

**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, 2019 through June 30, 2022*

*Updated July 31, 2020*

**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 L. Segura**  
President  
Orcutt Educators Association

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**Date**

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**Dr. Holly Edds**  
Superintendent  
Orcutt Union School District

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**Date**

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# ARTICLE I

## DESIGNATION OF PARTIES AND AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July 2017 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 from a non-Charter position 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, 2019 through June 30, 2022 when it shall terminate.

This agreement shall not be extended beyond June 30, 2022 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 intellectual inquiry 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. District and Charter 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 lottery at the time of hire. 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. Site Seniority – Site Seniority, for this article only, shall be the amount of continuous service in a particular school in a probationary or permanent position. Certificated employees shall have site seniority in their assignment, such as classroom teacher, counselor, special education provider, etcetera. A certificated employee who accepts a special assignment for a period of three (3) years or less shall retain his or her site seniority. When two (2) certificated employees have the same district and site seniority, a lottery shall be used to break the tie.
- I. 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, 7-8,9-12.
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 (unless it is mutually agreed by OUSD and OEA) 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 involuntarily relocated, transferred or reassigned during the academic, 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. In the alternative, a bargaining unit member may elect to be compensated for up to 12 hours for time spent moving and/or preparing for the new assignment at the rate indicated in Article IX, Section 13.

If a bargaining unit member is involuntarily relocated, transferred or reassigned for any reason at the end of a school year, the District shall compensate the member for up to 6 hours for time spent moving and/or preparing for the new assignment at the rate indicated in Article IX, Section 13.

The District agrees to provide assistance for the moving of instructional materials to the new school site or room.

- 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. 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.
- D. 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 15th, 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, shall 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. For the purpose of referral to the PDP 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 (Appendix A2) 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.

Mentors shall be mutually agreed upon by both the District and the unit member. If agreement cannot be reached, the District shall choose a mentor and submit to the unit member, in writing, the basis for the chosen mentor. The unit member may submit a written statement as to why he/she disagrees with the chosen mentor; this statement will become part of the official evaluation documents.

M. Forms A, B, C, D, E, F, & G mentioned in this article (VI) as relating to the Certificated Teacher Evaluation shall be indexed in Appendix A2, "Certificated Teacher Forms."

N. The "Performance Standards" section of the Orcutt Union School District Certificated Teacher Evaluation (Form B) shall be amended from four to three levels of teaching Practice.

3. Satisfactory

2. Needs Improvement

1. Unsatisfactory

O. Form G (Professional Development Plan) shall be amended to replace "PAR Consulting Teacher" with "Mentor Teacher."

# 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, spouse'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, domestic partner, 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, 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 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. Pregnancy Disability Leave and Maternity Leave**

- A. Pursuant to California Government Code section 12945, a female bargaining unit member who is medically unable to continue working due to a pregnancy-related disability shall be entitled to leave for a reasonable period of time not to exceed four months. Reasonable period of time means that period during which the female employee is disabled on account of pregnancy, childbirth, or a related medical condition.
- B. A bargaining unit member taking Pregnancy Disability Leave shall remain entitled to participate in the District's group medical plan at the same level as if she had continued in employment.
- C. Such leave shall be subject to applicable law.
- D. 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.

12. **Baby Bonding Leave**

- A. Eligible bargaining unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). When both parents are employees of the District, the employees are jointly entitled to 12 total weeks.
- B. An eligible employee is one who has been employed by the District for at least 12 months.
- C. For birthing mothers, this 12-week period will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.
- D. Pursuant California Education Code section 44977.5, an employee exhausts all available paid leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.
- E. Baby Bonding Leave shall run concurrently with other applicable leaves, including FMLA leave.

13. **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.

**14. 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.

**15. 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, or who is required to take time off work to provide care for a member of his or her immediate family who suffers from a 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 or his or her immediate family 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.

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. The District shall maintain an average regular class enrollment of 27 students, including Inclusion students for each school site for transitional kindergarten, kindergarten, and grades 1-3, inclusive, while maintaining a class ratio for kindergarten of 25 to 1.
2. 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 7-12.

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 on the 25<sup>th</sup> school day 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. Teachers shall be compensated at .2 of their 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.

3. 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.

4. Those grade level teachers affected by a combination class shall receive \$2000.00 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 \$1500 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. In the case of a secondary unit member teaching multiple courses within in one course period, the unit member shall receive a percentage of the above stipend based on the percentage of the teaching day in which the multiple-curriculum class or classes is/are taught.
5. 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.

6. The District and the Association will cooperatively monitor the District's enrollment impacting class sizes and caseloads at grades TK-6 and grades 7-8 and imbalances in enrollment at grades 7-8, and 9-12.
7. TK-6 teachers, Adaptive PE (APE) teachers, Inclusion teachers, Special Day Class Teachers (SDC), Resource Specialists (RSP), and 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.

Music and 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 an odd 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.
19. The District shall allow Transitional Kindergarten and Kindergarten bargaining unit members to conduct assessments of incoming students on non-duty days prior to the start of the school year.  
  
In exchange, those bargaining unit members who participate in the assessments will be provided one (1) day of compensatory time off for each day of assessment to a maximum of two (2) days, mutually agreed upon by the unit member and the site supervisor.
20. The decision to ask bargaining unit members to teach an assignment/section greater than 1.0 FTE is within the discretion of the District. These assignments are generally referred to as .20 assignments. These assignments shall be year to year.
  - A. When the District decides to offer a .20, it shall be posted via email to all bargaining unit members.
  - B. The posting shall be announced at least one week prior to the deadline for applications.
  - C. Any bargaining unit member may apply.
  - D. The District retains the right to select the candidate based upon the District's screening process.

21. Special Education Staff (SH, LH, Inclusion, Resource, APE, and Speech) shall be Compensated for attending IEP meetings held outside of the contract day at the hourly rate based on Step 2, column 4 of the Certificated Salary Schedule (Appendix B) in the Collective Bargaining Agreement.
22. General Education teachers who are required to participate in IEP meetings held outside the contract day shall be compensated at the hourly rate established in Article IX, Section 13 of the Collective Bargaining Agreement.

# ARTICLE X

## COMPENSATION

1. For the 2019-2020 school year, the District will compensate teachers in accordance with the 2019-2020 salary schedule in 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. The District will contribute up to the following amounts to health benefits for bargaining unit members:

Individual recipients:	\$8,160.00
Two-party recipients:	\$12,700.00
Family recipients:	\$17,779.00

The remaining cost of the plans over the above amounts will be the responsibility of each bargaining unit member.

3. 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 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.

4. 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.

5. Unless otherwise stated herein, provisions of this Article shall not be effective until formal ratification and shall be non-retroactive.
6. 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.
7. 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.

8. In the event 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.<sup>5</sup> 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.

## 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, email, 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. The District shall bill the Association monthly.

5. Due to the passage of Assembly Bill 119, the District shall provide the Association with notice of all current and newly hired employees (within 30 days) via electronic mail. The District shall provide the Association mandatory access to its new employee orientations. The Association shall be granted 30 minutes for Association use during new employee orientations.
6. The Association and the District agree on the importance of the Labor Management Council ("LMC"). The Association and the District intend to use LMC to: resolve employee/administration conflicts or disputes; share information; discuss and resolve grievances; address complaints and issues; and assist sites with problem solving.

The Association and the District shall endeavor to build and model a climate of ongoing problem solving that enhances outcomes for the District and the Association.

The parties shall meet as needed upon mutual agreement at mutually agreed upon dates and times.

The Parties shall each designate two appropriate representatives to attend LMC. If additional attendees are needed, then the Parties may request, in advance, to bring additional attendees.

## 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 Association, a revocable assignment authorizing deduction of unified membership dues, initiation fee and general assessments in the Association. The Association shall provide the District with a list of those bargaining unit members who have applied for membership 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.

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

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

### TEACHERS ON SPECIAL ASSIGNMENT

1. The decision regarding whether to offer TOSA positions is within the discretion of the District. The assignment to a TOSA position shall be year-to-year, but shall be reoffered to all qualified bargaining unit members at least every three years.
2. A TOSA is a teacher who performs teaching related duties outside the classroom in a position other than a classroom assignment. Duties shall typically include, but not be limited to, supporting other teachers in the implementation of new curriculum and teaching methodologies, demonstration lessons, data review, assessment development, use of technology, and other classroom support.
3. TOSA's shall not be counted in the normal student to teacher ratios that govern class size averages, caseloads and/or caps.
4. In no case shall the TOSA's duties include evaluation, or supervision of another bargaining unit member.
5. TOSA's shall work the same contractual year and days as regular classroom teachers and be paid the same as a regular teacher according to the District's salary schedule. Any work assigned to TOSAs outside of the contract year shall be by mutual agreement between the TOSA and the District and shall be paid at the hourly rate indicated in Article IX paragraph 13.
6. TOSA positions shall be posted for all certificated employees at all sites in order that all qualified bargaining unit members may apply. Unit members must be of permanent status with at least five (5) years of classroom experience to apply.

7. A bargaining unit member assigned to a TOSA position shall have the option to return to her/his prior classroom position, providing her/his prior classroom position is occupied by a temporary teacher or is otherwise vacant. If the teacher's last classroom position is not occupied by a temporary teacher or is not otherwise vacant, the teacher shall be allowed to choose from a list of available openings according to Article V-Transfers and Reassignments.
8. A TOSA shall have the following rights:
  - a. To notify OEA and the District that she/he wishes to return to the classroom or her/his previous position at the beginning of the coming school year. This request shall be by February 1<sup>st</sup> of the school year prior to return.
  - b. If the District can no longer fund a TOSA position or otherwise wishes that a TOSA be reassigned to her/his regular teaching position, the District shall notify the TOSA by March 15 of the current school year for reassignment at the beginning of the following school year.

## 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 2020-2021 and 2021-2022 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 the Association with 100 copies of the Agreement at the District's expense and email the Agreement to each bargaining unit member in a searchable PDF or similar file, and promptly post the Agreement on the District website.
5. When negotiations occur during the school year, the District agrees to pay for up to 36 substitute days for the purposes of at the table negotiations.

## 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 – 2019-2020 Certificated Salary Schedule

**ORCUTT UNION SCHOOL DISTRICT  
2019-20 CERTIFICATED 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 + 30 sem. Units (45 qtr units)
			or Masters	or MA + 15 sem. Units (22.5 qtr units)	

Step	I	II	III	IV	V	VI
1	45,999	47,320	49,557	51,905	54,360	56,931
2	46,697	48,906	51,220	53,644	56,183	58,842
3	48,561	50,543	52,936	55,444	58,069	60,819
4	49,877	52,238	54,710	57,301	60,017	62,863
5	51,549	53,991	56,546	59,227	62,036	64,979
6	53,279	55,802	58,444	61,213	64,118	67,161
7	55,066	57,673	60,407	63,271	66,273	69,422
8	56,912	59,609	62,436	65,399	68,504	71,756
9	-	61,612	64,536	67,598	70,807	74,171
10	-	63,683	66,703	69,871	73,192	76,670
11	-	-	68,947	72,224	75,653	79,252
12	-	-	71,268	74,654	78,203	81,921
13	-	-	-	77,169	80,837	84,682
14	-	-	-	79,767	83,559	87,540
15	-	-	-	-	85,439	89,510
16	-	-	-	-	87,361	91,524
17	-	-	-	-	89,327	93,583
18	-	-	-	-	91,337	95,689
19	-	-	-	-	93,391	97,841
20	-	-	-	-	95,494	100,043

## Appendix B2 – Teachers' Salary Schedule Provisions

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\***

**Daily Sub Rates for OUSD:**

Short term/day-to-day assignments:

1-10 days                    \$110/day

11-20\* days                \$115/day

21-30\* days                \$120/day

\*consecutive days in the same classroom

**Daily Statutory Leave Rates**-Rates for long term assignments lasting more than 30 consecutive days for TPSL and Credentialed Teachers.

1-30 days                    \$140/day

31-60 days                  \$200/day

If an assignment lasts more than 60 days, then the teacher will be compensated according to the certificated salary schedule.

# Appendix B3 – Stipends

## Teacher's 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)
- Elementary School Student Council Advisor shall receive \$1,000
- Math Bowl Coach shall receive \$211
- Battle of the Books Coach shall receive \$211

### 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 – Calendar MOU

2020-2021  
Calendar  
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") regarding the 2020-2021 Calendar.

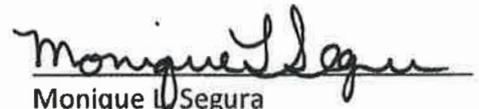
1. For the 2020-2021 Calendar the Parties agree to the following changes to the 2020-2021 calendar *(see attached calendar)*
  - A. Convocation (the first day to report for most certificated employees) shall be August 10, 2020
  - B. August 11, 2020 shall be a Professional Development day (**formerly on September 8, 2020**).  
August 12, 2020 shall be a teacher work day (except for 7<sup>th</sup> grade WOW teachers).
  - C. August 13 and 14, 2020 shall be a minimum days for students.
  - D. Elementary Conferences (minimum days) will be moved to August 24-28, 2020 (**formerly September 28-October 2, 2020**).

The District and OEA also agree to meet and negotiate over the 2021-2022 calendar and make all reasonable efforts to agree upon a calendar prior to the October 2020 Board meeting



Dr. Holly Edds  
For the Orcutt Union School District

Date: 7/13/2020



Monique L Segura  
For the Orcutt Educators Association

Date: 7-13-2020



August 2020 (13)							September 2020 (21)							October 2020 (22)							November 2020 (14)						
Su	M	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	Sa
						1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30					
30	31																										

**ELEMENTARY INCLUDING CHARTER K-8**  
**(Wednesdays Early Dismissal)**  
 8/7 - New Teachers Begin  
 8/10 - Convocation  
 8/12 - Work Day  
 8/13-14 First Days of School for all grades (Minimum Day)  
  
**Minimum Days**  
 8/13, 8/14, 8/24-28, 3/10- 3/12, 4/2, 6/4  
**K-6 Parent Conferences**  
 8/24-28, 3/10 - 3/12  
**End of Trimesters**  
 11/06 (First), 03/05 (Second)  
**6/4/2021 - LAST DAY OF SCHOOL**

December 2020 (14)							January 2021 (14)							February 2021 (18)							March 2021 (23)						
Su	M	Tu	W	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	Sa
		1	2	3	4	5						1	2		1	2	3	4	5	6		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28							28	29	30	31			
							31																				

**JUNIOR HIGH SCHOOLS**  
**(Wednesdays Late Starts)**  
 8/7 - New Teachers Begin  
 8/10 - Convocation  
 8/12 - Work Day and 7<sup>th</sup> graders only shortened day  
 8/13-14 First Days of School (Minimum days)  
  
**Mid Quarter Conferences**  
 09/17 (Shortened day), 11/19 (full day),  
 02/25 (full day)  
  
**Minimum Days**  
 9/18, 10/16 (end of 1<sup>st</sup> qtr.), 11/20, 1/22 (end of 2<sup>nd</sup> qtr.), 2/26,  
 3/26 (end of 3<sup>rd</sup> qtr.), 6/1, 6/2, 6/3, 6/4 (end of 4<sup>th</sup> qtr.)  
**6/3/2021 - LAST DAY OF SCHOOL 7<sup>TH</sup> GR., 6/4/2021 8<sup>TH</sup> GR.**

April 2021 (17)							May 2021 (20)							June 2021 (4)							July 2021						
Su	M	Tu	W	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	Sa	Su	Mo	Tu	W	Th	Fr	Sa
				1	2	3							1			1	2	3	4	5					1	2	3
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
							30	31																			

**ORCUTT ACADEMY HIGH SCHOOL**  
 8/7 - New Teachers Begin  
 8/10 - Convocation  
 8/12 - Workday  
 8/13-14 - First Days of School for all grades (Minimum day)  
  
**Minimum Days**  
 8/13-14 First Day of School  
 8/21 Grade Prep  
 9/25 Grade Prep  
 12/15-12/17 Finals  
 12/18 End of 1<sup>st</sup> Semester  
 2/26 Grade Prep  
 4/2 Grade Prep  
 6/1-6/4 Finals  
  
**Parent Teacher Conferences**  
 9/24, 2/25  
**Progress Reports**  
 9/18, 10/30, 2/19, 4/15  
  
**6/4/2021 - GRADUATION**  
 Board Approved 07/15/2020

**Holidays**  
 September 7, 2020 - Labor Day  
 November 11, 2020 - Veteran's Day  
 November 23 - 27, 2020 - Thanksgiving Break  
 December 21 - Jan. 8, 2021 Winter Break  
 January 18, 2021 - Martin Luther King Jr. Day  
 February 8, 2021 - Lincoln's Birthday  
 February 15, 2021 - President's Day  
 April 5-9, 2021 - Spring Break  
 May 31, 2021 - Memorial Day

**Legend**  
 = New Teachers in Service  
 = First and Last Day of school  
 = Odd Block Days for Orcutt Academy High School  
 = Even Block Days for Orcutt Academy High School  
 = Non-Block Days for Orcutt Academy High School  
 = Staff Development Days (no school)  
 = Holiday

## Appendix D – PE Aide MOU

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

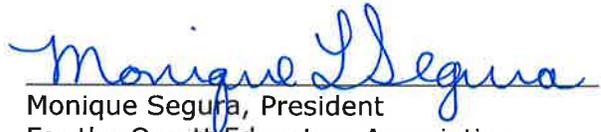
This memorandum of understanding ("MOU") is entered into by the Orcutt Union School District ("District") and the Orcutt Educators Association ("OEA") regarding class sizes in elementary school physical education ("PE") classes.

This MOU is effective upon the date signed through June 30, 2021.

If the District maintains a PE class in grades K-3 with more than 45 students, the District shall provide an hourly instructional assistant to assist the PE teacher and students.

If the District maintains a PE class in grades 4-6 with more than 50 students, the District shall provide an hourly instructional assistant to assist the PE teacher and students.

  
\_\_\_\_\_  
Dr. Deborah Blow  
For the Orcutt Union School District

  
\_\_\_\_\_  
Monique Segura, President  
For the Orcutt Educators Association

Date: 3-18-20

Date: 3-18-2020

## Appendix E – High School MOU



**BOARD OF TRUSTEES**  
SHAUN HENDERSON  
LISA MORININI  
LIZ PHILLIPS  
MARK STELLER  
MELANIE WAFFLE

DEBORAH BLOW, Ed.D.  
*District Superintendent*  
WALTER CON  
*Assistant Superintendent*  
HOLLY EDDS, Ed.D.  
*Assistant Superintendent*  
SUSAN SALUCCI  
*Assistant Superintendent*  
KIRBY FELL  
*Chief Technology Officer*

Where a Dedicated Staff Means  
**KIDS COME FIRST**

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

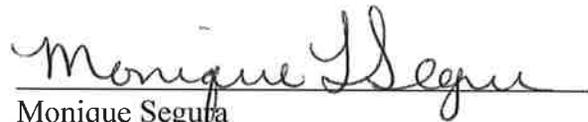
The Orcutt Union School District (“District”) and the Orcutt Educators Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding the Orcutt Academy High School schedules for both instructional minutes and collective bargaining agreement (CBA) student contact minutes.

For the 2020-21 school year, the attached schedules, adjusted for an 8:30AM start time will be in effect. The District and the Association agree that during the 2020-21 school year, the CBA student contact minutes will be an average for one week. The student contact minutes will not exceed a weekly average of 360 minutes of student contact time per day as articulated in Article IX, section 3. This weekly average applies only to OAHS.

For the 2020-21 school year, the District and the Association agree that the teachers at OAHS will engage in a Professional Learning Community (PLC) meeting every Wednesday. The meeting will begin after the time of the ending bell for the last period of the day, for 45 minutes. This 45 minute PLC meeting applies only to OAHS.

This MOU will sunset and revert to prior contract language on June 30, 2021.

  
\_\_\_\_\_  
Susan Salucci  
For the Orcutt Union School District

  
\_\_\_\_\_  
Monique Segufa  
For the Orcutt Educators Association

Date: 2/13/20

Date: 2-13-20

## OAHS 2019-2020 Bell Schedule

Regular Day				Block Days (PLC)				Minimum Day			
Period	From	To	Min	Period	From	To	Min	Period	From	To	Min
Period 1	7:49 AM	8:47 AM	58	Period 1/2	7:49 AM	9:27 AM	98	Period 1	7:49 AM	8:23 AM	34
Passing	8:47 AM	8:53 AM	6	Passing	9:27 AM	9:34 AM	7	Passing	8:23 AM	8:29 AM	6
Period 2	8:53 AM	9:51 AM	58	Break	9:34 AM	9:40 AM	6	Period 2	8:29 AM	9:03 AM	34
Passing	9:51 AM	9:57 AM	6	Period 3/4	9:40 AM	11:18 AM	98	Passing	9:03 AM	9:09 AM	6
Break	9:57 AM	10:02 AM	5	Passing	11:18 AM	11:25 AM	7	Period 3	9:09 AM	9:45 AM	36
Period 3	10:02 AM	11:04 AM	62	Spin & Spartan Seminar	11:25 AM	12:02 PM	37	Break	9:45 AM	9:55 AM	10
Passing	11:04 AM	11:10 AM	6	Lunch	12:02 PM	12:42 PM	40	Passing	9:55 AM	10:01 AM	6
Period 4	11:10 AM	12:08 PM	58	Passing	12:42 PM	12:49 PM	7	Period 4	10:01 AM	10:35 AM	34
Lunch	12:08 PM	12:48 PM	40	Period 5/6	12:49 PM	2:27 PM	98	Passing	10:35 AM	10:41 AM	6
Passing	12:48 PM	12:54 PM	6					Period 5	10:41 AM	11:15 AM	34
Period 5	12:54 PM	1:52 PM	58					Passing	11:15 AM	11:21 AM	6
Passing	1:52 PM	1:58 PM	6					Period 6	11:21 AM	11:55 AM	34
Period 6	1:58 PM	2:56 PM	58					Minutes Per Day:			236
Minutes Per Day:			382	Minutes Per Day:			352	Days per School Year		12	
Days per School Year			101	Days per School Year			64	Total Minutes		2832	
Total Minutes			38582	Total Minutes			22528				

### Minimum Days

Aug. 14  
 Aug. 23  
 Sept. 27  
 Dec. 17  
 Dec. 18  
 Dec. 19  
 Dec. 20  
 Feb. 28  
 Apr. 9  
 June 3  
 June 4  
 June 5

Testing Days			
Period	From	To	Min
Test 1	7:49 AM	9:00 AM	71
Passing	9:00 AM	9:05 AM	5
Test 2	9:05 AM	10:05 AM	60
Break	10:05 AM	10:15 AM	10
Period 1/2	10:15 AM	11:30 AM	75
Lunch	11:30 AM	12:10 PM	40
Passing	12:10 PM	12:15 PM	5
Period 3/4	12:15 PM	1:30 PM	75
Passing	1:30 PM	1:35 PM	5
Period 5/6	1:35 PM	2:50 PM	75
Minutes Per Day:			371
Days per School Year			3
Total Minutes			1113

I, Rhett Carter, principal of Orcutt Academy High School, certify that grade levels 9-12 will receive the following number of Instructional Minutes for the 2019-2020 school year.

65055

Grand Total	
Required Minutes	64800
Minutes in the Year	65055
Deficit - /Excess +	255

## Appendix F – Concurrent Enrollment MOU

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

The Orcutt Union School District ("District") and the Orcutt Educators Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the concurrent enrollment. Concurrent enrollment is a program whereby the District and nearby community college, Allan Hancock College ("AHC"), offer college credit for courses taken at Orcutt Academy High School ("OAHS").

**1. Compensation**

- A. Teaching a concurrent enrollment course does not change a bargaining unit member's status as a District employee. The compensation pursuant to this memorandum of understanding is in addition to an employee's regular compensation as a classroom teacher and will follow the District's standard procedure for payment for work compensated by stipend.
- B. Bargaining unit members will receive \$500 for each semester for each unique concurrent enrollment course being taught. In addition, bargaining unit members who teach a concurrent enrollment course will receive \$100 per each section taught in each semester.

Example 1: a bargaining unit member who teaches two sections of the same course in each semester will receive \$500 x 2 semesters, plus \$100 dollars per section taught in each semester for an additional \$100 x 2 sections per semester. This example teacher would receive a stipend of \$1,400 dollars.

Example 2: a bargaining unit member who teaches two unique concurrent enrollment courses in each semester will receive \$1000 x 2 semesters, plus \$100 dollars per section taught in each semester for an additional \$100 x 2 sections per semester. This example teacher would receive a stipend of \$2,400 dollars.

The compensation described above is in exchange for the additional work that comes with teaching concurrent enrollment courses, such as any required additional grading, data entry, paperwork, professional development required by AHC, or any other duties related to the course.

**2. Working Conditions**

- A. All concurrent enrollment courses will follow the current Association and District collective bargaining agreement ("CBA").
- B. All concurrent enrollment courses offered will follow the bell schedule at the site.
- C. Evaluations performed by AHC in relation to concurrent enrollment courses cannot be used for District evaluation purposes. The District shall follow the CBA for evaluating employees teaching concurrent enrollment courses.

This MOU will sunset and revert to prior contract language on June 30, 2020. The parties may mutually agree to extend the MOU or to ratify new language in the CBA.

  
\_\_\_\_\_  
Dr. Holly Edds  
For the Orcutt Union School District

  
\_\_\_\_\_  
Monique Segura  
For the Orcutt Educators Association

Date: 7/9/2020

Date: 7-9-2020

## Appendix G – Hiring Incentive MOU

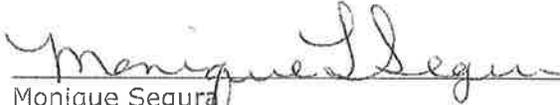
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ORCUTT UNION SCHOOL DISTRICT  
AND  
ORCUTT EDUCATORS ASSOCIATION**

The Orcutt Union School District ("District") and the Orcutt Educators Association ("OEA") enter into this Memorandum of Understanding ("MOU") regarding a hiring incentive for hard to fill positions.

The District and OEA agree to the following:

- 1) The Parties agree that the following positions are identified as hard to fill: junior high and high school math, junior high and high school science, special education, and speech and language pathologist positions as hard to fill.
- 2) The District shall compensate new hires into the hard to fill positions beginning July 1, 2018 with a hiring bonus of \$5,000.
- 3) The \$5,000 will be paid in two installments, one at the beginning of the teacher's first year and one at the beginning of the teacher's second year, if they return. If they do not return for any reason, the second payment shall not be made.
- 4) The payments shall be made as close to the date of the first pay warrant as practically possible.
- 5) This MOU will be in effect for the 2018-2019, 2019-2020, and 2020-2021 school years.

  
\_\_\_\_\_  
Dr. Deborah Blow  
For the Orcutt Union School District

  
\_\_\_\_\_  
Monique Segura  
For the Orcutt Educators Association

02/05/18

2-5-18

## Appendix H – Health Benefits MOU



**BOARD OF TRUSTEES**

ROB BUCHANAN  
ROBERT HATCH  
LISA MORININI  
DR. JAMES PETERSON  
LIZ PHILLIPS

DEBORAH BLOW, Ed.D.  
*District Superintendent*  
WALTER CON  
*Assistant Superintendent*  
HOLLY EDDS, Ed.D.  
*Assistant Superintendent*  
SUSAN SALUCCI  
*Assistant Superintendent*  
KIRBY FELL  
*Chief Technology Officer*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ORCUTT UNION SCHOOL DISTRICT  
AND  
THE 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 for the 2018-2019 school year.

This MOU follows the District Joint Insurance Committee’s (“Committee”) meetings during the 2017-2018 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.

Based upon the Committee’s recommendation, the Parties agree that the following plan options will be offered to Bargaining Unit Members during open enrollment for the 2018-2019 school year:

- 1) Blue Cross 90-D (7-25 pharmacy);
- 2) Blue Cross 90-G (7-25 pharmacy);
- 3) Blue Cross 80-E (7-25 pharmacy);
- 4) Blue Cross 80-G (7-25 pharmacy); and
- 5) Blue Cross 80-L (9-35 pharmacy).

In addition, the District insurance provider will continue to offer the Anthem PPO HSA-B plan.

The plan premiums are outlined in the attached.

The open enrollment period will be 7/1/18-8/15/18

The calculations and employer/employee contributions in the attachment are based upon the current agreed upon District contributions of \$8,160 for individuals, \$12,700 for two-party, and \$17,779 for family.

Deborah A. Blow  
Dr. Deborah Blow  
For the Orcutt Union School District

Monique Segura  
Monique Segura  
For the Orcutt Educators Association

Date: 6-12-18

Date: 6-12-18