred Teacher. Consulting Teachers shall receive two (2) days training that shall be  
10 compensated at \$100 per day above their daily rate of pay.

11 14.14.4 Additional compensation is not provided to Mandatorily Referred Teachers or Self Referred Teachers  
12 for participation in PAR.

13 14.14.5 Days of participation in the PAR Program shall not constitute either management or supervisory  
14 functions.

15 14.15 Functions performed by unit members as part of the PAR program shall not constitute either management  
16 or supervisory functions.

17 14.16 Consulting teachers are entitled to defense and indemnification for activities performed as part of the PAR  
18 Program, as set forth in applicable provisions of the California Government Code.

19 14.17 In the event that the Department receives official notification from the State that the Department will not be  
20 receiving Peer Assistance and Review funding, the PAR Program will be suspended, pending review by the  
21 Department and the Association.  
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