

1 ARTICLE 15 - ACADEMIC FREEDOM

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

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

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

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

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

19 15.3.3 If agreement is not reached at this level, the complainant shall be requested to state his/her case in  
20 writing and shall be informed that the statement shall include the name of the unit member, date,  
21 place, and full description of the episode or material in question and in the case of printed material, the  
22 name of the author, title, publisher and objections by page and items, or in the case of other material,  
23 specific information in order to locate the objectionable phrase or aspect and any other specific  
information which might be pertinent.

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1 15.3.4 Should a solution satisfactory to the unit member not be reached by the site administrator, a written  
report of the situation shall be sent to the site administrator's manager and the matter shall  
3 automatically be registered at that level of the grievance procedure. The complainant shall not  
4 become a party to the grievance.  
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1 ARTICLE 16 - SAFETY

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

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

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

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

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

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

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

14 17.3 Such designated functions/duties are listed in Appendix D.

15 17.4 Compensation for site liaison duties shall be a percentage of the unit member's daily rate of pay.

16 17.4.1 Alternative and Special Education

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

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

21 17.4.2 Sharing Site Liaison Duties

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

25 17.4.2.2 Duties shall be shared equitably. The shared duties shall not exceed the duties normally  
performed by an individual site liaison.

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

1 ARTICLE 18 - UNIT MEMBER BENEFITS

18.1 The Department shall provide a contribution toward the cost of the current medical, dental, vision, and life insurance plans for employees and eligible dependents not to exceed the maximums listed below. Said contribution will apply for the period October 1, 2010 to September 30, 2011. The Department will pay increases in premiums for 2011-12 up to seven and one-half percent (7.5%). Any changes in said Department contribution shall be as a result of subsequent negotiations between the parties pursuant to Article 1 of the Agreement.

<u>HMO</u>	
Single Employee	\$ 545.95
Two Party	\$1,098.34
Family	\$1,572.78

<u>PPO</u>	
Single Employee	\$ 677.78
Two Party	\$1,306.30
Family	\$1,960.30

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

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

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

1 ARTICLE 19 - COMPENSATION

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

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1 ARTICLE 20 - COMPENSATION NARRATIVE – GENERAL

20.1 Placement on the Salary Schedule

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

8 20.2 Advancement on the Salary Schedule

9 20.2.1 Degree and Credential

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

14 20.2.2 Units

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

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

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



- 1 20.2.2.4 Creditable units to be used for salary purposes which are taken and completed during the  
school year and prior to July 1 will be effective July 1. Units taken during the summer and  
3 completed prior to October 1 will be effective September 1.
- 4 20.2.2.5 No more than six (6) creditable units per semester or summer school or a total of eighteen  
5 (18) units per academic year may apply toward salary. When the units per semester or  
6 summer school exceed six (6), permission must be obtained from the Assistant  
7 Superintendent, Human Resources and Support Services or his/her designee.
- 8 20.2.2.6 A grade of "C" or better must be earned in all course work submitted for salary advancement.  
9 Courses taken on a pass/fail basis will be accepted with a grade of pass.
- 10 20.2.2.7 Salary credit for Bachelor's and Master's degrees will be allowed if the degree is earned at an  
11 institution accredited by the Regional Association of Schools and Colleges.
- 12 20.2.2.8 Credits completed under California Commission on Teacher Credentialing (CCTC) Pre-Intern  
Teacher or District Intern Teacher programs are acceptable for salary schedule credit and  
14 advancement. Such credits must be verified by the granting Local Education Agency (LEA).
- 15 20.2.2.9 Continuing Education Units (CEU's) are applicable for salary schedule credit subject to the  
16 following criteria:
- 17 20.2.2.9.1 The class must be preapproved by the Assistant Superintendent, Human Resources and  
18 Support Services or his/her designee.
- 19 20.2.2.9.2 A grade of C or better must be achieved for the course. Pass/fail courses are acceptable  
20 with a pass grade.
- 21 20.2.2.9.3 Course work must be taken from an accredited institution of higher education or an  
22 organization approved to provide course work for state licensure and submitted on an  
23 official transcript or other acceptable documentation from the organization. Unit members  
who must maintain a state license in order to hold a California credential may use CEU's  
25 required for state licensure for salary schedule credit.

1           20.2.2.9.4 CEU's will be converted to salary schedule credit based on fifteen (15) clock hours = one  
semester unit.

3           20.2.3 Experience

4           20.2.3.1 A maximum of five (5) years credit shall be granted on a year-for-year basis for military service  
5 in the armed forces of the United States if such military service was an interruption of teaching  
6 duty while employed by the Department provided the unit member returns within one (1)  
7 semester after his/her discharge.

8           20.2.3.2 Unit members reemployed by the Department after a break in service shall be placed on the  
9 schedule at the next highest step than that on which they served their last full year with the  
10 Department if the unit member's prior schedule placement exceeded the new hire limitations  
11 included in Section 20.2.3.

12           20.2.3.3 A teacher shall receive five (5) years credit granted on a year-for-year basis for prior full-time  
13 teaching or related ancillary experience including experience outlined in Section 20.2.3.4  
14 requiring certification qualifications. Full time as used herein, is at least seventy-five (75)  
15 percent of a full-time, full-year assignment.

16           20.2.3.4 Ancillary staff shall receive a maximum of five (5) years credit granted on a year-for-year basis  
17 for prior related experience including teaching experience when such experience directly  
18 relates to the assignment. Notwithstanding the foregoing, Audiologists and Language,  
19 Speech and Hearing Specialists shall receive a maximum of eleven (11) years credit granted  
20 on a year-for-year basis for prior related experience including teaching experience when such  
21 experience directly relates to the assignment. The Assistant Superintendent, Human  
22 Resources and Support Services or his/her designee shall make the determination as to  
23 whether such experience qualifies for credit.

24           20.2.3.5 Verification of experience must be submitted within forty-five (45) days of the effective date of  
25 the employment contract.



1           20.2.4 Service

3           20.2.4.1    Unit members initially hired with a contract effective date prior to January 1 move up on the  
4                    salary schedule for the following school year. Unit members initially hired with a contract  
5                    effective date on or after January 1 will not move up on the salary schedule until completion of  
6                    one school year in addition to the service provided between the date of employment and June  
7                    30.

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

13           20.2.5 Daily Rates of Salary Schedule

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

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

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

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1           20.2.6 Maintenance of Credentials

2           20.2.6.1    Unit members must maintain the appropriate credentials, permits, and certificates which  
3                            entitled them to the previous year's salary schedule placement and shall register all current  
4                            credentials, permits and certificates with the Department's Credentials Section.

5           20.2.7 STRS Base Year

6           20.2.7.1    The STRS Base Year classification for unit members is:

- 7                            a) Alternative Education: 216 days;  
8                            b) Community Home Education Program: 194 days;  
9                            c) Pacific Coast High School: 194 days;  
10                           d) Deaf and Hard of Hearing Program and Oral Deaf and Hard of Hearing Program: School  
11                            Calendar;  
12                           e) Special Centers and Classes: 185 days (Hired subsequent to 10/1/97); and  
13                           f) Special Centers and Classes: 216 days (Hired prior to 10/1/97).

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

21.1 Unit Members, Annual Contract Options

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

4 21.1.1.1 Deaf and Hard of Hearing Program and Oral Deaf and Hard of Hearing Program: School  
5 Calendar

6 21.1.1.2 Special Classes/Centers: 185, 216 days

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

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

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

14 21.1.2 The annual contract options for teachers and ancillary staff in Alternative Education are:

15 21.1.2.1 Alternative Education: 195, 216, 225 days;

16 21.1.2.2 Community Home Education Program: 194 days;

17 21.1.2.3 Pacific Coast High School: 194 days; and

18 21.1.2.4 Sunburst Academy: 225 days.

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

23 21.2 Anniversary Increment

24 21.2.1 A unit member on Range IV or Range V is eligible for the anniversary increment at the beginning of  
25 the 16<sup>th</sup>, 18<sup>th</sup>, 20<sup>th</sup> and 23<sup>rd</sup> years of service. Any unit member moving to the anniversary increment

1 must have completed at least ten (10) years of service for the Department. Notwithstanding the  
2 foregoing, the ten (10) year service requirement shall be waived for Audiologists and Language,  
3 Speech and Hearing Specialists.

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

7 21.3 Extra Service and Extra Curricular Assignments

8 21.3.1 Deaf and Hard of Hearing Program

9 21.3.1.1 Unit members of the Deaf and Hard of Hearing Program shall receive compensation for extra  
10 service curricular assignments.

11 21.3.1.2 The activity must have prior written approval by the Department's on-site administrator.

12 21.3.1.3 Compensation will be in accordance with Article 21.3.2.

13 21.3.2 Alternative and Special Education

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

19 21.3.2.2 Instructional duties above and beyond the professional day shall be defined as:

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

1           21.3.2.3    The hourly rate of pay shall be the T/A-1 Range IV, Step 6 daily rate divided by seven (7).

          21.3.2.4    These provisions shall be voluntary and are not required of the unit member.

3           21.3.3   Hourly Rate

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

7           21.4 Teachers who choose to supervise additional students, not regularly assigned to that teacher (class  
8           list/roster), due to a lack of a substitute teacher shall be compensated at a rate of \$5 per student for each  
9           hour or partial hour of supervision not to exceed \$250 per day. Teachers have the right to refuse to  
10          supervise additional students not regularly assigned to that teacher due to the lack of a substitute.

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

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

22.1.1 The unit member must hold a valid California teaching credential, not including an emergency permit,  
5 intern certificate or credential, or waiver.  
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22.1.2 The unit member must possess a baccalaureate or higher degree.  
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22.2 A unit member will continue placement on Salary Schedule T/A-1A until his/her years of experience and  
8 education provide for a higher salary schedule placement on Salary Schedule T/A-1.  
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