

AGREEMENT

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

BY AND BETWEEN

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

and

ORANGE COUNTY SCHOOLS EDUCATORS ASSOCIATION

An Affiliate of the California Teachers Association
and the National Education Association
Representing the Teacher and Ancillary Bargaining Unit

July 1, 2020 - June 30, 2022

2021-2022 Contract Year

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1 ARTICLE 1 – DURATION

2 1.1 This is an Agreement made and entered into this March 10, 2021, between the Superintendent and the
3 Association.

4 1.2 This Agreement shall be effective July 1, 2021, and remain in full force and effect up to and including June 30,
5 2022.

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9 Steve Slack, President
Orange County Schools Educators Association

Al Mijares, Ph.D., Superintendent
Orange County Department of Education

1 ARTICLE 2 - SAVINGS PROVISION

2 2.1 If any provisions of the Agreement are held to be contrary to Federal and/or State laws and regulations by a
3 court or regulatory agency of competent jurisdiction, such provision will not be deemed valid and subsisting
4 except to the extent permitted by law, but all other provisions will continue in full force and effect.
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1 ARTICLE 3 - DEFINITIONS

2 3.1 Unit Member

3 3.1.1 The classifications are: Teacher; Adapted PE Specialist; Audiologist; Counselor; Language, Speech &
4 Hearing Specialist; Orientation and Mobility Specialist; School Nurse; Vision Specialist; Resource
5 Specialist; and Child Welfare and Attendance Worker.

6 3.1.2 Ancillary positions are non-teaching positions represented by the Association. All classifications
7 represented by the Association except "Teacher", "Resource Specialist", "Adapted Physical Education
8 Specialist", and "Vision Specialist" are ancillary.

9 3.1.3 A part-time unit member is defined as an employee who works less than 180 full professional contract
10 days during the school year. A unit member who works less than the professional day is a part-time
11 employee.

12 3.1.4 Employees with temporary contracts are unit members. No temporary contract will be issued for less
13 than ninety (90) days, unless fewer than ninety (90) instructional days remain in the instructional year.

14 3.2 Association Time – Any paid time authorized in this Agreement, with the exception of that paid time authorized
15 under Negotiations Time and Grievance Procedures. All Association Time is chargeable as provided in
16 Association Rights.

17 3.3 Negotiation Time – Any time charged under provision of Negotiations Procedure. Any paid days allocated
18 shall be reduced by one (1) for each representative who participates in negotiations preparations, meetings, or
19 impasse proceedings.

20 3.4 Day – "Day" shall mean a day that the Central Administrative office is open for business and will include a day
21 when a program is in operation and the Central Administrative office is closed.

22 3.5 "Duty free" as defined in this Agreement means time periods during which unit members are not considered to
23 be in a duty status and may leave the work site.

1 3.6 "Breaks", as defined in this Agreement, mean time periods during which unit members are in a duty status,
2 but are not performing primary duties. Unit members are not authorized to leave the work site during breaks
3 without the prior authorization of an administrator.

4 3.7 Any questions arising regarding definitions of terms used in the Agreement not otherwise defined in this Article
5 will be clarified bilaterally by the Association's negotiations representatives and the Superintendent's
6 negotiations representatives.

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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
13 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.

1 ARTICLE 6 - CONCERTED ACTIVITIES

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

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

1 ARTICLE 7 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

8 7.3 Paid Time

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

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

17 7.4 The President of the Association or designee may have access to Department information for the purpose of
18 updating the bargaining unit list.

19 7.5 The Association will file with the Superintendent's representative a roster of Association officers each fiscal
20 year by July 1st for purposes described in Sections 7.1, 7.2, and 7.3 of Article 7 - Association Rights.

21 7.6 Association Membership

22 7.6.1 Any unit member who applies for membership shall sign and deliver to the Association an assignment
23 authorizing deduction of unified membership dues. Pursuant to such authorization the Department
24 shall deduct appropriately prorated deductions, as established and submitted by the Association, from
25 the regular salary checks of the unit members. Deductions for unit members who signed such

authorizations after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.

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

7.6.3 The Association agrees to abide by all applicable laws, rules and regulations.

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

7.6.5 Administration

7.6.5.1 With respect to all sums deducted, the Department agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made. The lists shall include the following: contract days, Area assignment and home address/telephone number (unless prohibited to do so by written authorization of unit member).

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

7.6.5.3 In no instance will any employee be dismissed because of failure to pay Association dues.

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

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

7.6.5.5 The Department shall not make dues deductions from unit members who are in an unpaid status.

1 ARTICLE 8 - LEAVES

2 8.1 Sick and Extended Illness Leave

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

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

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

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

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

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

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.

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.

8.1.9 Catastrophic Leave is available to unit members under provisions contained in the Department Procedures Manual. For more information, members may contact Human Resources.

8.2 Personal Necessity Leave

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

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

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

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

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

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

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

8.3 Personal Business Leave

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

8.4 Industrial Accident and Illness Leave (Workers' Compensation)

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

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

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

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

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

1 8.4.6 The Department shall issue the unit member appropriate salary warrants for payment of the unit
2 member's salary and shall deduct normal retirement and other authorized contributions. Upon
3 conclusion of this industrial paid leave, a unit member may utilize any available Sick Leave benefits
4 providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall
5 not exceed 100 percent of the unit member's normal compensation.

6 8.4.7 Return to Work

7 8.4.7.1 A unit member shall be permitted to return to service after an industrial accident or illness only
8 upon the presentation of a release from the unit member's treating physician certifying the unit
9 member's ability to return to his/her position classification without restrictions or detriment to the
10 unit member's physical and emotional well-being. A unit member may be requested to be
11 examined by a physician designated by the Department prior to being permitted to return to
12 service. In the event that there is a disagreement by the physicians over whether the unit member
13 is able to return to work, the Department retains the final decision as to the unit member's status.

14 8.4.7.2 A unit member may be returned to modified duty provided a position is available within the unit
15 member's limitations and return to work would not be detrimental to the unit member's physical
16 and emotional well-being.

17 8.4.8 A unit member who is eligible for reemployment and has been medically released for return to his/her
18 duties, but fails to accept an appropriate assignment, shall be terminated.

19 8.4.9 When all available leaves of absence have been exhausted and the unit member is not medically able
20 to assume the duties of his/her position, he/she may elect to continue on a Personal Leave for a
21 period of up to one year. Continuation of any Personal Leave under this provision in excess of one
22 year shall be at the discretion of the Superintendent. The unit member shall be eligible for
23 reemployment upon submission of a physician's statement that he/she is able to resume his/her
24 duties.

1 8.4.10 A unit member shall notify the Department when engaging in or accepting other employment while in
2 any status authorized in provisions of Section 8.4.

3 8.5 Pregnancy Leave

4 8.5.1 Absence caused by disability due to pregnancy, childbirth or recovery from pregnancy or childbirth
5 shall be charged to Sick and Extended Illness Leave.

6 8.5.2 Two (2) statements from the unit member's physician will be required:

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

9 8.5.3 Eligible employees may use available sick leave for purposes of parental leave for a period of up to
10 twelve (12) workweeks within a year from the date of birth, adoption, or foster care of a child in
11 accordance with the explanation provided in Education Code section 44977. This leave runs
12 concurrently with leaves under Family and Medical Leave Act (FMLA) and the California Family Rights
13 Act (CFRA). Once sick leave is exhausted, the employee will be paid no less than fifty percent (50%)
14 pay for the duration of the up to 12 weeks of leave.

15 8.6 Leave to Care for a Family Member

16 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
17 to an illness of a child, parent, or spouse of the employee. A child includes biological, foster, or
18 adopted children, stepchildren, legal wards, or the child of a "person standing in loco parentis." A
19 parent includes a biological, foster or adoptive parent, a stepparent, or a legal guardian.

20 8.6.2 A unit member shall submit a completed Absence Request form to the immediate supervisor normally
21 within three (3) working days prior to the leave. The supervisor will forward the request to the
22 Assistant Superintendent, Administrative Services or his/her designee.

23 8.6.3 Provisions of this section shall remain in effect as long as Section 233 of the California Labor Code is
24 applicable to school employers.

1 8.7 Bereavement Leave

2 8.7.1 The purpose of Bereavement Leave utilization shall be for the death of a unit member's immediate
3 family or the immediate family of the unit member's spouse or registered domestic partner as provided
4 in Section 8.7.3 and 8.7.4.

5 8.7.2 Unit members exercising this leave of absence provision shall notify their immediate supervisor as
6 soon as possible and state the expected duration of their absence.

7 8.7.3 A unit member shall be granted up to five (5) days for bereavement purposes for the death of a
8 spouse, registered domestic partner, mother, father, brother, brother-in-law, sister, sister-in-law, son,
9 son-in-law, daughter, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, or any person
10 living in the immediate household.

11 8.7.4 A unit member shall be granted up to three (3) days for bereavement purposes for the death of a
12 grandmother, grandfather, grandchild, legal guardian, niece, nephew, aunt or uncle.

13 8.7.5 If travel in excess of 300 miles one way or out of state is required, two (2) additional days shall be
14 allowed. Additional days of absence beyond those described herein may be provided under the terms
15 of the Personal Necessity Leave provisions of this section.

16 8.7.6 All days of absence used under the provisions of Bereavement Leave shall result in no loss of
17 compensation or Sick Leave to the unit member.

18 8.7.7 Immediately upon return to active service, unit members shall complete the appropriate absence form
19 and submit it to their immediate supervisor.

20 8.7.8 Unit members shall provide, upon Department request, additional verification of the use of these leave
21 provisions.

22 8.8 Visitation Leave

23 8.8.1 A one (1) day leave of absence for the purpose of studying or visiting other school programs or
24 institutions will be provided each unit member, based on prior arrangements with the immediate
25 supervisor.

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

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

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

8.9 Non-Work Days/Calendar Days Not Contracted

8.9.1 Non-contract days that occur between the beginning and ending dates on the employment contract shall be termed Annual Leave and are also referred to as Non-Work days.

8.9.2 When applicable to the unit member, Non-Work days are to be planned for as far in advance as possible and are to be taken with the concurrence of the supervisor.

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

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

8.9.5 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.

8.10 Travel/Study Leave

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

8.10.2 Travel/Study Leave may be taken in separate, six (6) month periods or in any other periods 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

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

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

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

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

8.11 Judicial Leave

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

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

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

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

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

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

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

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

8.12 Carry Forward Non-Work Days

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

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

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

8.13 Other Leaves

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

1 ARTICLE 9 - TRANSFER/SPECIAL ASSIGNMENT *(For the contract year 2021-2022, the Article 9 language*
2 *commencing on page 23 does not apply. The Article 9 Memorandum of Understanding (MOU) executed*
3 *effective July 1, 2021 applies for contract year 2021-2022. See Addendum A.)*

4 9.1 It is understood by the parties that any assignment, reassignment, or transfer of unit members shall be based
5 upon the legitimate needs and requirements of the program.

6 9.2 Definitions

7 9.2.1 Administrative Unit – A designated group of employees or school sites under the direction of a
8 principal or administrator.

9 9.2.2 Assignment – Any position occupied by a unit member.

10 9.2.3 Reassignment – A change in position within the administrative unit.

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

14 9.2.4.1 Voluntary Transfer – A transfer that has been requested and/or accepted by the unit member.

15 9.2.4.2 Involuntary Transfer – A transfer that has been directed by the Department in writing. A unit
16 member will not be involuntarily transferred in two (2) consecutive years.

17 9.2.4.3 Superintendent's Transfer – A transfer that has been initiated by the Superintendent or the
18 Assistant Superintendent, Administrative Services.

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

not filled from the list will be posted by Human Resources for a minimum of three (3) working days. Human Resources will send a reminder notice to all bargaining unit members by June 15, September 15, December 15, and March 15 to submit the Reassignment/Lateral Transfer form. Notices and forms shall be sent electronically. A unit member will be given written notice of reassignment/transfer transition period in accordance with Section 9.8 of this Article. The Department will notify the Association of all new positions and vacancies filled within thirty (30) calendar days of a transfer/reassignment that has been made. Reassignment/Lateral transfer forms submitted to Human Resources will become null and void on June 30.

9.4 Transfer Criteria

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

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

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

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

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

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

1 9.4.5 Any classroom reassignment which moves the unit member greater than fifteen (15) miles distance
2 from the unit member's current assignment shall be considered a transfer unless their reassignment is
3 voluntary.

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

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

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

21 9.7 A unit member shall be eligible for transfer after the unit member has submitted a timely request for transfer to
22 Human Resources indicating the position desired. The unit member shall be contacted and given an
23 opportunity to interview, if not previously interviewed by the principal or designee during the school year.
24 Reassignment/Lateral Transfer forms submitted to Human Resources will become null and void on June 30.
25

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

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

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

9.11 In the absence of any specific Agreement provision which would apply, members who find that they are without an assigned position within the administrative unit due to some event including but not limited to closing and opening sites, and due to no act of their own, shall be given priority right of seniority of all those members similarly affected. This priority right shall be first exercised within the administrative unit and then, if applicable, within the program. Unit members shall not be transferred from an administrative unit while there 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:

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

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

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

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

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

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

9.15 Teachers on Itinerant Status in ACCESS

9.15.1 Up to 18 of the least senior teachers (based on seniority date) excluding Special Ed teachers. Special Ed teachers are Itinerant by the nature of the assignment.

9.15.2 Itinerant teachers may be transferred to meet the needs of the program and to fulfill absences or vacancies of teachers on leave.

9.15.3 Except when placed in an assignment expected to last 30 calendar days or less, each time an itinerant teacher is transferred during the school year, he/she shall be given from one (1) to five (5) working days (as needed) as a transition period at the new assignment during which time he/she shall not be supervising students. This time shall be used for classroom set up and curriculum development.

9.15.4 Sections 9.4.3, 9.4.5, 9.6, 9.8, 9.9, 9.10, 9.11, 9.11.1, 9.11.2, and 9.11.3 shall not be applicable during the duration of the itinerant assignment.

9.15.5 Should a vacancy not be filled via reassignment or transfer, itinerant teachers shall have a priority right to fill vacant, permanent teaching positions for which they are qualified based upon department seniority prior to any external recruitment.

9.15.6 Itinerant teachers who are required to travel more than 15 miles from assigned administrative unit regional office or current assignment to fill an assignment will be compensated for mileage. In the

event the change of assignment is within 15 miles of the current assignment but greater than 15 miles from the regional office, no mileage would be paid.

9.15.7 Itinerant teachers may have a roster and an assigned work site. This does not exclude them from fulfilling day to day assignments as required. Administrators will contact itinerant teachers in advance if they are required to go to a different work assignment.

9.15.8 A list of all itinerant teachers will be provided to the Association at the beginning of each fiscal year and updated lists will be provided as changes occur within thirty (30) days of any change in assignment lasting more than 30 days. Listing shall include name, seniority date and assignment location.

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

9.17 Unit Member on Special Assignment

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

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

9.17.3 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 administrator and the unit member will meet to determine a mutually agreed upon assignment within the administrative unit. If mutual agreement is not reached, the provisions of Article 9 - Transfers will apply.

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

1 9.17.5 The unit member on special assignment shall continue to receive regular salary during the inclusive
2 dates of the special assignment and will continue to work the seven-hour professional day.

3 9.18 The provisions of this Article shall be applied by the Department in a manner that is not arbitrary, capricious
4 or discriminatory.

ARTICLE 10 - EMPLOYMENT CONDITIONS

10.1 Alternative Education

10.1.1 Hours

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

- a) seat time instruction assignments: 300 minutes (includes institutional schools, group homes, and community schools);
- b) contract learning assignments: 360 minutes;
- c) combined seat time and contract learning assignments: 360 minutes (applies when both assignments are less than full time).
- d) any program delivery not meeting the criteria set forth in a) b) c) above: 375 minutes maximum.

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.

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).

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.

10.1.2 Class/Roster Size

10.1.2.1 Seat Time Instruction

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

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

10.1.2.1.2 When class settings take place within a probation living unit, the class size standard in Section 10.1.2.1.1 shall be in accordance with Title XXIV of the California Code of Regulations, all applicable sections of 1230 rev 2007.

10.1.2.1.2 Community-Based Classrooms

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

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

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

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

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

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

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

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

10.1.2.4 Combined Seat Time and Contract Learning Assignments

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

10.1.3 Working Conditions

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

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

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

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

10.1.5 ACCESS Special Education Caseloads

ACCESS Special Education caseloads will not exceed 28 students and will be maintained consistent with State and Federal law and applicable regulations. Factors in determination of caseload and new additions to caseload shall include, but are not limited to:

- individual education programs (IEPs)
- instructional strategies necessary to implement students' IEPs
- student instructional and behavioral needs
- travel time required to service students on case load

Caseload assignments will not be arbitrary or capricious

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

10.2 Ancillary Staff

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

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

10.3 Special Schools, Programs and Services

10.3.1 Hours

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

10.3.1.2 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 a professional level. Some adjunct duties will require on-the-job performance by the unit member.

10.3.1.3 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 staff).

10.3.2 Class Size

10.3.2.1 Class size shall not exceed State maximums.

10.3.3 Working Conditions

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

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

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

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

10.4 General Provisions

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

10.4.2 The Department shall pay the cost of replacing or repairing property of a unit member when such property is necessarily worn or carried by the unit member and is damaged without fault of the unit member, while in the line of duty. Such property would include eyeglasses, hearing aids, dentures, watches, and certain articles of clothing. If the property is damaged beyond repair, or stolen, the actual cash value of such property shall be determined as of the time of the damage. The Department shall pay only the amount not covered by the unit member's personal insurance. Payment to a unit

member under this section shall not exceed \$1,000.00 in any fiscal year. Unit member must provide proof of value of an item of property satisfactory to the Department prior to exercising provisions of this section.

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

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

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

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

professional day does not extend the primary duty time provisions of the Agreement. The professional day may be modified with Association and Department approval.

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

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

10.4.9 Recall Rights

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

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

1 10.4.10 A joint committee composed of representatives from OCDE and OCSEA will meet semi-annually to
2 review the above referenced caseloads/rosters. The Assistant Superintendent, Administrative
3 Services or his/her designee will develop the appropriate meeting timeframe, and the Association will
4 appoint three (3) members to serve on the committee.
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ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Definitions

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

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

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

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

11.2 Purpose

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

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

11.3 Informal Procedure

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

11.4 Formal Procedure

11.4.1 Level One

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

11.4.1.2 The grievant and the supervisor shall discuss the grievance within ten (10) days to arrive at a mutually satisfactory solution to the problem. At the conference, the grievant may appear 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.

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

11.4.2 Level Two

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

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

representative, if any, shall be given at least two (2) days notice of the conference. When the grievant is represented, he/she must be present.

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

11.4.3 Level Three

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

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

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

11.4.4 Level Four

11.4.4.1 If the grievant is not satisfied with the decision at Level Three, he/she may request the Association to submit the grievance to advisory arbitration, or appeal directly to the Superintendent. If the Association concurs with the grievant's request for advisory arbitration, the Association shall, within twenty (20) days of the Deputy Superintendent's decision, submit a request in writing to the Superintendent for advisory arbitration of the dispute and the Department shall comply with the request. The Association and the Department shall attempt to agree upon an Arbitrator and if no agreement can be reached, the parties shall request the 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
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Superintendent rejects the Arbitrator's decision, in which case the Department shall bear all costs. The decision of the Superintendent is final.

11.5 General Provisions

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

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

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

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

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

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

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

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

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
2 grievance based on that particular incident may not be filed unless the resolution has not been
3 implemented within the time period written in the resolution.

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

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

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

17 11.6 Association Representative in Grievance Procedure

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

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

23 11.6.3 In the event that attendance at a grievance conference by the Association representative results in the
24 use of a substitute, the cost of such substitute service shall be borne by the employer.

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.

1 ARTICLE 13 - EVALUATIONS

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

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

11 13.2 Pre-evaluation procedures may be used to help improve instruction quality, promote collaboration between
12 unit members and administrators, and prevent unsatisfactory performance. This process may be part of the
13 formal evaluation process for unit members. An unsatisfactory evaluation may not be issued to a
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

Step	Action	Calendar
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
24 c)	Formal classroom observation to last a minimum of twenty-five (25) minutes.	Prior to 1/30

- | | | | |
|---|----|---|--|
| 1 | d) | Formal observation conference with the results being recorded on the observation form and signed by the evaluator and the unit member. | No later than five (5) working days following The formal observation Excluding leave and illness days. |
| 2 | | | |
| 3 | e) | Optional subsequent formal observations. The unit member may, upon request, be entitled to receive up to two (2) subsequent formal observations and conferences. These are to be spaced at least three (3) weeks apart. | Optional |
| 4 | | | |
| 5 | f) | Final conference and written evaluation signed by the evaluator. | No later than 4/15 |
| 6 | g) | Final written evaluation to be signed by the unit member, with comments if desired. | No later than 4/15 |
| 7 | | | |

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

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

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

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

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

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

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

by program basis. Up to three (3) unit members for each program shall be selected by the Association.

The Department will select up to three (3) representatives.

1 ARTICLE 14 - PEER ASSISTANCE AND REVIEW

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

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

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

12 14.4 Peer Assistance and Review Joint Panel (Panel)

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

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

17 14.4.3 Unit members on the Panel will receive paid time for purposes of conducting classroom observations
18 of classroom teachers being considered for appointment as Consulting Teachers.

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

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

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

24 14.5 The Panel shall recruit and select Consulting Teachers.

25 14.5.1 In order to be eligible for selection, Consulting Teachers shall meet the following requirements:

- 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
- 14.5.1.3 Demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts
- 14.5.1.4 Ability to communicate effectively both orally and in writing
- 14.5.1.5 Ability to work cooperatively and effectively with others
- 14.5.1.6 Knowledge and understanding of the California Standards for the Teaching Profession
- 14.5.2 The Panel shall follow written procedures and criteria for recruiting and selecting Consulting Teachers and Instructional Coaches, which will be in accordance with this Article and applicable law, and will be applied in a reasonable and consistent manner. The Panel as needed may select Consulting Teachers and Instructional Coaches at any time during the school year. Consulting Teachers will be appointed to serve for a one (1) year term. Instructional Coaches will be appointed to serve for a three (3) year term. No employee may serve for more than two (2) consecutive terms as a Consulting Teacher or Instructional Coach. Following the completion of two (2) consecutive terms, a Consulting Teacher or Instructional Coach must wait one (1) year before being considered for another assignment as a consulting Teacher or Instructional Coach.
- 14.5.3 At least two (2) representatives from the Panel shall conduct at least one (1) informal classroom observation of each candidate for Consulting Teacher prior to selection. The observation may be scheduled or unscheduled at the discretion of the Panel. This observation will not be part of any evaluation process.
- 14.5.4 The Panel's selection procedures, activities, and criteria, and its judgments regarding selection of a 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 participants. This will include, but not be limited to, timelines for a completion of peer review reports

for submission to the Panel. The Consulting Teacher will provide the Evaluator with a schedule of contacts and activities related to strategies to assist the Mandatorily Referred Teacher in meeting goals that have been mutually agreed to with the Administrator on his/her Individual Performance Plan (IPP form to be developed when needed).

14.6 Model Classroom

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

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

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

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

14.7 The Panel will also perform these additional functions:

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

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

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

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

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

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

14.8 The evaluation, assessment, and recommendations of the Panel and the activity logs provided by the Consulting Teachers and Instructional Coaches shall be advisory only, for the benefit of the participating teachers and the Department, and shall in no way limit the Department's discretion or authority with regard to decisions and actions regarding the employment status of any unit member including, but not limited to, the evaluation, assignment, reassignment, transfer, promotion, demotion, discipline, layoff, or dismissal. The fact that the employee is participating in PAR will not limit or delay the Department's authority or 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.

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.

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

14.10.1 Setting and discussing performance goals with the teacher

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

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

14.10.4 Demonstrating good practice to the teacher

14.10.5 Using Department resources to assist the teacher

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

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.

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

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

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

1 14.12.2 The Evaluator will convene a meeting attended by the Consulting Teacher, the Evaluator, and the
2 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
10 in 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.

24 14.14 Compensation shall be provided as follows:

25 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.

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 15.2.1 Instructional materials in the core subject areas will include opportunities for meaningful teacher input
13 and meet California State Standards.

14 15.3 When complaints are received from citizens relative to instructional materials or methods of instruction, the
15 complaints are handled as follows:

16 15.3.1 Complaints shall be referred to the site administrator who shall review the complaint in light of the
17 objection raised.

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

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

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 automatically be registered at that level of the grievance procedure. The complainant shall not become a party to the grievance.

1 ARTICLE 16 - SAFETY

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

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

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

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

16 16.4 A Safety Committee representing all employees, including OCSEA, will monitor reported safety concerns.

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

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

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

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

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

15 17.4.1 Alternative and Special Education

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

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

20 17.4.2 Sharing Site Liaison Duties

21 17.4.2.1 Effective July 1, 2006, when the site liaison position is being shared by more than one unit
22 member, the compensation, see 17.4.1 above, shall be based on the highest daily rate of the
23 unit members sharing the assignment. This amount shall be divided equally.
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1 17.4.2.2 Duties shall be shared equitably. The shared duties shall not exceed the duties normally
2 performed by an individual site liaison.

3 17.4.2.3 Division of the assigned duties shall be mutually agreed upon by the unit members with
4 consultation of the Administrator.
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1 ARTICLE 18 - UNIT MEMBER BENEFITS

2 18.1 The Department shall provide a contribution toward the cost of the current medical, dental, vision, and life
3 insurance plans for employees and eligible dependents not to exceed the maximums listed below. Said
4 contribution will apply for the period October 1, 2021 to September 30, 2022. Department contributions to
5 the cap/maximums reflect the Department affording 100% of the premium increase for the 2021-2022 health
6 benefits plan year (October 1, 2021 – September 30, 2022). of the premium increase for 2021-2022. Any
7 changes in Department contribution shall be as a result of subsequent negotiations between the parties.

8 Blue Shield Trio ACO HMO

9 Single Employee \$ 672.03 per month
Two-Party \$1,354.39 per month
Family \$1,933.21 per month

10 Blue Shield Access + HMO

11 Single Employee \$ 827.54 per month
Two-Party \$1,680.23 per month
Family \$2,398.98 per month

12 Blue Shield PPO

13 Single Employee \$1,148.82 per month
Two-Party \$2,239.17 per month
Family \$3,363.81 per month

14 18.2 Unit members who qualify for STRS, PERS and OCERS and retire may remain in the group plan for medical
15 insurance provided they assume the cost of all premiums. Retiree participation may be based upon
16 experience-rated premiums.

17 18.3 Unit members on personal leave may remain in the group plan for medical, dental and vision insurance
18 provided they assume the full premium cost.

19 18.4 The Department shall pay premiums for part-time staff in accordance with agreed upon formulas in effect as
20 of ratification of this Agreement. No unit member working an annual contract of less than ninety (90) days
21 shall be eligible for health and welfare benefits. Health and welfare benefits eligibility may be affected if a
22 unit member revises contract days during the school year.

1 ARTICLE 19 - COMPENSATION

2 19.1 Eligible unit members shall receive a one-step movement on the appropriate salary schedule.
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1 ARTICLE 20 - COMPENSATION NARRATIVE – GENERAL

2 20.1 Placement on the Salary Schedule

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

8 20.2 Advancement on the Salary Schedule

9 20.2.1 Degree and Credential

10 20.2.1.1 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
13 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, Administrative Services or
23 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.

- 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 completed prior to October 1 will be effective September 1.
- 20.2.2.5 No more than six (6) creditable units per semester or summer school or a total of eighteen (18) units per academic year may apply toward salary. When the units per semester or summer school exceed six (6), permission must be obtained from the Assistant Superintendent, Administrative Services or designee.
- 20.2.2.6 A grade of "C" or better must be earned in all course work submitted for salary advancement. Courses taken on a pass/fail basis will be accepted with a grade of pass.
- 20.2.2.7 Salary credit for Bachelor's and Master's degrees will be allowed if the degree is earned at an institution accredited by the Regional Association of Schools and Colleges.
- 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 advancement. Such credits must be verified by the granting Local Education Agency (LEA).
- 20.2.2.9 Continuing Education Units (CEU's) are applicable for salary schedule credit subject to the following criteria:
- 20.2.2.9.1 The class must be preapproved by the Assistant Superintendent, Administrative Services or his/her designee.
- 20.2.2.9.2 A grade of C or better must be achieved for the course. Pass/fail courses are acceptable with a pass grade.
- 20.2.2.9.3 Course work must be taken from an accredited institution of higher education or an organization approved to provide course work for state licensure and submitted on an 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 required for state licensure for salary schedule credit.

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

20.2.3 Experience

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

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

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

Notwithstanding the foregoing, teachers hired in the division of Special Education Services (Special Schools) on or after July 1, 2018, shall receive up to ten (10) years of credit on a year-for-year basis, for prior full-time teaching or related ancillary experience as verified. Full time as used herein, is at least seventy-five percent of a full-time, full-year assignment.

20.2.3.4 Ancillary staff shall receive a maximum of five (5) years credit granted on a year-for-year basis for prior related experience including teaching experience when such experience directly relates to the assignment. Notwithstanding the foregoing, Audiologists and Language, Speech and Hearing Specialists shall receive a maximum of eleven (11) years credit granted on a year-for-year basis for prior related experience including teaching experience when such experience directly relates to the assignment. The Assistant Superintendent, Administrative

Services or his/her designee shall make the determination as to whether such experience qualifies for credit.

School Nurses hired on or after July 1, 2018 shall receive up to ten (10) years credit granted on a year-for-year basis for prior related experience.

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

20.2.4 Service

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

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

20.2.5 Daily Rates of Salary Schedule

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

20.2.5.2 Notwithstanding any other provision of the Agreement, unit members who are employed in ten- (10) month programs may perform substitute services in another program and be compensated on the substitute salary schedule during the period between the closing and opening date of the program calendar of the member's program assignment. Such

1 employment shall not preempt the rights of any other unit member nor the rights of a laid-off
2 member.

3 20.2.5.3 Part-time unit members shall receive salary based on the salary schedule appropriate for the
4 assignment. Part-time unit members working less than the full professional day shall have
5 salary calculated as a percentage of the daily rate.

6 20.2.6 Maintenance of Credentials

7 20.2.6.1 Unit members must maintain the appropriate credentials, permits, and certificates which
8 entitled them to the previous year's salary schedule placement and shall register all current
9 credentials, permits and certificates with the Department's Credentials Section.

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

2 21.1 Unit Members Base Year 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, 200, 205 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 21.1.2 The annual contract options for teachers and ancillary staff in Alternative Education are:

11 21.1.2.1 Alternative Education: 195, 216, 225 days;

12 21.1.2.2 Community Home Education Program: 194 days;

13 21.1.2.3 Pacific Coast High School: 194 days; and

14 21.1.2.4 Sunburst Academy: 225 days.

15 21.1.3 In special cases, unit members may be granted a contract other than specified if they establish good
16 and sufficient reasons as determined by the Department. Applications for such contracts will be made
17 through the supervisor and submitted to the Assistant Superintendent, Administrative Services or
18 his/her designee in writing for final approval. All policy provisions will remain applicable.

19 21.2 Anniversary Increment

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

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

21.3 Extra Service and Extra Curricular Assignments

21.3.1 Deaf and Hard of Hearing Program

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

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

21.3.1.3 Compensation will be in accordance with Article 21.3.2.

21.3.2 Alternative and Special Education

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

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

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

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.

1 21.3.3 Hourly Rate

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

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

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

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

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

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

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

APPENDIX A

Grievance Forms – Levels 1, 2, 3, 4

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ORANGE COUNTY DEPARTMENT OF EDUCATION

GRIEVANCE PROCEDURE FORM – LEVEL 1
(Grievant's Initial Submission of Grievance to Immediate Supervisor)
Classified and Certificated

Date: _____

Name of Grievant (Last, First, Middle): _____

Signature of Grievant: _____

School/Work Location: _____

Assignment: _____

Name of Representative, if any: _____

Name of Immediate Supervisor: _____

Date Alleged Grievance Occurred: _____

Provision(s) of the Agreement alleged to have been violated: (State the section number(s), page number(s), and line number(s) of the Agreement which is alleged to have been violated.)

Specific Grounds of the Grievance: (Describe the specific grounds of the grievance, including provision(s) of the Agreement alleged to have been violated; how the grievant is adversely affected by the alleged violation, and the names, dates and places necessary for a complete understanding of the grievance. Additional pages may be attached to each copy of this form if more space is required.)

Reasons Proposed Resolution is Unacceptable: (State the specific reasons why the immediate supervisor's proposed resolution of the grievance at the informal level is unacceptable.)

Action(s) Requested to Resolve the Grievance: (State the specific action(s) requested of the Department which is expressly provided for in the Agreement and which will resolve the grievance.)

ORANGE COUNTY DEPARTMENT OF EDUCATION

GRIEVANCE PROCEDURE FORM – LEVEL 2

(Grievant's Appeal to Cabinet Representative)

Classified and Certificated

Date: _____

Name of Grievant (Last, First, Middle): _____

Signature of Grievant: _____

School/Work Location: _____

Assignment: _____

Status: _____

Name of Representative, if any: _____

Reasons Proposed Resolution is Unacceptable: (State the specific reasons why the immediate supervisor's proposed resolution of the grievance at Level 1 is unacceptable.)

Actions Requested to Resolve the Grievance: (State the specific action(s) requested of the Department which is expressly provided for in the Agreement and which will resolve the grievance.)

Original: Cabinet Representative

Copy: Immediate Supervisor, Human Resources

ORANGE COUNTY DEPARTMENT OF EDUCATION

GRIEVANCE PROCEDURE FORM – LEVEL 3
(Grievant's Appeal to Deputy Superintendent)
Certificated

Date: _____

Name of Grievant (Last, First, Middle): _____

Signature of Grievant: _____

School/Work Location: _____

Assignment: _____

Status: _____

Name of Representative, if any: _____

Reasons Proposed Resolution is Unacceptable: (State the specific reasons why the Cabinet Representative's proposed resolution of the grievance at Level 2 is unacceptable.)

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Actions Requested to Resolve the Grievance: (State the specific action(s) requested of the Department which is expressly provided for in the Agreement and which will resolve the grievance.)

ORANGE COUNTY DEPARTMENT OF EDUCATION

GRIEVANCE PROCEDURE FORM – LEVEL 4
(Grievant's Appeal to Superintendent)
Certificated

Date: _____

Name of Grievant (Last, First, Middle): _____

Signature of Grievant: _____

School/Work Location: _____

Assignment: _____

Status: _____

Name of Representative, if any: _____

Reasons Proposed Resolution is Unacceptable: (State the specific reasons why the Deputy Superintendent's proposed resolution of the grievance at Level 3 is unacceptable.)

Actions Requested to Resolve the Grievance: (State the specific action(s) requested of the Department which is expressly provided for in the Agreement and which will resolve the grievance.)

APPENDIX B

Salary Schedules TA1, TA1A, TA3

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APPENDIX C

Function/Duties of Site Liaison, Alternative Education

Function/Duties of Site Liaison, Community Home Education Program

Function/Duties of Site Liaison, Special Schools

Site Liaison, Alternative Education

Function/Duties

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

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

Site Liaison, Community Home Education Program

Function/Duties

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

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

Site Liaison, Special Schools

Function/Duties

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

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

APPENDIX D

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GRIEVANCE ANNOTATIONS 2011-2012 through Fiscal Year 2014-2015

Level	Subject	Date	Outcome	Comments
1	185/195 MOU	8.10.2011	Settled	7 employees filed same grievance
2	185/195 MOU	9.2.2011	Settled	
2	Work Hours	11.3.2011	Settled	
2	Reemployment	5.31.2012	Settled	
2	Reemployment	5.31.2012	Settled	
2	ADA/Roster Size	5.23.2012	Settled	

ARTICLE 11.7

APPENDIX E

OCDE/OCSEA Tentative Agreement

Amended Tentative Agreement 02.20.2019

The parties agree to a two-year agreement effective July 1, 2018, through June 30, 2020, with the following:

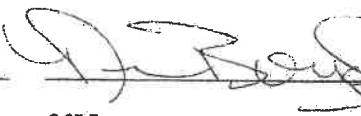
2018-19 school year:

- 3.5% on schedule salary increase, effective July 1, 2018.
- Department will pick up 50% of the 2018-19 monthly premium increase for health benefits retroactive to October 1, 2018, and will adjust cap accordingly
- New school nurses and Special Education Services (Special Schools) teachers being granted up to ten years of credit on a year for year basis, based upon previous, verified experience

2019-20 school year:

- 3% on schedule salary increase, effective July 1, 2019.
- Department will pick up 50% of the 2019-20 monthly premium increase for health benefits effective October 1, 2019, and will adjust cap accordingly

The two-year agreement includes extending the current contract through June 30, 2020. It is agreed there will be no re-openers until negotiations begin for the 2020-21 contract agreement.

 3/8/2019  3/8/2019
OCSEA Date OCDE Date

Marlene Simmons, President

Nina Boyd, Associate Superintendent