

**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES**  
**ORCUTT UNION SCHOOL DISTRICT**

**AND**

**ORCUTT EDUCATORS ASSOCIATION**

**A Chartered Chapter of the**  
**California Teachers Association**  
**and an Affiliated Chapter of**  
**National Education Association**

*Effective July 1, 2015 through June 30, 2018*

***Updated [DATE]***  
***DRAFT: SEPTEMBER 5, 2017***

**AGREEMENT  
Between  
Orcutt Union School District  
And  
Orcutt Educators Association**

The signatures which follow indicate that the Agreement which follows has been adopted by the employer and ratified by the bargaining unit.

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**Monique Segura**  
President  
Orcutt Educators Association

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**Date**

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**Dr. Deborah Blow**  
Superintendent  
Orcutt Union School District

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**Date**

# TABLE OF CONTENTS

ARTICLE I DESIGNATION OF PARTIES AND AGREEMENT .....	1
ARTICLE II TERM .....	2
ARTICLE III ACADEMIC FREEDOM .....	3
ARTICLE IV GRIEVANCE PROCEDURE .....	4
ARTICLE V TRANSFERS AND REASSIGNMENT .....	8
ARTICLE VI EVALUATION PROCEDURE .....	18
ARTICLE VII LEAVES.....	22
ARTICLE VIII CLASS SIZE .....	33
ARTICLE IX WORKING DAYS AND HOURS .....	37
ARTICLE X COMPENSATION .....	44
ARTICLE XI SUMMER SCHOOL.....	46
ARTICLE XII ORGANIZATIONAL RIGHTS .....	48
ARTICLE XIII PROFESSIONAL DUES.....	49
ARTICLE XIV PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT...52	
ARTICLE XV SHARED CONTRACT .....	55
ARTICLE XVI PUBLIC COMPLAINTS .....	56
ARTICLE XVII SAVINGS PROVISION .....	58
ARTICLE XVIII PEER ASSISTANCE AND REVIEW (PARTners) .....	59
ARTICLE XIX SAFETY .....	64
ARTICLE XX EARLY RETIREMENT .....	66
ARTICLE XXI CONCERTED ACTIVITIES.....	71
ARTICLE XXII COMPLETION OF MEET AND NEGOTIATE.....	72
Appendix A – 4152 (a) PERSONNEL SABBATICAL LEAVE REGULATIONS SABBATICAL LEAVE.....	74

Appendix B ORCUTT UNION SCHOOL DISTRICT 2016/17 Teachers' Salary Schedule .....	81
Appendix B2 – Teachers' Salary Schedule.....	82
Appendix B3 – Stipends Teachers' Salary Schedule.....	84
Appendix C 2017-2020 Class Size Memorandum of Understanding ....	87
Appendix D 2017-2018 Health Benefits Memorandum of Understanding .....	88

# ARTICLE I

## DESIGNATION OF PARTIES AND AGREEMENT

This Agreement is made and entered into this 13<sup>th</sup> day of May 2015 between the Orcutt Union School District (hereinafter referred to as "District") and the Orcutt Educators Association, a chartered chapter of the California Teachers Association and an affiliated chapter of the National Education Association (hereinafter referred to as "Association"). The District confirms its recognition of the Association as the exclusive representative of all certificated employees (excluding management, supervisory, confidential and substitute employees) who are full or part time permanent, probationary and temporary employees and those certificated employees in a position that is otherwise a part of the unit who are participating in the one-half retirement program as spelled out in Education Section 44922. This includes charter teachers pursuant to PERB Ruling case number LA-UM-829-E. All certificated employees under this agreement shall be subject to Education Code for purposes including but not limited to probationary and permanent status, discipline, reduction in force and dismissal.

The Charter will maintain a seniority list separate from all other certificated district employees. Further, after completing their second year at the Charter, non-charter, certificated employees who transfer into the Charter will relinquish their position on the non-charter certificated seniority list and will be reestablished on the Charter seniority list. All Bargaining Unit Members who transfer into or out of a Charter position shall retain their seniority based on their first date of service to the District.

## ARTICLE II

### TERM

Except as otherwise indicated, this Agreement shall become effective when ratified by both Parties. The term of this Agreement is from July 1, 2015 through June 30, 2018 when it shall terminate. The Parties agree to reopeners in the 2016-2017 and 2017-2018 school years regarding Article X, Compensation, and four (4) additional articles, two per party. This agreement shall not be extended beyond June 30, 2018 except by written consent of both parties.

# ARTICLE III

## ACADEMIC FREEDOM

1. The personal life of a unit member is not an appropriate concern of the Board except as it may directly prevent the unit member from performing properly his/her assigned functions during the workday.
2. Unit members shall be entitled to full rights of citizenship, and no religious or political activities of any unit member or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such member, providing said activities do not violate any local, state or federal laws.
3. The unit member must be free to think and to express ideas, free to select and employ materials and methods of instruction within the District's curriculum framework, free from undue pressures of authority, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it is in concert with established community standards and promotes the free exercise of intelligence and student learning.
4. Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:
  - A. An understanding of our democratic traditions and methods.
  - B. A concern for the welfare, growth, maturity and development of children.
  - C. The use of accepted scholastic methods.
  - D. Application of good taste and judgment in selecting and employing materials and methods of instruction.

# ARTICLE IV

## GRIEVANCE PROCEDURE

### 1. Definition of Terms

- A. "Grievance" - an allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of the specific provisions of this Agreement.
- B. "Grievant" - the Association or an individual employee in the bargaining unit covered by the terms of this Agreement who alleges a grievance.
- C. "Day" - a day in which the central administrative offices of the District are open for business, exclusive of the Christmas recess and Easter recess.
- D. "Immediate Supervisor" - the supervising administrator having immediate jurisdiction over the grievant.

### 2. Procedures

#### A. Informal Stage

Before filing a formal grievance, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

#### B. Level One

If an informal settlement has not been effected, the informal grievance may be converted to a formal grievance by presenting the grievance in writing to the immediate supervisor no later than twenty (20) days after the occurrence of the act or omission giving rise to the grievance. The written grievance shall include statements indicating:

- (1) How the individual employee was adversely affected;
- (2) The specific section of the contract allegedly violated;
- (3) The specific remedy sought by the employee to resolve the grievance.

The immediate supervisor shall communicate his/her decision, or notice of taking an extension, to the grievant in writing within ten (10) days after receiving the grievance. The immediate supervisor may, for good and valid reasons, take an extension of five (5) days to render a decision. If the administrator does not respond within the time limits, the grievant may appeal to the next level. A conference shall be held within the above time limits at the written request of either the grievant or the immediate supervisor.

C. Level Two

If the grievance is not resolved at Level One to the satisfaction of the grievant, he/she may, within ten (10) days of receiving the decision, appeal to the Superintendent for a decision. The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent may:

- (1) Make a decision on the grievance, relying entirely on the evidence and information developed in Level One;
- (2) Take a testimony on the grievance;
- (3) Require further information be developed at Level One of the grievance procedure.

The Superintendent shall communicate his decision or notice of taking an extension to the grievant within ten (10) days after receiving the grievance. The Superintendent may, for good and valid reasons, take an extension of five (5) days to render a decision. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level. A

conference shall be held within the above time limits at the request of either the grievant or the immediate supervisor.

D. Level Three

If the grievance is not resolved at Level Two to the satisfaction of the grievant, he/she may, within ten (10) days of receiving the decision, ask the Board of Trustees to make a determination. Prior to the matter going to the Board, either the Superintendent or the grievant may request that the parties meet with a mediator, mutually agreed upon by the District and the Association, from the State Office of Mediation and Conciliation in an effort to resolve the grievance. If the parties are not able to reach a mutually acceptable solution as a result of mediation, then the matter shall proceed to the Board for final resolution. The Board of Trustees may:

- (1) Make a final determination on the grievance, relying entirely on the evidence and information developed in Levels One or Two;
- (2) Take testimony on the grievance; or
- (3) Require further information be developed at one (1) or more levels of the grievance procedure.

The Board of Trustees shall make a final determination of the grievance within fifteen (15) days of receipt of the appeal or conclusion of mediation, if used.

The Board of Trustees is the final step in the grievance procedure.

3. Miscellaneous

- A. Should an individual grievant choose to pursue a grievance without the intervention of the exclusive representative, then, prior to any final resolution of the grievance at any level, the District shall convey a copy of the grievance and its proposed resolution to the exclusive representative and shall allow the exclusive representative seven (7) days to comment thereon. Nothing herein

shall be construed to limit the right of a bargaining unit member to be represented by the Association.

- B. Any settlement of a grievance shall be applicable to that grievance only. It shall be considered but shall not be binding authority for the disposition of any similar grievance.
- C. By mutual agreement of the District and the Association, and with the consent of all the grievants, two or more similar grievances may be processed together.
- D. Nothing in this article shall be construed as affecting legal redress otherwise available to the parties upon completion of the grievance procedure.
- E. Any records pertaining to an individual's grievance shall be kept in a file separate from the grievant's official personnel file and there shall be authorized access to this file.
- F. No punitive action shall be taken against a unit member for processing or assisting in the processing of a grievance at any level.
- G. The timelines provided in this grievance procedure may be extended or shortened by mutual written agreement.

# ARTICLE V

## TRANSFERS AND REASSIGNMENT

### 1. Definitions

- A. Transfer - the assignment, either voluntary or involuntary, of a bargaining unit member from one school site to another school site.
- B. Reassignment - the assignment, either voluntary or involuntary, of a bargaining unit member within a school site to another grade level or subject area.
- C. Relocation - the assignment, either voluntary or involuntary, within a school site, from one classroom to another.
- D. Voluntary Transfer/Reassignment/Relocation - A transfer / reassignment / relocation which is initiated by the bargaining unit member based on completion of the District supplied form and approved by the District.
- E. Involuntary Transfer/Reassignment/Relocation - A transfer / reassignment/ relocation of a bargaining unit member which is initiated by the District.
- F. Vacancy/Opening - A bargaining unit position that the District intends to fill that was caused by a resignation, leave of more than a year, retirement, transfer, reassignment or is a newly created position. A vacancy occurring within one week of the academic year and during that year, shall be deemed to be open at the beginning of the next school year. An open position shall not be deemed a vacancy if it is to be filled by a bargaining unit member returning from leave, a bargaining unit member being rehired after layoff, a bargaining unit member being involuntarily reassigned, a bargaining unit member being involuntarily transferred, or a bargaining unit member returning from a shared contract.

- G. Seniority - Seniority for this article only is defined as the bargaining unit member's initial date of service as a probationary employee. Bargaining unit members with the same initial date of service shall have their seniority determined by lot. The lottery shall be conducted in the presence of a representative selected by OEA president. Once the lottery is used to determine a bargaining unit member's seniority, that seniority shall remain in effect while in service of the District. If a bargaining unit member is assigned by the District to a non-bargaining unit administrative position and does not remain in the bargaining unit, that bargaining unit member does not accrue seniority for the purposes of the Article while working on such an assignment.
- H. Release Time - Paid time where the bargaining unit member is relieved of his/her regular assignment for purposes of moving and preparing for the new assignment scheduled at a mutually agreed upon time between the bargaining unit member and the site administrator.

2. Voluntary Reassignment

The District shall first attempt to fill a vacancy by voluntary reassignment.

Reassignment may be initiated by a bargaining unit member(s).

A bargaining unit member may request a reassignment to take effect at the beginning of the next school year. The request shall be submitted to the site supervisor on the District's form. At the bargaining unit member's discretion, the bargaining unit member may submit a copy of the form to the Association.

- A. A bargaining unit member's request for reassignment shall be made no later than April 15th of the school year preceding the effective date.
- B. The following factors shall be considered in determining qualification:

1. Degree(s) applicable to the position.
2. State certification appropriate to the position.
3. Teaching experience at grade levels K-3, 4-6, 7-8.
4. Teaching experience in the subject area.
5. Skills and individual capabilities necessary for the position.

All applicants for reassignment will be granted an interview. The site supervisor will conduct the interview. The site supervisor shall determine qualification for the position based on consideration of the stated factors outlined in Section 2B. Site seniority will be the determining factor when two or more equally qualified candidates request reassignment to the same position.

- C. Rejected applicants, upon written request, shall be provided with the specific reasons for the denial in writing within one week of the receipt of the written request.
- D. Notice of known positions open for reassignment shall be posted for at least ten (10) working days prior to April 15th, in a place that is directly accessible to each bargaining unit member within that site and posted on the school's website. Such notices shall include the position description, grade level or subject matter, and any other qualifications particular to the position. As positions open for reassignment after April 15th and prior to one week before the opening of school, the District shall notify by email those bargaining unit members who have requested reassignment and provided an email address.
- E. No interviews will be conducted prior to the announced closing date for

applications for the position. No reassignments shall be made until after the closing date for application.

3. Involuntary Reassignment

- A. Site supervisors reserve the right to make involuntary reassignments for openings occurring within one week prior to or during the initial two weeks of the academic year to accommodate enrollment adjustments. Site supervisors further reserve the right to make involuntary reassignment at any time based exclusively on the legitimate, educationally related needs of the students.
- B. Notice of reassignment shall be in writing.
- C. Upon request, bargaining unit members shall be given the specific reasons for an involuntary reassignment, and, if the member desires it, the reasons in writing, with an opportunity for the member to comment on the involuntary reassignment. Such writing shall be placed in the member's personnel file.
- D. When involuntary reassignments are administratively decided upon during the summer months, the bargaining unit member shall be notified as soon as practical.
- E. If an involuntary reassignment occurs after school opens, the member shall be given at least five (5) working days notice before the actual reassignment occurs, except during the first week of school when notice will be two (2) working days.
- F. Involuntary reassignments necessitating teaching beyond an issued credential are discouraged. However, when an involuntary reassignment

results in the necessity of teaching beyond an issued credential, the site administrator and bargaining unit member, at the bargaining unit member's request, shall develop a mutually agreed upon plan for transition to the new assignment.

4. Voluntary Transfer

- A. The District shall periodically post a list of vacancies for which bargaining unit members may request a transfer in writing on the District form with a copy sent to the Superintendent or his designee. At the bargaining unit member's discretion, the bargaining unit member may submit a copy of the form to the Association. Such request will remain in effect until withdrawn by the employee or until commencement of the new academic year. Notices shall be posted for at least seven (7) days on a bulletin board in each building and on the District's website and the position shall not be filled prior to the closing date for applications.
- B. The District shall post all vacancies of which it has knowledge by May 1<sup>st</sup> and update the list of vacancies once a week thereafter during the month of May, and, insofar as possible, screen and consider bargaining unit members prior to the end of the academic year. A position that is determined to be vacant on or after June 1<sup>st</sup> may be filled without notice. A post June 1<sup>st</sup> vacancy filled by a temporary employee shall be posted in the year subsequent to the temporary year of employment.
- C. Notices shall be posted as soon as the District determines that a vacancy exists and shall include the grade level or subject matter assignment, and other requirements peculiar to the position being sought.

1. Copies of all notices shall be mailed to the Association at the same time as they are posted.
- D. The following factors shall be considered in determining qualification:
1. Degree(s) applicable to the position.
  2. State certification appropriate to the position.
  3. Teaching experience at grade levels K-3, 4-6, 7-8.
  4. Teaching experience in the subject area.
  5. Skills and individual capabilities necessary for the position.
- E. All applicants for transfer will be granted an interview. The supervisor will conduct the interview. The supervisor shall determine qualification for the position based on consideration of the stated factors outlined in Section 2B. Seniority will be the determining factor when two or more equally qualified candidates request reassignment to the same position.
- F. All applicants will be notified as to the date and time of the interview.
- G. No interviews shall be conducted prior to the announced closing date for applications. No transfers to fill the vacancies shall be made until after the closing date.
- H. Members who wish to be considered for vacancies during the summer shall apply to the Superintendent or his designee prior to the end of the academic year. As vacancies occur in the District during the course of the summer, the District shall make a reasonable attempt to notify bargaining unit members who requested transfers in person or by mail and posting on the District's website. As vacancies occur in the District during the course of the summer, the District shall notify by email bargaining unit members

who have requested transfers and provided an email address.

- I. If a voluntary transfer is denied, the bargaining unit member will be notified in writing within ten (10) days of the decision, and, if requested, will be provided written reasons for the decision.
- J. Within one (1) week prior to the opening of school and for two (2) weeks after the opening of school, no notification or consideration of voluntary transfer applications need take place.

5. Involuntary Transfers

- A. The District may, at any time, and after due consideration with the bargaining unit member, transfer the member of the bargaining unit. Notice of transfer shall be in writing. However, bargaining unit members may not be transferred for disciplinary reasons nor for engaging in lawful Association activity. A site supervisor may initiate a transfer of members by submitting a written request to the Superintendent or his designee. The final decision regarding involuntary transfer requests rests with the Superintendent or his designee.
- B. Upon request, bargaining unit members shall be given the specific reasons for an involuntary transfer, and, if the member desires it, the reasons in writing, with an opportunity for the member to comment on the involuntary transfer. Such writing shall be placed in the member's personnel file if requested by the bargaining unit member. If a bargaining unit member who is being involuntarily transferred applies for a District vacancy, the member shall be granted an interview by the Principal of the school site having the vacancy.

- C. When involuntary transfers are administratively decided upon during the summer months, the bargaining unit member shall be notified as soon as reasonably possible. If an involuntary transfer occurs after school opens, the member shall be given at least five (5) working days notice before the actual transfer occurs, except during the first week of school when notice will be two (2) working days.

6. Inter-Site Exchange

Any two (2) members of the bargaining unit may apply through the Office of Educational Services to exchange positions, provided that:

- A. Both bargaining unit members have achieved permanent status in the District;
- B. Each receiving principal is in concurrence with the request; and
- C. The exchanging teachers are qualified for the positions. When two (2) members of the bargaining unit exchange positions utilizing the procedures of the Inter-Site Transfer Exchange, no vacancies or transfer is involved.

7. Miscellaneous

- A. When a bargaining unit member has been transferred or reassigned for any reason to fill a vacancy that occurred during the academic year at an elementary site, a minimum of two (2) working days release time, with pay, or substitute teacher assistance shall be granted to move and/or prepare for the new assignment. If a bargaining unit member is transferred or reassigned to fill a vacancy that occurred during the academic year at a junior high school site, the bargaining unit member shall be granted a

minimum of two (2) working days release time, with pay, or substitute teacher assistance to prepare for the new assignment if the new assignment is for three class periods or more. If the new assignment is for less than three class periods and the bargaining unit member so requests, the release time, with pay, or substitute teacher assistance shall be for one (1) working day. If notice of transfer or reassignment is not given until the preschool in-service, the bargaining unit member will be released two (2) days or granted two (2) days substitute teacher assistance during the first two (2) weeks of the teaching year. The District agrees to provide assistance for the moving of instructional materials to the new school site or room. A bargaining unit member may choose to not accept release time or substitute teacher assistance and instead be paid for one additional work day at the bargaining unit member's daily rate of pay if moving and preparation for the new assignment is done during non-working hours or use the release time set forth above on day(s) mutually agreed upon between the site administrator and the bargaining unit member within 20 working days of the effective date of the transfer and/or reassignment.

- B. When the bargaining unit member is transferred to a site where classroom materials have been preordered by an individual teacher, the member being transferred will have the opportunity to order his/her own classroom supplies and shall receive equitable budget and buyout consideration.
- C. When a bargaining unit member is relocated during the academic year, a two (2) working day release time, with pay, or two (2) days of substitute teacher assistance shall be granted to move and prepare for the new

assignment.

- D. Bargaining unit members will be notified of tentative assignment by May 15. It is expressly understood that assignments noticed by May 15 are tentative and subject to change.
- E. A vacancy filled by an outside hire after August 1st shall be treated as a vacancy for the following school year.

# ARTICLE VI

## EVALUATION PROCEDURE

### INTRODUCTION

The intent of evaluation is to maintain and improve the quality of education.

Observation, evaluation and assessment of unit members may involve more than one evaluator. However, one (1) person shall be designated by the Superintendent as the evaluator with responsibility for completing all documentation and submitting a copy thereof to the evaluatee.

### EVALUATION PROCEDURE

- A. Every provisional, emergency, temporary, and probationary certificated unit member will be evaluated in writing at least once each school year.
- B. Every permanent certificated unit member not designated as a “highly qualified teacher,” shall be evaluated on a continuing basis in writing at least every other year. Permanent certificated unit members who have served at least ten (10) years in the Orcutt Union School District and are designated as a “highly qualified teacher” may be evaluated at least every three years if they have received an overall “satisfactory” rating in all past evaluations. The three year evaluation period shall only occur with the mutual consent of both evaluator and evaluatee and either party may withdraw their consent at any time.
- C. By September 20<sup>th</sup> in a year when evaluation is to take place, the primary evaluator shall provide to the evaluatee the Evaluation Checklist (Form A), the Certificated Teacher Evaluation (Form B) and the Certificated Education Goals (Form C) upon which the evaluation will be based. By October 15<sup>th</sup>, the evaluatee shall submit his/her Certificated Educational Goals (Form C) that includes two professional

performance goals based on the California Standards for the Teaching Profession (CTSP) to his/her evaluator to help insure continued professional growth. The evaluator will approve the goals after reaching mutual agreement on their content. In the event mutual consent cannot be reached on the goals, the evaluator shall inform the evaluatee, in writing, of the goals upon which the evaluation will be based. If the evaluatee does not concur with said goals, he/she may submit a written statement indicating why the evaluator's goals are not appropriate for his/her class or assignment. The evaluatee's statement as described herein shall become part of the official evaluation documentation.

- D. Evaluation is a continuous, ongoing process wherein the primary evaluator observes the performance and effectiveness of his/her designated evaluatees. The evaluator's comments, positive and negative, will generally be shared verbally with the evaluatees; however, they may also be shared in an informal written memo form.
- E. Evaluation shall include at least one formal observation, completed by the last working day in January, preceded by a conference in which the evaluator and the unit member shall review the focus of the observation. The principal may request or the teacher may voluntarily complete the Pre-Conference Observation Form (D) or the Lesson Design Form (E) to facilitate this conference. The conference shall take place at least one day in advance of the observation and shall be documented on Form A or Form F. The evaluator will share results of the observation with the teacher within two weeks. Any certificated member may, upon request, be entitled to a subsequent observation, and conference. After this subsequent observation or at any other time during the year, if an evaluator or evaluatee feels the certificated

member may receive a “Needs Improvement” or “Unsatisfactory” on any standard One through Five of the Certificated Teacher Evaluation Form at the end of the year, the evaluator shall notify the evaluatee in writing, and a Professional Development Plan (PDP), Form G, may be completed by the evaluator and shared with the certificated member within two weeks of the subsequent observation or when the need arises. Nothing in this section shall prevent the evaluatee from receiving a “Needs Improvement” or “Unsatisfactory” evaluation on their final evaluation. If the PAR program is active, any certificated member, as cited above, may also request voluntary placement in PAR.

- F. Not later than thirty (30) days prior to the end of the student school year during which evaluation is taking place, the evaluator will complete the Certificated Evaluation Form (Form B) and transmit the completed form to the evaluatee. By this same date, the evaluator will also evaluate, in writing, the Certificated Educational Goals (Form C) and transmit same to the evaluatee.

A meeting shall be held between the evaluator and the unit member to discuss the evaluation. This meeting must also occur not later than 30 days prior to the end of the student school year. Prior to the completion of the evaluation, the unit member will be invited to provide input regarding the evaluation.

- G. In the event that the PAR program is active and a permanent unit member receives an overall “Needs Improvement” performance evaluation by the evaluator, that unit member shall participate in the District’s Peer Assistance Review Program. For the purpose of referral to the PAR Program, the overall “Needs Improvement” evaluation shall contain an unsatisfactory rating in at least one of the standards, One through Five, of the Certificated Teacher Evaluation form. An Overall

Performance rating of—"Needs Improvement" shall not be given unless the evaluation contains at least two "Needs Improvement" ratings on the Certificated Teacher Evaluation form.

- H. The unit member shall have the right to initiate a written response to the evaluation. Such responses shall become permanent attachments to the evaluation and be placed in the unit member's personnel file.
- I. In the event a unit member receives a "Needs Improvement" in any one of the Standards, One through Five, of the Certificated Teacher Evaluation form, specific recommendations for improvement shall be made on the (Form G) Professional Development Plan (PDP) within 30 days following the unit member's receipt of the evaluation. (Form B). If there is a recommendation for classroom/school visitations, release time will be provided.
- J. Any formal classroom observation by someone other than the primary evaluator shall be preceded by a pre-observation conference in accordance with "E" above. Should observations of unit members be required for participants in Administrative Training Programs (ATP), volunteers shall be secured by the participants themselves. Observation information gathered by ATP participants shall only be shared with the teacher being observed.
- K. The certificated evaluation rubric is to be used as a guide by all evaluators when evaluating teachers.
- L. If the Unit Member receives an overall "Needs Improvement" or "Unsatisfactory" performance Evaluation, and if PAR is not active, the District agrees to provide a mentor for up to 20 hours. The Unit Member will work cooperatively with the mentor.

# ARTICLE VII

## LEAVES

1. For the purpose of this Article, members of the immediate family are the husband, wife, mother, father, sister, step sister, half sister, brother, step brother, half brother, son, daughter, mother-in-law, father in-law, grandfather, grandmother, spouses's grandfather, spouse's grandmother, son-in-law, daughter-in-law, grandchild, stepmother, stepfather, stepson, stepdaughter, foster son, foster daughter, brother in-law, sister-in-law or any relative of either spouse living in the immediate household of the family, or any other person for whom the employee is legally responsible.
2. **Illness or Injury Leave**
  - A. Each unit member employed five (5) days a week shall be entitled to ten (10) days paid leave of absence for illness or injury. Unit members employed for less than five (5) days a week shall be entitled to that proportion of ten (10) days as the number of days he/she is employed per week bears to five (5).
  - B. Except as specified in Article XI, unused sick leave shall accrue from school year to school year.
  - C. The District shall notify each unit member by October 1st of each school year of the number of accumulated unused illness or injury days credited to the unit member, including the current year's entitlement.
  - D. Upon return from absence for illness or injury, the unit member shall complete a written district verification form verifying that absence was due to illness or injury.

- E. Members of the bargaining unit may be required to submit to medical examination(s) by District appointed physician(s) at District expense at the discretion of the District.
- F. Absences for a portion of the day shall be accounted for in a minimum of one-half (1/2) day increments.
- G. Any bargaining unit member who extends a paid leave to an unpaid leave shall have the option to continue his/her health benefits at his/her own expense, if permitted by insurance carrier.
- H. Bargaining unit members with prior service in another California school district shall have illness or injury leave credit transferred to the District in accordance with Education Code section 44979.
- I. Effective January 1, 2000, with the implementation of AB 109, a bargaining unit member may annually use accrued and available sick leave in an amount equal to one half of the unit members annual entitlement to attend to an illness of a child, parent or spouse of the unit member.

**3. Personal Necessity Leave**

- A. Any days of leave of absence for illness or injury under Section 2 of this Article may be used by the unit member for personal necessity not in excess of seven (7) days in any school year. The days allowed shall be deducted from and may not exceed the number of accumulated illness or injury leave to which the unit member is entitled.
- B. Personal necessity leave is limited to the following:
  - 1. The death of a member of a unit member's immediate family when additional leave is required beyond that provided in Section 4 of this Article.

2. The serious illness of a member of the unit member's immediate family.
3. An accident or illness involving a unit member's person or property or the person or property of a member of his/her immediate family.
4. An appearance of the unit member in Court as a litigant or as a witness or in response to an official order from other governmental jurisdiction for reasons brought about through the connivance or misconduct of the unit member.
5. The birth of a child, and/or the day the mother and/or the child leave the hospital, making it necessary for a unit member who is the father of the child, to be absent from his position during assigned hours of service, or, in the case of adopting a child, the day when the child is to the unit member's custody.
6. Imminent danger to the home of a unit member occasioned by a factor such as flood or fire, serious in nature which under the circumstances the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during his assigned hours of service.
7. Personal business that cannot be transacted outside of assigned working hours. Up to five days, no more than two to be used consecutively, may be used for this purpose without giving a reason except for verifying by signing the Employee Absence Report that the days were not used for the primary purpose of extending a holiday, vacation or weekend or for recreational or association activities.
8. Parental leave to care for his/her child after the birth or adoption of the child.

9. Observance of a religious (holy) day of a recognized religion.
  - C. Except when personal necessity is used for those reasons specified in B.1, B.2, B.3, B.5, and B.6, advance permission to take personal necessity leave must be sought from the immediate supervisor, unless emergency conditions exist.
  - D. In all cases, payment shall not be made for days of personal necessity leave taken until the unit member submits a written verification form to the member's immediate supervisor and the member's supervisor approves it.
  - E. Personal necessity leave shall not be utilized during another leave of absence.
  - F. When personal necessity leave is used for purposes of being a witness the pay is the difference between the member's regular earnings and any amount received as witness fees.
4. **Bereavement Leave**

Each unit member shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. This leave shall be for a maximum of five (5) days.
  5. **Sabbatical Leave**

Sabbatical leaves may be granted at the discretion of the Board of Trustees to eligible unit members pursuant to procedures outlined in District policy and included as Appendix A to this Agreement. (Admin. Procedure 4152.1[a]).
  6. **Military Leave**

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
  7. **Jury and Official Appearance Leave**

Unit members regularly called for jury duty, or who appear 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 unit member, shall be granted a leave of absence. Upon receiving notification of a judicial or official appearance request, the unit member shall inform his/her immediate administrator. The leave of absence shall be with pay up to the amount of the difference between regular earnings and any amount received for jury or witness fees. Any identified mileage payment shall be returned to the unit member.

**8. Industrial Accident and Illness Leave**

In addition to any other benefits that unit member may be entitled to under the Worker's Compensation laws of this State, unit members shall be entitled to the following benefits:

- A. A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave overlaps a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- B. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of his State, exceed the normal wage for the day.
- C. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may be used. If, however, a unit member is still receiving

temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of benefits under this section, he/she will be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- D. Whenever a unit member on industrial accident or illness leave is able to return to work, that unit member shall be reinstated without loss in pay or benefits.

**9. Extended Illness or Accident Leave**

When a unit member is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence. If no substitute employee is employed, the amount deducted shall be that which would have been paid to the substitute had one been employed. For these purposes the amount deducted shall be based upon the District's adopted substitute teacher schedule.

The five (5) month period shall run consecutively to illness or injury leave including accumulated illness or injury leave. A bargaining unit member shall not be provided more than one (1) five (5) month period per illness or accident. If a school year terminates before the five (5) month period is exhausted, the unit member may take the balance of the five (5) month period in the subsequent school year. When all available sick leave, including accumulated sick leave, has been exhausted and the unit member continues to be absent on account of illness or accident beyond the

five (5) month period, and the unit member is not medically able to resume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the unit member is on probationary status, or for a period of 39 months if the unit member is on permanent status. When the unit member is medically able, during the 24- or 39-month period, the unit member shall be returned to employment in a position for which the unit member is credentialed and qualified. The 24- or 39-month period shall commence at the expiration of the five (5) month period.

10. **Unpaid Personal Leave**

A unit member may request a personal leave of absence, without compensation, for reasons of study, family hardship, extended health rehabilitation, or other reasons. A unit member seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of requested leave.

- A. For personal absences of five (5) working days or less, the employee shall submit the request described herein to the Superintendent not less than ten (10) working days prior to the beginning date of the leave unless knowledge of the need for leave occurred less than ten (10) days prior to the beginning leave date. The decision of the Superintendent for approval or denial of these requests shall be final.
- B. In instances of request for personal absences in excess of five (5) days, but not more than twenty (20) days, the procedures described in subparagraph A above shall be followed, but authorization shall be by prior Board approval.
- C. For personal absence in excess of twenty (20) working days, leave requests shall be limited to the balance of the current school semester or current school

year, or a full school year if said leave begins prior to the start of that year. The unit member shall submit the request described herein to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. A unit member requesting such an extended personal leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Trustees. The decision of the Board approving or denying such request shall be final.

**11. Maternity Leave**

- A. A unit member who is pregnant may continue in active employment as long as she is capable, provided she has a physician's certificate verifying that her physical condition is such that she may continue to work and certifying disability if sick leave benefits and privileges are requested. If a special physical examination is required by the District, the District will pay the expenses.
- B. Upon request, a leave of absence for maternity reasons may be granted to a female unit member for the remainder of the school year and may be extended for another year at the discretion of the Board of Trustees. If no medical disability exists this leave shall be unpaid.
- C. A unit member must have a written release of a physician when returning to work. If a physical examination is required by the District the expenses will be paid by the District.
- D. Under the terms and conditions noted below, up to but not exceeding forty (40) working days of a maternity leave, the female unit member on maternity leave shall receive the difference between her regular salary and a daily substitute's salary and shall continue to receive fringe benefits. This maternity

leave benefit commences on the date of birth of the child and precedes use of illness or injury or extended illness leave. As to maternity leave commenced during the academic year, the forty (40) working days of a maternity leave shall terminate at the end of the academic year and not carry over to the following school year. As to childbirths during the summer recess, maternity leave shall be deemed to have commenced on the date of birth of the child for which maternity leave is claimed. In this instance, the District agrees to pay the difference between regular salary and a daily substitute salary only for that portion of the forty (40) days that extend into the workdays of the following academic year. Beyond the forty (40) working days the leave shall be without pay, but she may continue to receive fringe benefits by paying any and all premiums on the benefits she wishes to continue. The District shall notify such unit member in writing one month before benefits terminate.

- E. Absence due to illness or injury resulting from pregnancy and/or childbirth shall be covered after use of maternity leave by illness and injury leave in accordance with the Education Code. Certification of such illness or injury shall be by the unit member's physician.

12. **General Leave**

When no other leaves are available, a leave of absence without pay may be granted at the discretion of and by the Board of Trustees.

13. **Miscellaneous**

Every attempt will be made to place a unit member returning from leave in a substantially similar position to that which the unit member held at the commencement of the leave. Those unit members returning from leave of a year or less shall be entitled to return to the last assignment unless that assignment has

been eliminated or modified in the interim by the District. Those unit members returning from leave of absence of one year or more shall notify the District of their intent to return to duty or request additional leave of absence no later than February 1<sup>st</sup> for the following school year.

**14. Catastrophic Illness Leave Donation Program**

- a. The Catastrophic Leave Donation Program is voluntary.
- b. On a case-by-case basis a unit member may donate up to five (5) days of accumulated sick leave under the circumstances stated in the following paragraphs to another bargaining unit member who has suffered a long-term, non-industrial catastrophic illness or injury and who has completely exhausted all available paid leaves, including regular and extended sick leave.
- c. “Non-industrial catastrophic illness” or “injury” means an illness or injury which has caused the unit member to be incapacitated from the performance of duty and is expected to incapacitate the unit member for an extended period of time.
- d. The donating unit member must, after the donation, retain a minimum of one year’s worth of accrued, unused sick leave from prior accumulations.
- e. The donating unit member shall execute and file with the Personnel Office a form authorizing and irrevocably assigning the donated leave hours to the recipient unit member.
- f. The recipient unit member shall be paid at his/her regular rate of pay. The recipient unit member shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving donated leave.

- g. Unit members who qualify and desire this benefit shall submit to the Personnel Office, on a District form, a request for donated sick leave days, which shall include a verification of the catastrophic illness or injury by means of a letter dated and signed by the treating medical practitioner, indicating the incapacitating nature and probable duration of the illness/injury. Upon receipt of the request and verification in the Personnel office, the Association shall be allowed to circulate a request for sick leave donations to be submitted to the Personnel Office.
- h. The recipient unit member shall utilize donated sick leave in the order donations are received, exhausting all days donated by another unit member first.
- i. Donated sick leave not utilized by the recipient unit member prior to return to service shall be returned to the donor unit member.
- j. The recipient unit member shall be solely responsible for any taxes on the days received. Such taxes shall be withheld at the normal rate for the unit member. In the event the State or Federal government rules that a tax liability is due other than as withheld, the recipient unit member shall be solely liable therefore.

## ARTICLE VIII

### CLASS SIZE

1. It is the intent of the District to maintain a ratio of twenty-eight (28) students, including Inclusion Students, per regular class unit member in grades 4-6, and a ratio of twenty-five (25) students, including Inclusion Students, per regular class in grades 7 and 8. The District intends to implement the state class size reduction program so long as adequate state funding specifically for that program is available.

If the District withdraws from the CSR program the above stated ratio for grades 4-6 shall apply to grades K-6.

If a grade 4-6 class at a K-6 site reaches thirty-three (33) students at the end of September or thereafter in any year, and the assigned unit member requests assistance, one (1) two hour certificated staff person will be provided the class. The district will make reasonable efforts to balance 4-6 class size at each site. When a ratio of twenty-eight (28) students per regular class is reached on average at a Junior High School at the end of September or thereafter in any year the District shall provide additional certificated staff as mutually agreed upon by the District and certificated staff at that site. Class sizes for these purposes shall be calculated consistent with past District practice. No 7-12 P.E. class shall exceed 50 students. When there are insufficient sections of 7-12 Physical Education to maintain class rosters of 50 or fewer students the district may proceed with one of the following options:

- A. Seek volunteers from among the faculty of the affected school to teach an additional period of Physical Education during what would normally be their Preparation Period. The volunteer teacher must possess a credential

that authorizes Physical Education instruction. If more than one teacher volunteers, the Principal shall interview all applicants and shall select the best suited following the criteria set forth in Article V, 2 B. Reimbursement shall be 1/6 of the teacher's daily rate of pay. In addition to the workday required in Article IX, 3, the selected volunteer must be on-site daily for an amount of time equal to the duration of the Preparation Period.

- B. If a volunteer cannot be found, Physical Education classes may exceed 50 students but shall not exceed 60 students. If any Physical Education class at a junior high school exceeds 50 students, the district shall provide Instructional Assistant support as follows: When any class occurring during the first three class periods exceeds 50 students, three (3) hours of Instructional Assistant time will be assigned to the Physical Education department for the first three periods. If the above occurs during the last three periods, three (3) hours of Instructional Assistant time will be assigned during that time frame.

It is understood that in the event that the District chooses to utilize either of these options, the number of Physical Education sections offered shall be calculated by past District practice.)

Any certificated staff added pursuant to this section shall be utilized in such a manner as to directly reduce class size. This limitation on the duties of added certificated staff shall not apply to any added after April 15th of any year.

2. The District shall make reasonable efforts to avoid scheduling combination classes in grades TK-6. An effort shall be made to find a unit member volunteer to accept a combination class. If more than one unit member volunteers, consideration will be given on an individual basis to rotate the assignment in alternate years. The District shall make reasonable efforts, when necessary, to avoid circumstances which would result in a combination class with fewer than seven (7) students of one grade level. Insofar as possible, the pupils shall be selected for combination classes who are self-directed and who demonstrate a relative absence of severe discipline problems. Unit members shall have the right to participate in the selection process. When a unit member is assigned a combination class, an appropriate notation to that effect shall be placed in his/her personnel file.
3. Those grade level teachers affected by a combination class shall receive \$1500.00 to be divided among the affected classes for the purchase of instructional materials as approved by the site administrator or to attend conferences and/or workshops as mutually agreed upon with the site administrator. The combination class teacher also has the option to use \$1000 for extra pay and \$500 to be divided among the affected classes for the purchase of instructional materials. Non-consumable materials shall remain at the school site
4. When placing Inclusion students in a regular class consideration will be given on an individualized basis to the impact of those students on the class and the interests of the affected unit member. Consideration may include, but not be limited to:
  - a. The educational needs of the regular education students in that class.
  - b. The educational and other needs of the student with disabilities.
  - c. The interests of the affected unit member.
  - d. Non-teaching responsibilities

TK-6 inclusion students to be placed in appropriate grade level classroom with the lowest student enrollment unless agreed to otherwise between site administrator and affected unit members.

An effort shall be made to find a unit member volunteer to accept in his/her classroom Inclusion Students. Unit members receiving Inclusion Students will be provided adequate planning time for program coordination as developed at each site.

Unit members receiving Inclusion Students shall have the regular assistance of another unit member or Instructional Aide. Where possible, substitutes will be provided for any absent unit member or Instructional Aide

Educational materials and supplies unique to an Inclusion Student will be funded through the Special Education Classroom budget.

5. The District and the Association will cooperatively monitor the District's enrollment impacting class sizes at grades 4-6 and grades 7-8 and imbalances in enrollment at grades 7-8.
6. TK-6 teachers; and Adaptive PE (APE) teachers, Inclusion teachers, Special Day Class Teachers (SDC), Resource Specialists (RSP), Speech and Language Pathologists (SLP) whose primary assignment is to work with TK-6 students shall have a full day release time two days per trimester per school year as agreed upon with the site administrator coinciding with grading periods for the purpose of collaboration, planning and/or evaluation at grade levels. It is understood and agreed that substitutes will not be provided for APE and SLP for this purpose.

PE teachers shall receive 1 full day of release time per trimester as agreed upon with the site administrator coinciding with grading periods for the purpose of collaboration, planning and/or evaluation at grade levels.

# ARTICLE IX

## WORKING DAYS AND HOURS

1. The length of the school year for regular teachers is 185 days. New teachers work 186 days. The 185-day school year includes reporting to work two days prior to the first day of classes and three in-service days during the year. Activities on the workdays prior to the first day of classes shall be determined by the District but one day is intended as an on-site individual teacher classroom preparation day with group activities only if mutually agreeable at the site. New teachers who participate in the Teacher Induction Program shall attend required TIP training activities. Those teachers shall be granted at their request release days required by the TIP during the work year as mutually agreed upon.
2. The first day and the last day of the school year for all schools is a minimum school day for students. Unit members are required to complete an end-of-the-year checkout procedure verified by their principal. In no instance is regular class time to be used by unit members for the purpose of individual closing out or end-of-the-year duties.
3. The working day for unit members shall not exceed 360 minutes of pupil contact time inclusive of the thirty (30) minutes unit members are required to report before class begins, but excluding not less than a thirty (30) sequential minute duty-free lunch period. Pupil contact time includes regular classroom time, pupil passing time, recess, and specific guidance periods, but does not include on-site preparation time or period however utilized by the unit member. Further, unit members are expected to participate in various school related duties that are generally accepted as professional duties outside the maximum pupil contact time.

The District shall endeavor to minimize the frequency of staff meetings and to insure such meetings, when conducted, are not excessive in length. Where possible, twenty-four (24) hour notice of a scheduled staff meeting, as well as an agenda, will be posted. Where possible forty-eight (48) hour notice will be given for site administrator initiated Junior High School and High School all-teacher student conferences and discretion shall be exercised by the administrator in identifying teacher participants.

4. The District agrees that only one unit member be required to be on playground duty and another on bus duty at any one time at any one school, except that one more unit member may be required to be on playground duty when the physical setting makes it impossible to supervise the playground adequately. If additional playground staffing is warranted, in order to establish adequate playground supervision due to a school's particular physical setting, the foregoing limitation on the number of assigned staff may be waived on a site-by-site basis. Unit members may be required to escort pupils to the bus area, and special education teachers and kindergarten teachers may be required to board pupils on the buses. Playground duty for kindergarten teachers shall be equitably distributed among kindergarten teachers and playground duty for all other teachers shall be equitably distributed among those teachers.
5. In the event of inclement weather which prevents students from normal recess and lunch participation, or in the event of duty assignment preventing normal recess allowance, the unit member will be provided a relief period, not to exceed ten (10) minutes in the morning and afternoon. The procedures for relief period shall be established by the respective staff and site supervisor.

6. At the junior high school level one unit member may be required to provide supervision for a before or after school detention period as part of that unit member's minutes of pupil contact time. Additional preparation time shall not be used in order to lengthen the workday.
7. When not assigned as a principal teacher, kindergarten teachers shall be available for assistance or assignment in the instructional program of the primary (K-3) grades. Assistance or assignment in the instructional program of grades 1-3 is not to exceed sixty (60) minutes per day per kindergarten teacher when not assigned to a combination class. Assistance or assignment is to be determined by the site supervisor after consultation with the affected unit members. The kindergarten teacher's working day shall be the same length as primary grade teachers. Kindergarten teachers shall not be assigned to substitute teacher duty.
8. In the event that a site experiences a non-even number of kindergarten classes, the site administrator, upon request of the kindergarten teacher who is not partnered with another kindergarten teacher, may, after discussion with the other kindergarten teachers, establish a staggered day schedule for the students of the non-partnered kindergarten teacher.
9. When a unit member's assigned class is scheduled for Science Camp, the unit member is required to remain at the Camp overnight for one of the scheduled days. In exchange, one day of compensatory time off will be provided on a day mutually agreed upon by the unit member and site supervisor. Scheduling of overnight stays shall be mutually agreed to by the District and affected unit members in order to provide adequate supervision, which is defined as not less than one unit member per overnight. Under special circumstances, a unit member may, with

mutual agreement with the District, elect to remain two nights and, if this occurs, the unit member shall receive two (2) compensatory days off.

10. This year's school calendars are attached as Appendix D. School calendars will be mutually agreed upon prior to May 15th of each preceding school year. If agreement cannot be reached by the May 15th deadline, the Board shall determine the calendar. It is expressly understood that the calendars for the Orcutt Academy may be different; however, no school calendar shall exceed 185 days for returning teachers and 186 days for new teachers.
11. The District will provide substitute teachers for ESL, Speech and Adaptive P.E. classes, whenever possible.
12. In the event of major vandalism or damage to a unit member's classroom, the member shall be provided up to two (2) days of release time as mutually agreed upon, with pay, to reorganize the classroom and prepare for instruction.
13. Work authorized for compensation by the District to be performed on a voluntary basis before or after the regularly scheduled school year shall be compensated at the rate of \$40 per hour. Additionally, work authorized for compensation by the District to be performed on a voluntary basis during the regular scheduled school year, but after the normal work day, shall be compensated at the rate of \$40 per hour.
14. Beginning with the 2014-15 school year, when a unit member at the 7-12 level substitutes for another unit member during the unit member's scheduled planning period at the request of the Administrator, the unit member will be paid \$40 with the understanding that they are voluntarily giving up their prep period for that day.
15. Professional Learning Community ("PLC") Lead and Leadership Team

- A. Beginning with the 2015-2016 school year, the District will provide stipends as indicated in Article X Compensation, Appendix B3 for unit members participating in the Professional Learning Community Lead (“PLC”) and Leadership Team positions. For 2015-2016, if a site has nine member team, then the ninth person shall receive a stipend.
- B. Each school site shall be allocated up to 8 PLC Lead and Leadership Team Stipends. In the event that a school site needs a ninth PLC and Leadership Team member for special education, TK, or other reasons, the then District Human Resources Department may authorize an additional stipend.
- C. The expectations for the PLC Team Lead or Leadership Team Lead stipend positions are proposed as follows:
  - (1) Be a member of the site leadership team;
  - (2) Attend any on-site or off-site leadership meetings, inside or outside of the normal school day hours;
  - (3) Serve as grade level/department lead for PLC, facilitate weekly meetings, and make regular reports to site administration;
  - (4) Communicate leadership team decisions to the grade level/department PLC team;
  - (5) PLC Team Lead and Leadership Team Meetings will consist of an approximate average of 3 hours per month outside of the contracted school day;

(6) Attendance at no more than 4 District-wide Leadership Collaboration meetings shall be required per year.

D. No more than one member shall be appointed from a given grade at elementary sites or department area at secondary sites and/or from special education.

16. Professional Collaboration

A. Beginning with the 2015-2016 school year, all bargaining unit members whose primary assignment places them at a TK-6 or TK-8, Junior High or High School site shall participate in professional collaboration time accrued through the banking of instructional minutes.

B. Per best practices research, the focus of the collaboration time shall be on improving quality instruction to enhance student learning.

C. Bargaining unit members shall provide monthly documentation of participation and activities to site administration in the form of a brief summary. One session per month shall be teacher-directed and not require additional documentation.

D. The banking of minutes shall in all cases comply with the instructional minute requirements set forth by the State of California.

E. The school day at TK-6 and TK-8 sites will be adjusted to accommodate 60 minutes of weekly collaboration time.

F. As required, the daily bell schedule of each site shall be adjusted by the District to provide up to an additional 15 minutes as necessary per day at each TK-6 and TK-8 site, four days per week for a total of 60 minutes of professional collaboration time.

17. References within the agreement to kindergarten shall include transitional kindergarten if offered by the District.
18. If a Bargaining Unit Member is approved by site administration to report to work for both seventh-grade orientation and eighth-grade graduation, then the time spent working at eighth-grade graduation shall be compensated at the rate agreed upon in Article IX, Section 13.

# ARTICLE X

## COMPENSATION

1. Effective July 1, 2016 the District agrees to compensate bargaining unit members in the 2016/2017 school year in accordance with the salary schedule attached as Appendix B. The salary schedule was reconfigured in 2008-09 to include all longevity and anniversary increments. No other longevity or anniversary increments will be provided.
2. During the 2016/2017 school year, the District agrees to contribute the premium cost for single coverage (Blue Cross 90 plan) of the bargaining unit member and eighty percent (80%) of the two-party and family coverage, with the remaining twenty percent (20%) of premium cost payable by the bargaining unit member. The District will also provide vision (Vision Service Plan) and dental (Delta Dental) coverage at the same benefit level and under the conditions specified in the 2003/2004 school year. It is agreed that the District's premium payment for dental is limited to that for the single rate. The District's contribution for single, two-party, and family coverage beyond 2016/2017 shall remain at the same dollar amount as in 2015/2016 unless modified in future negotiations as part of total compensation.  
The parties mutually understand that payment of the health, vision and dental benefit premiums, and any increases therein, is compensation provided by the District to each unit member. At the request of the Association the District has implemented, a voluntary IRC 125 (Flexible Benefit Plan) to include Medical Premium Conversion, Medical Reimbursement and child care options. The parties have agreed to continue a Joint Insurance Committee established during the 2004/2005 school year consisting of nine (9) members, three (3) appointed by each

party, (OEA, CSEA, District), for the purpose of evaluating in good faith various cost containment strategies, as well as alternative benefit options, for the purpose of containing employee health care costs.

3. Unless otherwise stated herein, provisions of this Article shall not be effective until formal ratification and shall be non-retroactive.
4. The District shall conduct three (3) staff development or equivalent days for classroom teachers as part of the 185 work day/work year (186 days for new teachers) provided, however, nothing herein shall preclude the District from requiring additional staff development for Charter School teachers provided that the days are identified on the adopted calendar by May 15 of the prior year and days in excess of 185/or 186 days for new teachers are compensated at the Unit Member's daily rate of pay. Bargaining unit members must sign in and out of each session attended in order to verify attendance. Absences from staff development meetings shall be governed by Article VII, Leaves.
5. Teachers who do not meet the requirements of Education Code 45023.4 shall be frozen in column and step until they meet the requirements of Education Code 45023.4. New hires who do not meet the requirements of Education Code 45023.4 shall be paid at Step 1, Column 1 of the salary schedule (non-new teacher) of the year of their hire until they meet the requirements of that section. Teachers frozen on the salary schedule shall receive credit for years of service in the district when they meet the requirements of Education Code 45023.4.
6. In the event that the District determines to provide extracurricular activities, unit members providing such services shall be paid stipends in accordance with the schedule set forth in Appendix "B".

# ARTICLE XI

## SUMMER SCHOOL

### 1. **Salaries**

Summer school teachers in 2000 shall be paid \$160.91 per day for a minimum of two hundred seventy (270) minutes of pupil contact time. Pupil contact time includes regular classroom time, pupil passing time, recesses, and the thirty minutes before school begins. Teachers who are required to teach in excess of two hundred seventy (270) minutes of pupil contact time will be paid on a pro-rated basis for additional time based on a rate of \$160.91 for two hundred seventy (270) minutes of pupil contact time. The foregoing daily rate of pay shall be increased/decreased for the summers of 2001 and 2002 by any uniformly applied on-schedule adjustment applied to the teacher's salary schedule (Appendix B) during the 2001-02 and 2002-03 school years.

### 2. **Sick Leave**

Each regular summer school teacher shall receive one day of sick leave. The sick leave may be accumulated from year-to-year but may be used only during the summer session, not during the regular session.

### 3. **Selection of Summer School Teachers**

The selection of summer school teachers shall be subject to the procedures below:

- A. Openings for summer school positions shall be posted at all school sites.
- B. Permanent and probationary District employees shall be selected first for available positions.
- C. District temporary, hourly and non-District employees will be considered only when there is not a sufficient number of District applicants for the available positions.

- D. Candidates shall possess appropriate credentials.
  - E. Candidates shall complete the District's Summer School Application form (as revised prior to summer, 1992).
  - F. The District reserves the right to determine qualifications of applicants and to make the selection of teachers. However, if there are more qualified applicants than available positions within each eligibility group identified above in 3. B and C, priority shall be given within that group to applicants for the previous year's summer school who were not selected.
  - G. Under no circumstances can a teacher be employed to teach more than two (2) consecutive summer sessions if there is a sufficient number of qualified applicants qualifying under 3.B above for the positions available.
4. Summer school teachers shall receive an equitable classroom budget based on available funding for classroom supplies.
4. In cases where two (2) teachers apply for a shared position, the person who most recently taught summer school shall be the one upon whom the District determines the pair's eligibility for that year.

5.

## ARTICLE XII

### ORGANIZATIONAL RIGHTS

The Association shall have the following organizational rights:

1. The right to use, without charge, mutually agreed upon designated highly visible bulletin boards, mailboxes, the school mail system, and telephones (local calls only) for posting or transmission of information or notices concerning OEA activities.
2. The right to reasonable use, without charge, of District-owned office and audio-visual equipment, facilities and buildings, except that charges may be levied for any supplies used or for any building or facility used for which the general public would be charged for use.
3. Association representatives shall be released to attend local, state or national level Employee Association meetings which may occur on work days (work days shall mean full days during which members of the bargaining unit are required to be in attendance). The number of days shall not exceed a total of thirty (30) days for the Association nor more than ten (10) days for an individual representative unless additional days are mutually agreed upon by the District and the Association. Substitute cost for these release days will be borne by the Association.
4. The District shall provide the Association President fifty percent (50%) leave time from classroom duties for Association business, at full pay, by employing another teacher to share those teaching duties equally. The specific details of that job share will be arranged between the President and the Job Share partner. It is agreed that the Association will reimburse the District monthly one-half of the cost of the President's Job Share partner, with the District paying the other half of the cost, such cost to include salary and fringe benefits.

## ARTICLE XIII

### PROFESSIONAL DUES

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District, a revocable assignment authorizing deduction of unified membership dues, initiation fee and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated. No voluntary deduction authorization, as described herein, shall be processed in less than fifteen (15) days from the receipt of the authorization in the District payroll department.

Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this

Article. There shall be no charge to the Association for such mandatory agency fee deductions.

At the end of the year, a non-Association member may request and receive, from the Association, a refund for that part of the fee paid which was not used exclusively for collective bargaining and working conditions. The non-member is required to pay only a service fee.

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c) of Title 26 of the Internal Revenue Code:

FACT (Foundation to Assist California Teachers)

The American Red Cross

United Way

Such payment shall be made each year on or before October 31st if paid in one lump sum or paid tenthly by June 30th through a payroll deduction or direct payments to the organization selected.

Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets of teachings object to joining or financially supporting employee organizations, pursuant to the above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of the above. Proof of payment shall be in the form of

receipts, payroll deductions and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented each school year on or before October 31st if paid in one lump sum or by June 30th if paid through a payroll deduction or direct payments.

Any unit member making payments as set forth in the above paragraph, and who requests that the grievance or arbitration provisions of the Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

With respect to all sums deducted by the District pursuant to the above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

The provisions of this Article shall be severed from the remainder of the proposed Agreement and become effective only after a separate vote by all members of the bargaining unit in accordance with rules and regulations promulgated by the Public Employment Relations Board. Should a majority of the voting members of the bargaining unit not approve of the proposed organizational security agreement the language of this Article from the Agreement between the parties effective July 1, 1992 shall be inserted.

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

The Association shall indemnify, defend and hold the District harmless from any and all claims, demands or suits, and/or any other forms of liability, including costs and expenses arising from the organizational security provisions contained herein.

The Association shall have the exclusive right to decide and determine whether any such action or proceedings referred in the above paragraph shall not be compromised, resisted, defended, tried or appealed.

## ARTICLE XIV

### PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

The parties agree to a reduced teaching service program for members of the bargaining unit, subject to the following:

1. The member must have reached age 55 before the beginning of the school year in which the reduction in workload starts.
2. The member must have been employed full-time in a position requiring certification for at least ten (10) years. The member must have been employed in this district in a full-time position requiring certification for each of the five (5) years immediately preceding entrance into part-time employment.
3. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the member's contract of employment during the member's final year of service in a full-time position.
4. The option of part-time employment must be initiated in writing by the member and can be revoked only with the mutual consent of the District and the member. The District will attempt to inform the member of the probable position the member will assume during each period of employment prior to the member's and District's final

decision. In so doing, the District shall consider prior experience of the member, current circumstances and needs of the District.

5. Part-time services are limited to a period not to exceed five (5) years and the member will then be ineligible to return to the District as certificated member. The period of part-time employment shall not extend beyond the end of the school year during which the member reaches his/her 70th birthday.
6. The member and the Orcutt Union School District shall submit retirement contributions based on the amount the member would have earned if the member were employed on a full-time basis.
7. The reduced workload status shall be based on a full school year, and the minimum compensation paid or time worked shall be the equal to no less than one-half (1/2) time.
8. The reduced service may be on a daily schedule or full-time for at least one-half (1/2) year; however, member or employer contributions must be paid monthly to STRS.
9. No more than ten percent (10%) of the District's staff shall participate in this program during any one school year. The District reserves the right to deny granting a reduced workload to any member if doing so would create staffing or fiscal problems. A denial, however, shall be only temporary, and the member may reapply for the program and make the effective date the following school year. Reapplications shall be considered prior to any new applications for reduced teaching service.
10. When two (2) or more applications for reduced teaching services are received on the same day and the allocation percentage will not accommodate all, the original

order of employment which determined seniority rights shall determine priority right to any remaining allowance.

11. Full retirement credit is not earned until the end of the full school year. Members who terminate before the end of the school year will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued. Retirement contributions for service not credited because of termination of contract or agreement, by resignation, death or retirement will be returned to the member and the employers.
12. The member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she or the District makes the payments that would be required if he/she remained in full-time employment.
13. The member shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as the full-time employee.
14. The decision of whether or not a member of the bargaining unit is accepted into the program rests solely with the District.
15. Eligibility for part-time employment pursuant to this Article is contingent upon and determined by statutory authorization.
16. A contract under this program shall be for a period not to exceed five (5) years or to the retiree reaching the eligibility age for federal benefits, whichever occurs first. A contract under this program or a contract under Article XX of this Agreement or a contract which combines both of the above-described programs, shall be for a period not to exceed five (5) years.

## ARTICLE XV

### SHARED CONTRACT

1. A shared contract refers to two (2) unit members sharing one (1) full-time position.
2. It is preferred that a shared contract assignment be filled only by permanent unit members who have jointly agreed to work together. Probationary unit members and non-unit members will only be considered if a permanent unit member cannot be identified. At least one party to the shared contract assignment must be a permanent unit member.
3. Written application for a new or continued shared contract, signed both unit members, must be received by the Superintendent no later than February 1, for the following year. An extension of this deadline may be granted if mutually agreed upon by the district and the bargaining unit member.
4. Responsibilities of a shared contract assignment may be divided and/or allocated according to a written plan designed by the job- sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, attendance at regular faculty meetings, District in-service meetings, parent conferencing, etc.
5. Unit members working on a shared contract assignment shall receive a pro-rated amount of salary, health, welfare benefits and leave benefits. Contributions to State Teachers' Retirement System shall be proportionate to the time served and salary earned.
6. Unit members working on a shared contract assignment will maintain their positions of seniority and will progress on the salary schedule as if they were full-time bargaining unit members.

7. If at all possible, job-sharers may serve as substitutes for one another, when necessary.
8. If the job-sharer wishes to increase from part-time to full-time, such intent must be made known to the Superintendent by no later than February 1, for the following year. Such increase will depend upon the staffing needs of the school district and the unit member's qualifications. In the event a job-sharer requests to return to a full-time teaching assignment, the District shall grant such a request before making any voluntary assignment filling position with temporary or hiring personnel from outside the District to fill a position for which the job sharer is qualified.
9. Job sharing assignments shall be granted annually upon mutual agreement of the job-sharers and the District.
10. A position that is shared shall be considered a full-time position. If the job-sharer applies for the same full time position, the employee best qualified shall be appointed. Qualifications shall be determined in accordance with Article V, Section 2B.

## ARTICLE XVI

### PUBLIC COMPLAINTS

1. No adverse action against a unit member may be based on a citizen or parent complaint unless that complaint is reduced to writing and placed in the unit member's personnel file in a timely manner. Prior to placement in the personnel file the unit member shall be provided a copy of the written document setting forth the complaint and the unit member shall be provided a reasonable opportunity to respond in writing to the complaint which shall also be placed in the personnel file.

2. It is the intent of the parties to attempt to resolve citizen or parent complaints as soon as practical at an informal level between unit member, immediate supervisor and the complainant. The formal procedure set forth in Section 1 above should be reserved for those serious complaints where adverse action may be warranted.

## ARTICLE XVII

### SAVINGS PROVISION

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in force and effect.

Parties will meet as soon as possible for the purpose of negotiating invalid provisions.

## ARTICLE XVIII

### PEER ASSISTANCE AND REVIEW (PARtners)

In the event that the District in its sole discretion reinstates the PAR Program, it shall operate as follows:

#### PAR PANEL

1. Three (3) teachers (1 primary, 1 intermediate, 1 jr. high) appointed but the Association's executive board and two evaluating administrators appointed by the District.
2. Term is three (3) years and may serve a second term. Length of service on the panel can be for six (6) years except for Association President or designee and Administrator, Certificated Personnel who shall be permanent members unless the PAR Panel unanimously agrees otherwise.
3. Chair and Secretary of committee selected by committee.
4. The PAR Panel will determine all meetings. PAR budget will provide substitutes for meetings held during duty day.

#### RESPONSIBILITIES OF PAR PANEL

1. Establish its own rules and procedures.
2. Select panel of Consulting Teachers and match Participating Teachers to Consulting Teachers.
3. Consulting Teachers shall be selected by a majority vote of the joint committee after one or more representatives of the committee have conducted a site visitation and a classroom observation of all final candidates.

4. Select training and trainers for the Joint Committee and Consulting Teacher.
5. Each Consulting Teacher will be trained to offer peer assistance and to understand the specific functions of the PAR Program.
6. Provide written notification to Referred Teacher, Consulting Teacher and Site Principal upon initiation of Peer Review Cycle.
7. Notify Participating Teacher of assigned Consulting Teacher.
8. Establish recruitment/application procedure for Consulting Teachers.
9. Administer the committee's budget and recommend the annual budget to the Board of Education.
10. Review Documentation and reports submitted by the Consulting Teachers.
11. Develop a format for the Consulting Teacher's final report.
12. Develop and enforce timelines for the PAR Panel, Consulting Teachers, and Referred Teachers.
13. Report to the Board the number of referred and self-referred teachers, dates, times and topics of meetings.

## CONSULTING TEACHERS

The PAR Panel will appoint Consulting Teachers. The Consulting Teacher will:

1. Be a permanent or retired teacher.
2. Have extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques and classroom management strategies.
3. Have ability to communicate effectively both orally and in writing.
4. Have ability to work cooperatively and effectively with others.

5. Permanent teachers shall receive the established stipend per assigned teacher per cycle. Retired teachers shall work under the guidelines of the Retirement Incentive Program.
6. Agree to receive Training as required by the PAR Panel.

#### DUTIES OF CONSULTING TEACHERS

1. Act as peer coach.
2. With written approval of the Participating Teacher, confer regularly with the teacher's evaluating administrator.
3. Discuss and set with the Referred Teacher those goals and objectives that contributed to the overall unsatisfactory evaluation.
4. Communicate regularly and meet at least twice per trimester or three times per semester with the Participating Teacher.
5. Determine and Acquire or arrange the materials and resources needed to assist the Participating Teacher.
6. Conduct multiple observations of the Participating Teacher during periods of classroom instruction, to occur at least twice per trimester or three times per semester.
7. Demonstrate good practice to Participating Teacher.
8. Monitor the progress of the Participating Teacher and maintain a written record.
9. Report the date, times, and topics of meetings with the Participating Teacher and issue a final report to the PAR Panel no later than the last working day in April.

10. No observation forms or notes or other anecdotal material from the Consulting Teacher shall be placed in a teacher's file except Consulting Teacher's final report to the PAR Panel.
11. Extended Participation: If the Participating Teacher continues in PAR Program for more than one (1) year, the Consulting Teacher may request to be released from continuing participation and/or suggest the Participating Teacher work with a different Consulting Teacher.

## PARTICIPANTS

Each employee will be given sufficient release time to complete activities deemed beneficial to the Participating Teacher by the Consulting Teacher and PAR Panel.

1. Mandatory Participation: Any teacher receiving an overall unsatisfactory evaluation (indicated by a check mark in the box "Improvements Required – Unsatisfactory" on the Certificated Personnel Evaluation Instrument) shall be placed in the Peer Review Cycle as a "Participating Teacher."
2. Voluntary Participation: Subject to approval of the PAR Panel, teachers may voluntarily participate in the PAR Program for purpose of profession growth, professional improvement or peer coaching. No report, observation or evaluation of a volunteer participant can be placed in a volunteer participant's personnel file unless requested by the volunteer participant.
3. Extended Participation: If the Participating Teacher continues in the PAR Program for more than one (1) year, in subsequent years the teacher may request to work with a different Consulting Teacher.

## GENERAL

1. Unit Members shall not be required to participate in the evaluations(s) and/or observations of other unit members.
2. Teachers who are in the first and second year of their profession shall be part of the BTSA program and shall receive assistance through the PAR Program. The structure and length of this participation will be based on State guidelines, PAR funding, and program needs.

## ARTICLE XIX

### SAFETY

1. The District shall make every effort to comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations.
2. Unit members are encouraged to be safety conscious in their own actions and to report in writing any alleged or potentially unsafe or unhealthy conditions to their immediate supervisor. If the issue is not satisfactorily resolved, the matter may be submitted on a District form to the Assistant Superintendent of Human Resources.
3. In order to protect students, teachers and property, Unit Members may exercise reasonable and necessary force at the workplace to the extent authorized by the Education Code subject to the Unit Member's responsibility to exercise good judgment and comply with special education requirements and procedures without District reprisals. Unit Members who use force shall inform the principal and make a written report in a timely manner.
4. When confronted with physical assaults or threats of assaults at any time or place while within the scope of their performance of duties for the District, a Unit Member may call 911 without District Reprisal. A Unit Member who calls 911 shall notify the principal and make a written report in a timely manner.
5. Unit Member shall be informed of a violent or potentially violent student assigned to that Unit Member to the extent required by Education Code 49079. Unit Members in receipt of such information shall maintain the confidentiality required by that section.

6. In order to ensure the safety of students and staff and minimize interruption of the instructional program, the District shall provide and enforce procedures to facilitate parent/guardian visits. The District shall provide these procedures to Unit Members annually and as the procedures are updated.
7. The Association shall designate three (3) representatives to serve on a District health/safety committee. Such committee shall meet with District representative(s) on an as-needed basis to review and make recommendations on health, safety, sanitation, and working condition items.

## ARTICLE XX

### EARLY RETIREMENT

#### A. Service Agreement

1. After ten (10) years of full-time satisfactory service as a certificated employee in the Orcutt Union School District, attainment of age 55 and with a hire date prior to July 1, 2013, a unit member is eligible to apply for the District's Early Retirement Incentive Program.
2. All applications for participation in this program are subject to discretionary approval of the Board of Trustees. Contracts under this program shall require service for a period of up to twenty (20) days during the school year for maximum compensation (or may involve benefits only). The time and place of service would be mutually agreed upon.
3. Upon receipt of a written resignation from the unit member, the District will agree to a contract for a period not to exceed five (5) years. Any contract for less than five (5) years must be for consecutive years and cannot be extended beyond the original term agreed upon. Services to be performed each year are to be mutually agreed upon between the retiree and the District. The retiree may terminate the contract any time. However, once the contract is terminated, the retiree may not re-enter the program. The District may terminate the contract for breach by the retiree caused by his/her refusal or failure to perform the services or any phase of the services in a satisfactory and timely manner.

4. Individuals wishing to apply for the program shall submit notification of resignation and a request for participation in the Early Retirement Incentive Program by April 15 during the school year preceding the school year of first program participation.
5. Retirees will provide the District with a detailed description of special services and advice in such matters as: staff development and inservice programs, testing programs, updating curriculum guides and other learning materials, and other services as agreed upon. The description of services to be performed shall include an analysis of needs, objectives to be accomplished, a time line for accomplishing these objectives, and an ongoing evaluation of the proposal.
6. A contract under this program shall be for a period not to exceed five (5) years, or to the retiree reaching the eligibility age for federal benefits, whichever comes first. A contract under this program or a contract under Article XIV (Part-time Employment with Full Retirement Credit) of the Agreement between Board of Trustees, Orcutt Union School District and Orcutt Educator's Association, or a contract which combines both of the above-described programs, shall be for a period not to exceed five (5) years.
7. Once chosen to participate in the program, the retiree may not return to any regular employment in the District unless the Board of Trustees approves such return based on particular needs of the District as determined by the Board following established District hiring procedures. It shall be the responsibility of the retiree in those limited instances where re-employment is approved to assure compliance with STRS statutory provisions, rules and regulations and to provide evidence to the District of such compliance.

Reemployment shall be in accordance with the provisions of Education Code Section 44931 and it is expressly understood that the period in which the retiree has been in the Early Retirement Program will not be considered in restoration of the rights, benefits, and burdens of a permanent employee. The retiree will be placed on the salary schedule at the same place they would have been if they had not retired but had returned to the District in the first year of retirement. For example, if someone retired at class 6, step 13, they would be placed on class 6, step 14.

8. Effective July 1, 2008 the maximum compensation under this program shall be \$6,500 for twenty (20) days of service; service for less than twenty (20) days shall be on a pro-rata bases (\$6,500 divided by 20 equals daily rate).
9. Compensation for service rendered shall be paid at the time or times agreed upon in the contract.
10. Personnel participating in this program will be entitled to all health and welfare benefits as though they were regular full-time employees, subject to changes in the collective Bargaining Agreement. If health and welfare benefits only become available to participants at premium rates in excess of those for full-time employees, the District's contribution to the premium shall not exceed what the District's contribution would have been had the participant continued in employment with the District and selected the same health and welfare benefits. The participant will be responsible to pay the difference between the District contribution and the balance of the increased premium. Such entitlement will cease upon termination of the retiree's agreement with the District pursuant to

Section 3, provided however, if the original contract is for less than five (5) years, benefits shall continue for up to five (5) years or until the person is eligible for Medicare, whichever first occurs.

B. Benefits Only

1. As an alternative in A above, after ten (10) years of full-time satisfactory service as a certificated employee in the Orcutt School District and attainment of age 55, a unit member is eligible to apply for the Retirement Benefits only.
2. All applicants for participation in this program are subject to discretionary approval of the Board of Trustees.
3. Personnel participating in this alternative Benefit program will be entitled to all health and welfare benefits for up to five (5) years or until the person is eligible for Medicare, whichever comes first, as though they were regular full-time employees, subject to changes in the collective Bargaining Agreement. If health and welfare benefits only become available to participants at premium rates in excess of those for full-time employees, the District's contribution to the premium shall not exceed what the District's contribution would have been had the participant continued in employment with the District and selected the same health and welfare benefits. The participant will be responsible to pay the difference between the District contribution and the balance of the increased premium.

C. Miscellaneous

1. In the event there are legislative enactments which fundamentally modify or limit the provisions for Early Retirement Incentive Programs, individuals eligible for

participation in the program under this policy may participate under stipulated conditions of a prorated basis of time and fees for the term of service involved.

2. The parties have agreed to form a committee composed of an equal number of members from OEA and district, (not to exceed three members each), to explore early retirement options. The committee shall present these options to both bargaining teams prior to the beginning of negotiations for a successor agreement.

## ARTICLE XXI

### CONCERTED ACTIVITIES

1. The Association agrees that there will be no strike, work stoppage, slow-down, picketing during the workday or refusal or failure to fully and faithfully perform job functions and responsibilities, by the Association or by its officers, agents, or members during the term of this Agreement.
2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

## ARTICLE XXII

### COMPLETION OF MEET AND NEGOTIATE

1. Subject to the below paragraphs during the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matters may not have been within the knowledge or contemplation of either or both District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This Section shall not apply to procedures and criteria for layoff for lack of funds nor causes and procedures for disciplinary action other than dismissal which shall be negotiable upon the request of either party.
2. This Agreement constitutes the full and complete Agreement of the parties. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
3. The parties agree to reopen negotiations for the 2016-2017 and 2017-2018 school years on a total of five articles per year, Article X, Compensation, which includes health benefits, plus four (4) additional articles, two per party. With the exception of compensation, including health benefits, the parties agree to commence bargaining after the adoption of the state budget or Unaudited Actuals have been received, which ever first occurs, with OEA submitting its initial proposal to the

District no later than the regular August Board meeting. Compensation, including health benefits, shall be reopened and negotiated as set forth in Article X.

4. Within a reasonable time after the written agreement has been ratified by both parties, the District shall provide each bargaining unit member with a copy of the Agreement, the expense of which shall be borne by the District.
5. When negotiations occur during the school year, the District agrees to provide substitute teachers for a maximum of four “at the table teachers” during negotiations for a period of time not to exceed four days.

## Appendix A – 4152 (a)

# PERSONNEL SABBATICAL LEAVE REGULATIONS SABBATICAL LEAVE

1. **Definition** - Sabbatical leave is a leave of absence to provide the opportunity to prepare for improved service to the school district.
2. **Eligibility**

Status - Employee must have status as a permanent employee.

Service - Employee must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) consecutive years preceding the beginning of the leave.
3. **Purpose of Sabbatical Leave**
  - (a) Formal Study - Applicants for sabbatical leave under this section shall agree to undertake a prescribed course of study, full time, in accordance with college or university requirements.
  - (b) Independent Study - An independent study leave is one during which the employee pursues a program of study, travel, research and/or experience.
  - (c) Fellowships or Scholarships - Application for sabbatical leave under this section shall fulfill the terms of the fellowship or grant.
4. **Requirements and Procedures**
  - (a) The number of employees on sabbatical leave during any one semester shall be limited to two (2) percent (rounded to nearest whole number) of the certificated staff. The granting of such leave shall be governed by:

- (1) Relative merits of reasons for desiring leave.
  - (2) Reasonable distribution of applicants by schools.
  - (3) Seniority
- (b) Application for sabbatical leave must be filed with the personnel office by March 15 for the following school year, or by October 15 if for the spring semester only. The Superintendent shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after the due date for filing the application.
  - (c) Applications shall include a tentative list of courses if the purpose is study, a description of the project if the purpose is research, or a tentative itinerary if the purpose is travel. Applications shall include a statement as to the proposed benefit to the District.
  - (d) The application must be accompanied by a certificate of health signed by a medical doctor, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.
  - (e) A sabbatical leave once granted may not be terminated without due cause before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board of Trustees in communication with the employee.
  - (f) A committee composed of three (3) teachers appointed by the Association and two (2) administrators shall review the request and submit its recommendations to the Board.

**5. Compensation for Sabbatical Leave**

- (a) Salary status - Absence on sabbatical shall count as a regular period of service and shall not interrupt the employee's progress on the salary schedule.
- (b) Rate of Compensation - The employee who has been granted sabbatical leave and who has complied with the provisions under which such leave was granted, will receive fifty percent (50%) of his or her regular salary for the period of time for which the sabbatical leave was granted, computed on a monthly basis.
- (c) The employee shall be required to render two years' service to the District if he/she is on a year's sabbatical or one year's service if he/she is on a semester sabbatical, upon his/her return.
- (d) Method Of Compensation - The salary for the sabbatical leave may be received:
  - (1) In two (2) equal annual installments during the first two years following the return from the sabbatical leave, the first installment at the end of the first semester of teaching following the leave, the second installment at the end of the third semester following the leave.
  - (2) In the same manner as if the employee was teaching in the District, upon furnishing by the employee of suitable bond indemnifying the District against loss in the event that the employee fails to render at

least two (2) years' service in the Orcutt District immediately following such leave.

- (e) Accident or Illness - Interruption of the program of study or travel caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the sabbatical leave. However, the Superintendent of Schools must be notified by registered mail within (10) ten days after the occurrence of the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.
- (f) Liability of School Board and School District - Both the governing board of any district and the District, shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions of this Article.

**6. Concerning Retirement**

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions of the employee shall be collected.

**7. Status upon Returning from Sabbatical Leave**

At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he agrees otherwise, in an equivalent position held at the time the leave was granted.

- (a) Each employee who has been on sabbatical leave shall file with the Superintendent a comprehensive written report not later than ninety (90) days after return to active duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the pupils of the school in which the employee is located, and any other data necessary for a satisfactory report. Such report shall then be presented to the Board of Review for its approval.
- (b) Within reasonable limits, the District shall be entitled to draw upon the experiences of those returning from sabbatical leaves in the interest of pupils and staff. The District shall be entitled to reproduce any items produced during the leave.

Legal Reference: California Education Code 4466-44975

Rules Approved: May 8, 1974 Orcutt Union School District  
Orcutt, California

ORCUTT UNION SCHOOL DISTRICT

SABBATICAL LEAVE FORM

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE OF HIRE: \_\_\_\_\_ SCHOOL: \_\_\_\_\_ GRADE: \_\_\_\_\_

REQUEST FOR: FULL-YEAR SABBATICAL (from \_\_\_\_\_ 19\_\_ to \_\_\_\_\_ 19\_\_)

SEMESTER SABBATICAL (from \_\_\_\_\_ 19\_\_ to \_\_\_\_\_ 19\_\_)

PURPOSE OF SABBATICAL

Independent Studies: Study\_\_\_\_\_ Travel\_\_\_\_\_ Research\_\_\_\_\_ Experience\_\_\_\_\_

Formal Studies: Formal Study\_\_\_\_\_ Fellowships\_\_\_\_\_

SABBATICAL GOAL:

SABBATICAL OBJECTIVES:

ACTIVITIES TO ACCOMPLISH OBJECTIVE: (List tentative courses if the purpose is study; a description of the project if the purpose is research; or a tentative itinerary if the purpose is travel.)

STATEMENT OF BENEFIT TO DISTRICT:

HEALTH STATEMENT:

I certify that \_\_\_\_\_ is physically able to undertake the above project.

\_\_\_\_\_  
(Physician's Signature) (Date)

\_\_\_\_\_  
(Physician's Name Printed or Typed)

NOTE: Application must be filed with the Certificated Personnel Office before March 15 preceding the school year for which sabbatical leave is requested, or by October 15 if for the spring semester only.

SOURCE: See District Board Policy 4152.1 & Administrative Regulations.

(For District Use Only)

Rev. 5/88

Seniority No. \_\_\_\_\_

## Appendix B ORCUTT UNION SCHOOL DISTRICT 2016/17 Teachers' Salary Schedule

	Bachelor's Degree	Bachelor's Degree + 15 semester units (22.5 qtr. Units)	Bachelor's Degree + 30 semester units (45 qtr units)	Bachelor's Degree + 45 semester units (67.5 qtr units)	Bachelor's Degree + 60 semester units (90 qtr units)	Bachelor's Degree + 60 semester units (90 qtr units) Including Masters or MA + 15 sem. Units (22.5 qtr units)	Bachelor's Degree + 60 semester units (90 qtr units) Including Masters or MA + 30 sem. Units (45 qtr units)
Step	I	II	III	IV	V	VI	VI
1	44,855	46,143	48,325	50,614	53,008	-	-
2	45,536	47,690	49,946	52,310	54,786	-	-
3	47,061	49,286	51,620	54,065	56,625	-	-
4	48,637	50,939	53,350	55,876	58,525	-	-
5	50,267	52,648	55,140	57,754	60,493	63,363	63,363
6	51,954	54,414	56,991	59,691	62,524	65,491	65,491
7	53,696	56,239	58,905	61,698	64,625	67,696	67,696
8	55,497	58,127	60,883	63,773	66,801	69,972	69,972
9	-	60,080	62,931	65,917	69,046	72,327	72,327
10	-	62,099	65,044	68,134	71,372	74,764	74,764
11	-	-	67,233	70,428	73,772	77,281	77,281
12	-	-	69,496	72,798	76,258	79,884	79,884
13	-	-	-	75,250	78,827	82,576	82,576
14	-	-	-	77,784	81,481	85,363	85,363
15	-	-	-	-	82,126	86,297	86,297
16	-	-	-	-	83,470	87,934	87,934
17	-	-	-	-	84,813	89,571	89,571
18	-	-	-	-	86,159	91,209	91,209
19	-	-	-	-	87,503	92,845	92,845
20	-	-	-	-	88,847	94,481	94,481

**\* The salary schedule was reconfigured in 2007-08 to include all longevity and anniversary increments. No other longevity or anniversary increments will be provided.**

## Appendix B2 – Teachers' Salary Schedule

1. Teachers shall be placed on the salary schedule according to Education Code 45023.4 training and experience.
2. To qualify for a step increment, a teacher must have served at least five school months or one semester in the Orcutt Union School District during the school year. Credit will be given for a comparable period of employment when a teacher is granted a paid leave of absence to work for another employer who reimburses the district for the teacher's salary, benefits, and other related costs. The other employment must be beneficial to future district employment and must be approved in advance by the Board.
3. Advance in classification shall occur for course work completed and academic degrees earned prior to September 30 of the school year for which credit is sought, supported by transcripts of record with the district by October 30. In order to qualify, teacher must notify District as soon as possible of the intent to take course work during the summer which will result in change of classification.
4. Military service credit will be allowed up to two steps on the schedule provided the military service interrupted previous teaching service.
5. Five full years outside experience, including military service as described in paragraph 4, will be allowed on the schedule for teachers new to the district. Partial years will not be allowed. Outside experience must have been completed during the last ten (10) years and adequate proof of this experience must be shown.
6. No returning teacher shall receive a lower salary as a result of this salary schedule.
7. Any unit member working additional days as part of his/her regular assignment shall be paid at the unit member's daily rate.
8. For teachers not meeting EC 45023.4 requirements:
  1. New hires shall be paid annually at Step 1, Column 1 of the salary schedule, (non-new teacher) of the year of their hire until the requirements of EC 45023.4 are met
  2. Existing employees who do not meet the requirements of EC 45023.4 shall be frozen in column and step until those requirements are met.
  3. Employees who do not meet the requirements of EC. 45023.4 are not eligible for COLA adjustments.
  4. Any teacher frozen on the salary schedule shall receive credit for years of service in the district when they meet the requirements of EC. 45023.4.
  5. To receive credit for advancement in step and/or column upon meeting the requirements of EC. 45023.4, teachers must have fulfilled those requirements by September 30 and provided transcripts of record with the district during the school year in which advancement is sought.

Column I	Bachelor's Degree
Column II	Bachelor's Degree + 15 semester units* (22.5 qtr. units)
Column III	Bachelor's Degree + 30 semester units* (45 qtr. units)
Column IV	Bachelor's Degree + 45 semester units* (67.5 qtr. units) or MA
Column V	Bachelor's Degree + 60 semester units* (90 qtr. units) or MA + 15 semester units* (22.5 qtr. units)
Column VI	Bachelor's Degree + 60 semester units* (90 qtr. units) including Master's Degree or MA + 30 semester units* (45 qtr. units)

\*(All units must be either upper division or graduate, MA + units must be earned after the degree is granted. Lower division units may be credited if: [1] Prior approval is obtained from the Certificated Personnel Administrator; and [2] The units are for the purpose of clearing California credential requirements, application toward additional credential[s], or meeting a defined teaching area need as identified by the District.)

**INFORMATION ONLY - NOT NEGOTIATED: SUBSTITUTE TEACHER SCHEDULE\***

**Regular OR Emergency Credential - Per Day**

**1 - 10 days      \$ 105**

**11 - 20 days      \$ 110**

**21 - 100 days      \$ 115**

***(All are consecutive days in one assignment)***

**Home Teacher scale shall be \$30.00 per hour.**

**\*or rates required by EC 44956**

# Appendix B3 – Stipends

## Teachers' Salary Schedule

In the event that the District determines to provide extracurricular activities, unit members providing such services shall be paid stipends in accordance with the schedule set forth below.

\*For the 2016/17 school year, for the positions indicated, the amounts paid shall be the percent indicated for each position multiplied by the amount in Step 1, Column III, of the effective Teachers' Salary Schedule (Appendix B1). Amounts shall be rounded to the nearest dollar. (Revised 4/2017)

### A. Elementary Schools

- Yearbook Advisor shall receive \$924 (\*.0191)
- Track Coach shall receive \$991 (\*.0205)
- Elementary including charter Robotics Advisor shall receive \$800
- Elementary including charter, Professional Learning Community and Leadership Team members shall receive \$1200 yearly (up to 8 per school site)

### B. Junior High Schools

- Cheerleading Coach shall receive \$1513 (\*.0313)
- Girls Volleyball Coach shall receive \$1252 (\*.0259)
- Boys Volleyball Coach shall receive \$1252 (\*.0259)
- 7th Grade Girls Basketball Coach shall receive \$1513 (\*.0313)
- 7th Grade Boys Basketball Coach shall receive \$1513 (\*.0313)
- 8th Grade Girls Basketball Coach shall receive \$1513 (\*.0313)
- 8th Grade Boys Basketball Coach shall receive \$1513 (\*.0313)
- Track Coach shall receive \$991 (\*.0205)
- ASB Advisor shall receive \$1320 (\*.0273)
- Yearbook Advisor shall receive \$924 (\*.0191)
- Game Supervisor(s)\* shall receive \$50/game for single games; if the member signs up for six(6) or more games, then the member shall receive \$350 for the first (six) games and \$60/game thereafter
- Junior High Robotics Advisor not including charter shall receive \$800
- Junior High School including charter, Professional Learning Community and Leadership Team Members shall receive \$1200 yearly (up to 8 per school site)

### C. Academy High School

- Athletic Director shall receive \$3500
- Gym Supervisor shall receive \$1600
- Girls Varsity Volleyball Coach shall receive \$1400
- Girls JV Volleyball Coach shall receive \$1066
- Boys Varsity Volleyball Coach shall receive \$1400
- Boys JV Volleyball Coach shall receive \$1066

- Girls Varsity Soccer Coach shall receive \$1400
- Girls JV Soccer Coach shall receive \$1066
- Boys Varsity Soccer Coach shall receive \$1400
- Boys JV Soccer Coach shall receive \$1066
- Girls Varsity Basketball Coach shall receive \$1600
- Girls Varsity Basketball Assistant shall receive \$800
- Girls JV Basketball Coach shall receive \$1066
- Boys Varsity Basketball Coach shall receive \$1600
- Boys varsity Basketball Assistant shall receive \$800
- Boys JV Basketball Coach shall receive \$1066
- Girls Varsity Tennis Coach shall receive \$1400
- Girls JV Tennis Coach shall receive \$1066
- Boys Varsity Tennis Coach shall receive \$1400
- Boys JV Tennis Coach shall receive \$1066
- Track Coach shall receive \$1400
- Assistant Track Coach shall receive \$800
- Girls Cross Country Coach shall receive \$1400
- Boys Cross Country Coach shall receive \$1400
- Swim Coach shall receive \$1400
- Assistant Swim Coach shall receive \$800
- Assistant Dive Coach shall receive \$800
- Girls Golf Coach shall receive \$1400
- Boys Golf Coach shall receive \$1400
- Girls Varsity Softball Coach shall receive \$1400
- Girls Varsity Softball Assistant shall receive \$800
- Girls JV Softball Coach shall receive \$1066
- Boys Varsity Baseball Coach shall receive \$1400
- Boys Varsity Baseball Assistant shall receive \$800
- Boys JV Baseball Coach shall receive \$1066
- Cheerleading Coach shall receive \$1600
- Dance Coach shall receive \$800
- Varsity Football Coach shall receive \$1600
- Varsity Football Assistant shall receive \$800
- ASB Advisor shall receive \$2000
- Yearbook Advisor shall receive \$1600
- After-school Drama Advisor shall receive \$1400
- Performance Chorus Advisor shall receive \$1400
- Senior Class Advisor shall receive \$1400
- Robotics Advisor shall receive \$1400
- Assistant Robotics Advisor shall receive \$800
- High School including charter, Professional Learning Community and Leadership Team Members shall receive \$1200 yearly (up to 8 per school site)

**D. Miscellaneous**

- BCLAD - \$991 (\*.0205)
- Teacher-in-Charge shall receive \$1500 per year and those serving less than a year shall receive a pro rata share of that amount.
- English Learner Facilitator shall receive \$1000
- Drama Director shall receive \$1122 (\*.0232) - for a minimum of one (1) major production approved by the District
- Band Director shall receive \$1122 (\*.0232) - for a minimum of three (3) activities approved by the District.

## Appendix C

### 2017-2020 Class Size Memorandum of Understanding

# Appendix D

## 2017-2020 Class Size Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ORCUTT UNION SCHOOL DISTRICT  
AND  
ORCUTT EDUCATORS ASSOCIATION**

The Orcutt Union School District (“District”) and the Orcutt Educators Association (“Association”) enter into this Memorandum of Understanding (“MOU”) to take effect at the expiration of the current Class Size Memorandum of Understanding dated November 3, 2014 with an expiration of the 2016/2017 school year; this MOU shall be a successor memorandum of understanding intended to be valid from the 2017-2018 school year through the 2019/2020 school year.

This MOU is based upon the following recitals:

- A. Beginning with the 2013/2014 school year, the State of California enacted the Local Control Funding Formula (“LCFF”) which has a stated goal of providing additional funds to serve the students of the State of California.
- B. Upon full implementation of the LCFF, as a condition of the receipt of an additional adjustment to the kindergarten and grades 1 to 3, inclusive, base grant (“additional Class Size Reduction or CSR adjustment grant”), all school districts shall maintain an average class enrollment for each school site for kindergarten and grades 1 to 3, inclusive of not more than 24 pupils, unless a “collectively bargained alternative ratio” is agreed to by the school district. (Educ. Code, § 42238.02(d)(3)(D).)
- C. Beginning with the 2013-2014 school year and continuing until California Education Code section 42238.03(b)(4) is effective upon full implementation of the LCFF, as a condition of the receipt of the additional CSR adjustment grant, school districts with class size averages of more than 24 students will need to make progress towards maintaining an average class enrollment of not more than 24 pupils in kindergarten and grades 1 to 3, inclusive per school site pursuant to the calculations outlined in California Education Code section 42238.02(d)(3)(B), unless a “collectively bargained alternative annual average class enrollment” for each school site in those grades is agreed to by the school District.
- D. The District collectively bargains with the Association which represents the interests of the District’s teaching staff.

Therefore, based on the recitals above and recognizing the benefits available to the District students and the community as a whole, the Association and the District agree as follows:

1. The existing Class Size Memorandum of Understanding dated November 3, 2014, remains in effect through the end of the 2016-2017 school year.
2. For the 2017-2018 school year, the District shall maintain an average of 27 students at each school site, including Inclusion Students, per regular class unit member in TK, kindergarten, and grades 1 to 3, inclusive.

3. For the 2018-2019 school year, the District shall maintain an average of 27 students at each school site, including Inclusion Students, per regular class unit member in TK, kindergarten, and grades 1 to 3, inclusive.
4. For the 2019-2020 school year, the District shall maintain an average of 27 students at each school site, including Inclusion Students, per regular class unit member in TK, kindergarten, and grades 1 to 3, inclusive.
5. It is the intent of the Parties that this MOU addresses any and all obligations of the Parties to have “a collectively bargained alternative ration” and includes the Parties’ agreement on these issues as required to preserve the additional CSR adjustment grant as currently stated in the LCFF provisions, including California Education Code section 42238.02.
6. This MOU reflects the best efforts of the Parties to meet regulations and guidelines and documents the Parties commitment to work together to maintain the additional grant for the benefit of District students and the community as a whole.
7. The District acknowledges that it is responsible for the content and legality of this MOU.
8. This MOU will be in effect for the 2017-2018, 2018-2019, and 2019-2020 school years.

Submitted to the Parties for ratification:

Deborah L. Blow

Dr. Deborah Blow  
For the Orcutt Union School District

Monique Segura

Monique Segura  
For the Orcutt Educators Association

Oct. 13, 2016

Date

10-13-16

Date

Appendix D

2017-2018

Health Benefits Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ORCUTT UNION SCHOOL DISTRICT  
AND  
AND ORCUTT EDUCATORS ASSOCIATION**

The Orcutt Union School District ("District") and the Orcutt Educators Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding available health benefit plan options to take effect immediately upon execution by the Parties.

This MOU follows the District Joint Insurance Committee's meetings during the 2016-2017 school year. Those meetings were held to explore health insurance plans that would help reduce the costs for health benefits while maintaining access to quality plan options.

The Joint Insurance Committee recommended offering the options listed below to the employees of the District.

The Parties agree that, for the 2017-18 school year, the District will offer the following health insurance plans to Association Bargaining Unit Members during open enrollment:

1. Blue Cross 90-D (currently available option);
2. Blue Cross 90-G;
3. Blue Cross 80-E; and
4. Blue Cross 80-G.

In addition, the District insurance provider will continue to offer the Anthem PPO HSA-B plan as required by the Affordable Care Act.

The Parties agree that bargaining unit members will need to make their plan selection by August 17, 2017. The District will provide written notification of the options available along with a description of each plan to bargaining unit members via U.S. Mail and via email by July 15, 2017. OEA shall have the opportunity to provide input into the communication sent out to employees.

The Parties agree that this MOU and the additional plans does not preclude the Parties from negotiating regarding the cap on District contributions to employee health benefit costs during the 2017-2018 school year.

The Parties agree to meet and negotiate over any increase in the District contribution to health benefit plans during the 2017-2018 school year during reopener negotiations.

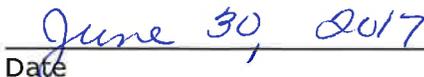
The cost breakdown for each plan for the 2017-2018 school year is attached as Attachment 1. The calculations and employer/employee contributions in the attachment are based upon the current agreed upon District contribution of \$8,160 for individuals, \$12,700 for two-party, and \$17,779 for family.

A description of each plan is attached as Attachment 2.

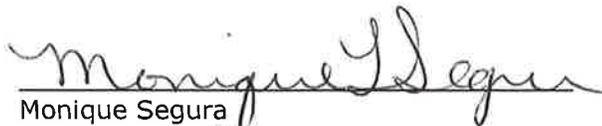
This MOU will sunset and revert to prior contract language on June 30, 2018, unless the Parties mutually agree to extend the MOU or ratify new language in the Collective Bargaining Agreement.



Dr. Deborah Blow  
For the Orcutt Union School District



Date



Monique Segura  
For the Orcutt Educators Association



Date