Orange Unified School District and Orange Unified Education Association, California Teachers Association, National Education Association (1989)
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Comments
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OUUSD/OUEA COLLECTIVE AGREEMENT

ORANGE UNIFIED SCHOOL DISTRICT

1989 - 1992

ORANGE CITY, CA  92866-6304

Mr. Fjshner
Orange U.S. District
P.O. Box 11022
Orange, Ca.  92866

Orange Unified Educator Assn. (NEA file)
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ARTICLE 1: PREAMBLE

1.100 The provisions contained herein constitute a binding agreement by and between the Orange Unified School District, hereinafter referred to as the "District," and the Orange Unified Education Association, affiliated with the California Teachers Association and the National Education Association, hereinafter referred to as the "Association" or "Organization."

1.200 The District recognizes the Association for purposes of collective negotiations, pursuant to Government Code Sections 3540 et seq., as the exclusive representative for all contractual non-management certificated employees as certified in the official District recognition statement which is set forth in Appendix A, which may be modified upon mutual agreement of the parties.

1.300 Any notice to be given by one party to the other under this Agreement will be given by certified or registered mail. If given by the District, said notice will be sent to the Association, located at 349 East Grove Avenue, Orange, California 92665; and, if given by the Association, said notice will be sent to the District located at 370 North Glassell Street, Orange, California 92666. Either party may, by like written notice, change the address at which notice to it may be given.

1.400 This Agreement shall begin on the date of execution and continue until June 30, 1992. Requests by the Association to modify the Agreement shall be submitted to the District no later than 150 calendar days of the termination date. The District will begin negotiations within 45 calendar days of the receipt of the specific proposals from the Association.

1.500 Upon request, the District will provide to the Association copies of information which is necessary for negotiations and contract administration and which is part of the District's "good faith" obligations; provided, however, that such information is reasonably obtainable, is not confidential in nature, and does not consist of a work-product prepared for negotiations or for contract administration.
ARTICLE 2: COMPENSATION

2.100 For the period of this Agreement, or as mutually agreed otherwise, the unit members will be paid salaries in accordance with the salary schedules as set forth in Appendix B1 for regular full-time unit members, Appendix B2 for Media Specialists, Appendix B3 for Counselors, Article 2.5000 and Appendix B4 for Extra Pay Assignments, Appendix B5 for Psychologists and Appendix B6 for R.O.P. teachers.

Part-time unit members will be paid on a prorated basis in accordance with the practice in existence at the signing of this Agreement.

2.200 The regulations for salary placement and advancement will be according to the provisions of Appendix C and C1.

2.300 Base Benefits

2.310 For the period of October 1, 1989 through September 30, 1990, the District will contribute up to a maximum of $4,917.72 per each full-time unit member and their dependents, for payment of fringe benefit premiums. The benefit specifications and carrier(s) shall be those as set forth in Appendix D.

2.320 The Association and the District agree to participate in the Employee/Employer Benefit Trust entitled the Orange Unified School District Health and Welfare Benefit Fund, dated February 21, 1985, hereinafter referred to as the "Benefit Trust Fund." The Agreement establishing the Benefit Trust Fund is incorporated into this document and is appended as Appendix K.

2.330 The Benefit Trust Fund and the Plan established pursuant to the Benefit Trust Fund Agreement (Appendix K) shall be used for the purpose of providing for the benefits of the unit members' health and welfare benefits as defined in Sections 35432 and 53200 of the Government Code and this Agreement. Further, the Benefit Trust Fund shall provide for financing the operation and administration of the Benefit Trust Fund in
ARTICLE 2: COMPENSATION - continued

accordance with the Benefit Trust Fund Agreement (Appendix K).

2.340 Upon assumption of the obligations set forth in Section 2.330 above, the parties agree that the District will not be liable for providing benefits specified herein, but will be responsible solely for payment, into the Trust, of the designated and agreed upon amount of funds as specified in 2.310 above.

2.400 Former employees, surviving spouse and dependent children may continue the Health Plan provided by the District at his/her own expense as required by state and federal statutes and/or regulations.

2.500 The District shall provide payroll deductions for tax sheltered annuities for the annuity of the unit member's choice.

2.600 Retiree Health and Welfare Benefits

2.610 For the period of October 1, 1989 through September 30, 1990, the District will contribute up to a maximum of $4,841.52 to underwrite the cost of health, dental, and vision insurance for full-time unit members who retire from the District and who have been employed in the District the equivalent of ten (10) years or longer and their dependents.

2.620 Surviving spouses of retirees may participate in the Health Plan provided by the District at his/her own expense as required by state and federal statutes and/or regulations.

2.630 Retiree and retiree spouse and surviving spouse benefits outlined in 2.610, above shall be managed by the Benefit Trust Fund as outlined in Articles 2.320 - 2.350.

2.640 The District will contribute to the Trust $0.32 per month per unit member in order to fund a study by the Trust regarding: a) the long range impact of retiree participation, b) cost
ARTICLE 2: COMPENSATION - continued

containment measures, and c) coordination with Medicare.

2.700 Early Retirement

2.710 The District shall maintain programs for early retirement and pre-retirement part-time employment as set forth in Appendices E1, E2, E3, and E4.

2.720 Unit members who desire to participate in early retirement programs as outlined in Appendices E1, E2 and E4, must submit their letter of intent to the District no later than February 28 of the year in which they plan to participate.

2.800 Salary and fringe benefits may be adjusted pursuant to the re-opening provisions of Article 20.

2.900 Extended Work Day Compensation

2.910 Emergency Service Compensation

In the event a unit member is requested by the Superintendent or designee to work beyond the normal work day or work week to repair an instructional area due to fire, flood or vandalism, the unit member shall be paid the miscellaneous rate to a maximum of eight (8) hours.

2.920 Unit members shall not be required to provide additional duties during preparation time. Should unit members volunteer to provide such duties, those additional duties that require the loss of preparation time shall be compensated at the unit member's miscellaneous hourly rate of pay and shall be paid upon notification and accounting of the time lost. Additional duties before and after the work day must have the immediate supervisor's approval and are paid at a rate equal to the unit member's miscellaneous hourly pay.

2.930 Substitute Service Provision

2.931 Unit members who voluntarily provide substitute service -4-
shall be paid at the miscellaneous hourly rate of pay, as outlined in Article 6.3000. However, any time worked beyond forty-five minutes shall be credited as having worked one (1) full hour and, at a minimum, any time worked shall be credited as one-quarter (1/4) hour of work.

2.1000 Hourly Salary/Rate of Pay

"Hourly salary" or "hourly rate of pay" shall be determined for unit members as follows:

2.1010 Unit members assigned to an elementary work site shall have their annual salary divided by the number of annual work days, with that quotient divided by six.

2.1020 Unit members assigned to the secondary schools shall have their annual salary divided by the number of annual work days, with that quotient divided by the number of teaching periods. (Senior High has five (5) teaching periods. Junior High has six (6) teaching periods.)

Example: IF: Work days = 185, Annual salary = $30,000, Teaching periods = 6. THEN: Hourly salary/pay rate = $30,000, divided by 185 divided by 6 = $27.03.

2.2000 Miscellaneous Hourly Rate of Pay

"Miscellaneous Hourly Rate of Pay," as referred to in this agreement shall be defined as .08% of Step 1, Column A salary on the Teacher/Nurse Schedule. "Step 1" as listed in this provision shall not be confused with the "Entry Level Salary." This provision shall become effective the 1987/1988 year of this agreement. Example: If, Step 1, Column A were $25,000, then the Miscellaneous Hourly Rate of pay would be $20.00, calculated as follows: $25,000 x .0008 = $20.00.

2.3000 The unit member may request to have his/her salary or a portion of his/her salary electronically transferred to a financial institution of his/her choice. If the County Department of Education
ARTICLE 2: COMPENSATION - continued

offers electronic transfer of salary to a financial institution of the unit member's choice, the District will provide this option to unit members as provided by County regulations.

2.4000 Stipends, extra duty remuneration, and overtime pay of salary shall be paid to the unit member in a manner so as to minimize the effect of additional taxation due to increased compensation in any pay period(s).

2.5000 In the 1989/1990 school year, the stipend amounts listed in Appendix B4 shall be increased, at a minimum, to the County median for stipend positions, if necessary. The total amount of the increase shall not exceed $10,000.

2.6000 Mileage

Unit members will continue to be eligible for mileage reimbursement at the rate of twenty (20) cents per mile according to the established practices of the District for such reimbursement. In addition, reimbursement will be available for "Open House," "Back-To-School" and supervision duties which require a unit member to return to school in the evening and which are not compensated by listed stipends. Payment will be made upon the accumulation of a reimbursable amount in excess of ten dollars ($10.00). Amounts less than $10.00 shall be submitted at the end of the work year. Payment to be made following the work year.
ARTICLE 3: LEAVES

3.100 Educational Leave

3.110 Unit members may request leave to attend an educational class, to teach an educational class or to serve as a resource person. Unit members shall be excused from regular duty to attend educational conferences, extra curricular conferences or attend an educational class.

3.120 The Superintendent, or designee, may approve such leave based upon the below-listed criteria:

3.121 The benefit which would result to the Orange Unified School District and/or public school education.

3.122 The procedure for replacement or assumption of responsibility during the unit member's absence.

3.123 The amount of released time required; and

3.124 Financial compensation, if any, to be received by the unit member.

3.200 Personal Illness and Injury Leave

3.210 Unit members shall be entitled to be absent, with pay, from duty due to personal injury, illness or disability related to pregnancy.

3.220 Full-time unit members shall be granted sick leave in accordance with the Orange Unified School District sick leave table. (Appendix I1 and I2)

3.221 These days shall be granted and shall become effective on the first day of the school year and may be used at any time during the specified work year period.
3.222 These days shall accumulate pursuant to state law.

3.223 The District shall notify, in writing, each unit member between December 1 and February 1 each year of the total number of accumulated sick days effective at that date.

3.230 Verification

3.231 Upon return from an absence, the unit member shall complete a statement verifying the absence was due to illness. In case of an extended illness, the unit member shall complete an absence affidavit once per month on or before a date established by the District.

3.232 The District may require after an absence of five (5) or more work days, verification of the unit member's illness through verification by a physician or licensed health advisor. Such verification may be requested by a physician or licensed health advisor chosen by the District. This verification shall be at District expense.

When the District's physician or licensed health advisor's opinion is different from that of the employees physician, the matter shall be turned over to an independent panel of physicians as designated by the Orange County Medical Association or like agency. From the panel of physicians, each party shall alternately strike a name until only one remains. The order of strike shall be determined by lot.
Cost incurred by this process shall be borne by the District.

3.240 Extended Illness or Injury/Disability

When the unit member is absent from duty due to illness or injury 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 the unit member for that month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the position during the absence, or, if no substitute was employed, the amount which would have been paid to the substitute. Such payments shall conform with the established procedures of the Orange County Department of Education.

3.241 The District shall make every reasonable effort to secure the services of a substitute employee.

3.242 The five (5) month period shall commence with the first work day after the unit member's accumulated sick leave has been exhausted.

3.243 If the unit member is unable to return to work at the end of the five (5) month period, the unit member shall automatically be placed on an unpaid, medical leave until such time as the unit member is judged able by the unit member's physician or other licensed health advisor to return to work. Such medical leave shall be in accordance with medical leave provisions of this Article.
ARTICLE 3: LEAVES - continued

3.244 Any unit member may utilize the above-listed leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician; provided that such verification assures the District that such leave is for a disability and is not just for the purposes of child care or any purposes other than pregnancy related disability. Such pregnancy disability leave with pay shall be granted and administered in the same manner as any other temporary disability for illness or injury.

3.300 Bereavement

3.310 Unit members shall be entitled to paid leave for purposes of out-of-school presence due to the death of any member of the immediate family.

3.320 Unit members are allowed up to three (3) days of paid leave or five (5) days total if out-of-state travel is required.

3.330 Immediate family means: mother, father, grandchild, grandmother or grandfather of the unit member or the spouse of the unit member; the spouse of the unit member; the son, son-in-law, daughter, daughter-in-law, brother, stepchild, or sister of the unit member; or any relative or close personal friend living in the immediate household of the unit member.
ARTICLE 3: LEAVES - continued

3.400 Child Care Leave

3.410 Unit members shall be granted leave for the purpose of preparing for and the caring of a newly born or newly adopted child.

3.420 One (1) day paid leave shall be granted unit members solely for the birth or adoption of a child. This will be in addition to other leaves and will be non-cumulative and will be granted provided the unit member was in paid status both the day before and the day after the birth or adoption.

3.430 Up to one (1) year leave, without pay, shall be granted, upon request, to unit members to prepare and care for a newly born or newly adopted child; provided such leave request is made at least fifteen (15) work days prior to the requested beginning date and provided further that such commencement date coincides with the best interests of the instructional program.

3.500 Personal Necessity Leave

3.510 Unit members may use illness or injury leave for cases of personal necessity. Any of seven (7) days of accumulated sick leave may be used for reasons of compelling personal importance which cannot reasonably be expected to be taken care of outside the regular workday.

3.520 The unit member shall not be required to state the specific reasons that necessitate use of the personal necessity leave, and shall not be required to secure advance permission to utilize the provisions of this section.

However, unless an emergency, unit members shall complete the appropriate District form, "Personal Necessity Leave", and submit such form to their immediate supervisor at least two (2) days prior to taking such leave.

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ARTICLE 3: LEAVES - continued

3.530 Upon return from leave of absence, unit members shall complete the District's absence affidavit which shall verify that the unit member's use of leave was for personal necessity and that such leave has not been used for recreational purposes, extension of holiday or vacation or for matters of purely personal convenience.

3.600 Court Summons Leave

3.610 Unit members shall be granted a leave with pay, if called, in a manner prescribed by law, to serve as a witness in Court other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the unit member.

3.620 The unit member shall notify the District as soon as possible after being officially called. The unit member shall receive the regular salary and shall sign over to the District any fees received, except for travel, meals, or parking allowance.

3.700 Jury Leave

3.710 Unit members shall be granted a leave of absence to serve as a juror, if called in a manner prescribed by law.

3.720 The unit member shall notify the District as soon as possible after receiving the official notice of jury service.

3.730 The unit member shall receive regular salary and shall assign to the District any jury fees or witness fees.

3.740 The unit member shall retain any travel allowance paid by the Court.
ARTICLE 3: LEAVES - continued

3.800 Industrial Accident/Illness

3.810 Purpose

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

3.820 Regulations

3.821 Unit members shall be entitled to sixty (60) working days in any one (1) fiscal year for the same industrial accident or industrial illness.

3.822 Leave shall not accumulate from year to year and will commence on the first day of absence.

3.823 Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.

3.824 If the leave occurs at a time when the sixty (60) days overlap into another fiscal year, the unit member shall be entitled to carry over to the next fiscal year only the amount remaining at the end of the fiscal year in which the injury occurred for that same illness or injury.

3.825 The District may grant additional time beyond the sixty (60) days established in this contract when the District deems such leave appropriate.

3.826 Payment for wages lost on any day shall not, when added to an award granted the unit member under Worker's Compensation laws, exceed the normal wage of the unit.
ARTICLE 3: LEAVES - continued

member. During industrial accident/illness leave, the unit member shall endorse to the District the temporary disability indemnity check received from Worker's Compensation because of the accident or illness. The District shall, in return, issue for the unit member the appropriate salary warrants for payment of the unit member's salary and shall make all normal retirement and authorized contributions and deductions.

3.827 Unless the District authorized otherwise, the unit member shall, during the period of illness or injury, remain within the State of California unless travel is required by the unit member's doctor to treat the diagnosed illness or injury.

3.900 Sabbatical Leave

3.910 Purpose

Unit members may be granted a leave of absence in any school year for professional study, research or travel which help achieve the District's goals.

3.920 Eligibility

Unit members meeting the following criteria may be granted a sabbatical leave once in every seven (7) years; a) permanency status, b) under sixty (60) years of age, c) possession of a valid regular California Credential, d) completion of seven (7) years of successful service in the District.
ARTICLE 3: LEAVES - continued

3.930 Duration

The Sabbatical leave shall not be granted for more than one (1) full school year; a school year begins on July 1 and ends June 30.

3.940 Availability

3.941 A maximum one percent (1%) of the total certificated staff may be on sabbatical leave in one (1) school year.

3.942 If more than the available quota apply, preference shall be given on the basis of quality of the project presented, quality of service to the District and seniority in the District.

3.950 Applications

3.951 The District shall supply the application forms for sabbatical leaves through the Personnel Division.

3.952 Forms must be submitted to the Personnel Division by November 10th of each school year. This date shall be known hereinafter as the Sabbatical Leave Application Deadline.

3.953 The Personnel Division shall verify the eligibility of the application status of each requested leave, as stipulated in 3.920 "Eligibility". Applications which do not qualify shall be returned to the interested unit members. Qualifying applicants shall be forwarded to the Sabbatical Leave Application Panel outlined in 3.954.
ARTICLE 3: LEAVES - continued

3.954 The Sabbatical Leave Application Panel shall be composed of seven (7) members. The membership of the panel shall consist of two (2) tenured teachers appointed by the Association; the District Department Chairperson and a School Department Chairperson of the subject matter area of the secondary applicant or two (2) teachers from the grade level of the elementary applicant; three (3) administrators selected by the Superintendent or designee. The Panel shall review all qualifying applications and forward them to the Superintendent with a recommendation for approval or denial. The Superintendent or designee shall serve as Chairperson of this Panel.

3.955 The Superintendent shall make recommendations to the Board of Education for final approval or denial no later than the first regularly scheduled meeting in March of each year preceding the beginning of the school year in which the leave is requested. Applicants shall be notified soon thereafter of the Board's decision.

3.956 The unit member who receives a sabbatical leave may request the leave be cancelled and return to District service. Such a request may be granted prior to the effective date of the leave or a semester break, provided a vacancy exists for which the unit member qualifies.
ARTICLE 3: LEAVES - continued

3.960 Compensation

Unit members who receive a sabbatical leave approval shall receive fifty percent (50%) of the regular salary which would have been received, if continued service had been rendered. Compensation shall be contingent upon successful completion of the terms of sabbatical leave approval.

3.970 Method of Compensation

3.971 Unit members on sabbatical leave shall receive monthly warrants at the same intervals as other full-time unit members.

3.972 The unit member shall post a suitable bond guaranteeing a return to the service of the District for a two (2) year period following the completion of the leave.

3.973 The conditions of the bond shall be subject to State Education Codes, State Board of Education regulations and Orange County Superintendent of Schools' regulations.

3.980 Employee Status

3.981 Sabbatical leave shall count toward the unit member's retirement pursuant to the rules and regulations of S.T.R.S. The annuity contributions shall be deducted from the salary warrant in the usual manner.

3.982 Sabbatical leave shall count as a regular period of service and shall not interrupt the unit member's progress on the salary schedule. Such a leave shall not affect, in any way, the unit member's permanent status.
ARTICLE 3: LEAVES - continued

3.983 Should the unit member become ill and unable to pursue the sabbatical leave project, the unit member may request the cancellation of the leave and ask for reinstatement on an illness leave basis, for the remainder of the school year. After reinstatement, should the unit member recover health sufficiently to return to service, a request for assignment to the position classification held prior to the leave shall be honored if such an opening becomes available for the balance of that year.

3.990 Return from Sabbatical Leave

3.991 Upon return from a sabbatical leave, the unit member shall be reinstated to the position held at the time the leave was granted. For purposes of this provision, a "position" shall mean school or work location, elementary grade level or secondary department.

3.992 If the unit member requests a transfer to be effective upon return to service, such request shall be initiated and treated in the manner prescribed by the provisions of this Agreement (Article 4.100 - 4.300).

3.993 No later than thirty (30) days after return to active duty, the unit member shall file with the District Superintendent or designee a written report to include: detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained on leave and
ARTICLE 3: LEAVES - continued

the manner in which such experience or knowledge gained may be used for the benefit of the District, its staff and its students.

3.994 Transcripts of college and university work completed shall be supplied to the District.

3.995 The unit member's report shall be submitted to the Superintendent and filed in the unit member's permanent personnel file.

3.1000 Other Leaves With Pay

3.1010 Professional Conference Program Participation

Unit members who are invited to participate in an educational conference program of the State Board of Education or approved state or national professional association may be excused from District duties in order to attend. Approval of such leave may be granted by the Superintendent or designee.

3.1020 Appointment of Election to Service Club Office

Unit members who are appointed or elected to an office in a recognized Orange Community Service Club organization may be absent for such purposes from District duties for not more than three (3) non-cumulative days of paid leave per school year. The unit member must receive prior written approval of the Superintendent or designee before taking said leave. If more than three (3) days per year of paid leave are required, prior approval of the Board of Education shall be necessary.
ARTICLE 3: LEAVES - continued

3.1030 Governmental Declaration of Emergency

Unit members shall be provided leave with pay when ordered by a governmental authority through a declaration of emergency that the unit member is prevented from reporting to his/her work location. Unit members shall notify the District as soon as possible when this leave is required and shall provide a copy of the official order.

3.1040 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.

3.2000 Miscellaneous Leaves Without Pay

Except as provided otherwise, leaves without pay or any other benefits or elements of employment status may be granted unit members in accordance with the provisions of this section. Unit members may purchase through the District the same health, dental, vision and life benefits at the same rate afforded active unit members.

3.2010 Non-Educational Conference Attendance

Unit members may be granted a maximum of three (3) non-cumulative days of leave without pay per school year for non-educational conference attendance, for example: church, service clubs, etc. Unit members shall submit requests to attend such conferences ten (10) working days in advance to the immediate supervisor and to the Superintendent or designee.

3.2020 National Voluntary Service Leave

Unit members may be granted up to two (2) years leave to join Peace Corps, VISTA, National Teachers' Corps or any national voluntary service organization whose program is approved by the State Department of Education. Time spent on such a leave shall count toward salary
ARTICLE 3: LEAVES - continued

advancement and seniority, but shall not include any other benefits or elements of employment status. Only permanent unit members may be granted more than one such leave in every seven (7) years.

3.2030 Personal Leave

3.2031 Unit members shall be granted leave without pay for up to one (1) year in length upon submission of such leave request to the Superintendent or designee if such request fulfills the following criteria and provided the District can be assured of an adequate replacement teacher and that the timing of such leave will be arranged to provide continuity in the educational program.

a. The unit member has not had an unpaid leave for a five (5) year period.

b. The leave is for one of the following reasons:

1) A compelling family need (as determined by the unit member);

2) It is related to a need for rest and recuperation;

3) It is for the purpose of teaching in a foreign country or another state as an exchange teacher;

4) For professional study or research;

5) Travel related to a teaching assignment;
6) Care of a member of the immediate family who is ill;

7) Personal business.

c. Leaves under this provision will be limited to a maximum of two (2) years in length.

3.2032 Unit members may be granted unpaid leave for up to one (1) year in length for other personal reasons. Leave requests must be submitted to the Superintendent or designee for approval or denial. Additional years may be granted upon request.

3.2033 Emergency Leave Unit members who have had a Personal Leave within the provisions of 3.2031 and have exhausted provisions of Personal Necessity Leave may request from the Superintendent or designee additional unpaid personal emergency leave, up to 30 days in length.

3.2040 Medical Leave

Upon request, unit members shall receive Medical Leave without pay in units of a semester duration up to one year in length. The District may require verification of a medical disability by a District appointed physician or licensed practitioner at District expense. Such leave will be granted with the current health, dental, vision and life benefits.

3.2041 A unit member may not exceed a total of two (2) years Medical Leave benefits unless their claim is under STRS consideration.
ARTICLE 3: LEAVES - continued

3.2042 An extension of the Medical Leave shall be granted to a unit member who has filed for STRS disability and whose claim is under consideration and a unit member shall receive up to an additional full year of Medical Leave benefits if the unit member can reasonably be expected to return to work as verified by the attending physician and the District appointed physician or licensed health advisor.

3.2043 In the event of a dispute between the two physicians in 3.2042, a third physician mutually agreed upon by the unit member and the District shall be consulted, and whose decision shall be binding on both parties.

3.2050 Salary Advancement Credit

Advancement on the salary schedule shall be based upon the number of days the unit member is in paid status. That number of days shall not be less than 75% of the school year which is in session.
ARTICLE 4: TRANSFERS

4.100 Definition

4.110 Transfer

A transfer is a change in school or work site but within a position classification in a field covered by the unit member's credentials. All transfers shall be made for just cause.

4.120 Seniority

For the purpose of this Transfer section, the term seniority shall be defined as the first date of paid service as defined by the Education Code for lay off purposes. The District shall maintain a current seniority list.

4.130 For purposes of this section, any administrative person who is reassigned to a unit position shall have equal rights and opportunities for transfer under these provisions when being reassigned into the bargaining unit.

4.200 Voluntary Transfer Requests

4.210 On or before March 1 of each year, a listing of the annual tentative vacancies including special requirements for that vacancy as established at the school site for which the District will be interviewing, shall be posted in a conspicuous place in all school buildings.

4.220 Said list shall specify a reasonable deadline date for filing requests for transfer and such vacancies shall not be filled prior to the expiration of the aforesaid deadline date.

4.230 Unit members shall be permitted to request transfers to any position within their classification and credential. Voluntary transfers to vacancies shall be made on the following basis:

4.231 The educational welfare of pupils.
ARTICLE 4: TRANSFERS - continued

4.232 The qualifications of the staff member as compared to the requirements of the position.

4.233 When the qualifications of the applicants are deemed equal, then seniority, as defined above, shall be used to break ties.

4.234 A record shall be maintained which would demonstrate the basis for making a selection of the employee(s) filling vacancy(s). Such record shall be maintained for a period of 25 days following the filling of the position.

4.240 Unit members requesting transfer shall submit the request for transfer form (supplied by the District) prior to March 1 of the year preceding the requested transfer.

4.241 The request shall be valid for positions open for six months after March 1 or until the tenth day of student attendance in the forthcoming school year.

4.242 Transfer forms in triplicate shall be made available at the District Office, the Personnel Division, or from the onsite administrator's office.

4.243 The transfer request shall bear the signature of the unit member's present administrator. Such signature is an acknowledgement only that the administrator has been informed of the unit member's desire for transfer consideration.

4.244 The unit member shall receive a signed and dated copy of the transfer request.
ARTICLE 4: TRANSFERS - continued

4.245 Transfer requests may be withdrawn by the unit member at any time.

4.246 Voluntary transfers shall not be made later than the tenth (10) day of student attendance following the first (1) day of classes of the following school year. This provision shall apply equally to unit members in both the traditional and year-round programs. Unit members in the Year-Round Program shall not be denied the right to voluntarily transfer into the traditional program after the start of year-round calendar, as long as they have complied with the provisions of this Article.

4.247 Unit members who have submitted transfer requests for two (2) consecutive years, and have not obtained a transfer, may request an individual conference with the Superintendent or designee and receive reasons why a specific transfer, for which the applicant interviewed, has been denied. The unit member may have an Association representative present.

4.248 Unit members assigned to middle schools will receive first preference for any vacancies which occur during mid-year at the senior high school level. In order to be eligible for such preferential consideration a middle school unit member must submit a transfer request in the month of December preceding the period of vacancy. The District Personnel Office will be responsible for preparing a list of such transferees, and will assure that such list is provided to each senior high school principal.
ARTICLE 4: TRANSFERS - continued

4.300 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one school year, providing there is agreement with the involved site and Personnel Administrators and the exchange unit members. At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the exchanged unit members.

4.400 Involuntary Transfers

4.410 No unit members shall be involuntarily transferred if another unit member at that work location volunteers and is subsequently transferred. Should a vacancy occur at the same work location for which the unit member to be involuntarily transferred is qualified, no involuntary transfer shall be made.

4.420 Involuntary transfers may be made for the following purposes: the balancing of certificated staff of the District or a school by considering the necessity of factors such as experience, race, ethnic background, sex, age, and English as a Second Language; a change of enrollment necessitating addition, transfer or deletion of staff; and the improved efficiency of the District. The District will not involuntarily transfer a unit member in an arbitrary or capricious manner, or without a reasonable basis in fact.

4.430 When selecting unit members to be involuntarily transferred, the selection by the District shall be based upon:

4.431 The purposes as stated in 4.420;

4.432 The unit member's area of competence, including experience in the subject area, credential, major and minor area of study; and,
ARTICLE 4: TRANSFERS - continued

4.433 When the above are equal when applied to two (2) or more potential transferees, then the deciding factor shall be seniority in the District.

4.440 The building administrator shall utilize the following criteria when identifying unit members for potential involuntary transfer:

Step 1:

The principal/supervisor shall identify the grade/department to be reduced. The principal/supervisor shall make a written request of all unit members, through the daily bulletin, asking if they would volunteer to be involuntarily transferred. If there are volunteers, they shall be transferred.

Step 2:

If there are no volunteers, the principal/supervisor shall determine which person in the grade/department to be reduced has least seniority in Orange Unified School District.

Step 3:

The unit member identified above shall be transferred unless he/she has experience in the District in another grade/department. He/she can "bump" a person with less seniority. This process can be repeated several times.
Step 4:

Involuntary transfers shall be determined by the foregoing steps, except, if a principal/supervisor designates yearbook, school newspaper, coach of an athletic team, or drill team as a unique service, and this selection alters the process outlined above, then these steps shall be followed:

a) First, no more than three (3) unit members teaching in the same grade or department, which is designated to be subject to involuntary transfer, may be declared to provide a unique service. When a unit member, who provides the unique service is designated for transfer by step 2 above, then the following steps (b-d) shall apply:

b) Every unit member at the site affected would receive a written notice through the daily bulletin asking if they would like to perform the designated unique service.

c) If, there is a qualified* volunteer, then the volunteer shall perform the unique service and the least senior employee as determined by Step 2 above shall be transferred.

d) If no volunteer can be found, then the more senior employee not designated to provide the unique service shall be transferred.
ARTICLE 4: TRANSFERS - continued

4.450 A qualified volunteer is one who has or can demonstrate competence for the position or who has requisite paper certification or confirmation of an ability to perform the service.

If an involuntary transfer is deemed necessary, the unit member designated for transfer shall be given a choice of all open positions in the District which qualify under the criteria in 4.430 above. The unit member may request the positions, in order of preference, to which the unit member desires to be transferred.

4.451 Unit members who are involuntarily transferred for any reason outlined in this Agreement and, once having selected a building assignment at the new location, shall not have their teaching assignment altered in any manner during the first school year following said involuntary transfer, unless requested by the unit member or, unless it is administratively impossible to maintain the position as selected.

4.452 If the building administrator/supervisor of a building deems it necessary to alter the selected assignment, the District shall send written notification to the affected member and the Association as soon as possible, outlining the need to make the change. No change shall be made until the affected member and his/her representative has had the opportunity to meet and discuss the necessity for the change.
ARTICLE 4: TRANSFERS - continued

4.453 The unit member or the Association must contact the supervisor within ten (10) days following the date of the notification outlined in 4.452 and no later than five (5) days before the opening of school. The notice shall be mailed in a timely manner to allow a reasonable time for the unit member and/or Association to respond.

4.460 A unit member subject to an involuntary transfer may request a meeting with the Superintendent or designee(s) and the immediate supervisor at which time the unit member shall be notified in writing of the reasons for said transfer. The unit member shall be given an opportunity to discuss alternate methods for meeting the needs of the District. The unit member may have an Association representative present at such meeting.

4.470 The District shall place a form letter in the personnel file of the involuntarily transferred unit member stating the reasons for the transfer and that the transfer in no way is intended to suggest or imply unsatisfactory performance of that unit member. A signed copy of that letter shall be given to the unit member.

4.480 Upon written request, a unit member affected by an involuntary transfer shall have the first right to return to the position from which he/she was transferred, should such a vacancy exist.

4.481 Said right shall not exist beyond the school year subsequent to the year in which the involuntary transfer took place.

4.482 Should the unit member still desire to be returned to the previous position, the written request shall be reviewed and
ARTICLE 4: TRANSFERS — continued

first consideration shall be given to the transeree.

4.483 "Position" in 4.480 herein, is to mean school or work location.

Unit members shall not be involuntarily transferred in two (2) consecutive school years.

4.490 a. Unit members, who are involuntarily transferred at the beginning of, or during, the school year, shall be granted upon request, at least two (2), or as many as three (3), school days released time to effect the change. The Superintendent or designee shall handle such requests. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.

b. When an involuntary transfer takes place transferring a unit member from secondary to elementary or elementary to secondary, the District will provide for additional non-student days for the unit member in order to take advantage of inservice opportunities, as mutually determined by the District and unit member.

4.500 Administrative Transfer

4.510 A transfer may be made by the District for any of the following reasons:

4.511 To provide opportunity to evaluate a unit member in a different school or location subsequent to an overall unsatisfactory evaluation;

4.512 To improve learning conditions;

4.513 To enhance betterment of the school/District; or,
ARTICLE 4: TRANSFERS - continued

4.514 To reassign members of the immediate family.

4.520 Unit members, who are administratively transferred at the beginning of, or during, the school year, shall be granted upon request, at least two (2), or as many as three (3), school days released time to effect the change. The Superintendent or designee shall handle such requests. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.

4.530 When an administrative transfer takes place transferring a unit member from secondary to elementary or elementary to secondary, the District will provide for additional non-student days for the unit member in order to take advantage of inservice opportunities, as mutually determined by the District and unit member.

4.540 Members of the immediate family shall not normally be assigned to the same school or work location and any administrative transfer pursuant to such rule may be made to coordinate with the normal breaks within the school year.

4.550 Unit members transferred by the administrative transfer provision of this contract may request, and shall receive, a written statement containing the basis for transfer. Unit members may request, and shall be granted, a meeting with the Superintendent or designee to discuss the proposed transfer. The unit member shall be permitted to have an Association representative present.

4.600 Involuntary Transfer/Paycheck Schedule

The District shall make every effort to see that unit members who are involuntarily transferred from the Year-Round Program to the Traditional Program, or vice-versa, due to an involuntary transfer pursuant to the provisions of Articles 4.400, 4.500 or 4.700, do not suffer an interruption of the scheduled receipt of paychecks
difference from that which would have occurred had
the involuntary transfer not taken place. If it
appears there will be an interruption due to
processing requirements or problems with the
County Department of Education, the District shall
attempt to provide a paycheck from its accounts to
prevent the interruption.

4.700 Layoff and Reassignment

4.710 Reassignment

4.711 For purposes of this
provision, "reassignment" shall be defined as a change
to a different program and/or
a movement from one work site
to another work site which results from certificated
layoffs pursuant to Education
Code Section 44955 and which
may be necessary to assure the
retention of certificated unit
members with seniority greater
than those being laid off.
This definition specifically
excludes any transfer or
change in program assignment
which does not result from the
District's obligation to
reassign pursuant to the
Education Code.

4.712 Any unit member scheduled to
be reassigned shall be
entitled to a written notice
of such reassignment within
ten (10) calendar days of the
effective date of such
reassignment; and in addition,
upon request, will be entitled
to a conference with the
Superintendent or designee
regarding the reassignment, at
which time the unit member
will be provided with the
reason(s) for the reassignment
and with the opportunity to
discuss such.
ARTICLE 4: TRANSFERS - continued

4.720 Reassignment Due to Program Reduction/Elimination

Unit members who are serving in a position of counselor, media specialist, psychologist, elementary music teacher, or school nurse, shall be reassigned to a teaching position should a reduction in any of these positions be required pursuant to provisions of the Education Code. Should a reduction be required, unit members, serving in any of the positions listed in this provision, shall be reassigned to teaching positions; with the least senior unit member (see below), within the area to be reduced, being reassigned first.

Unit members so reassigned, shall be maintained on a list for possible recall to the position they previously held, in inverse order of their reassignment, should a vacancy occur or a newly created position be established, in their former area of service. In accordance with provisions in the Education Code, it is understood that if there is to be a District-wide layoff, in conjunction with program or position reduction(s), that temporary unit members shall be laid off, prior to any layoff of probationary or permanent unit members.

The term "seniority," as used within this provision (i.e. based upon service within a position), only applies to this provision (4.720) and then, only applies to effect the reassignment out of the positions listed herein, and to guarantee the recall rights of unit members, to those positions, previously held, prior to position reduction.

In all other provisions of this agreement and by all other understandings and agreements of the parties established by past practice, the term "seniority" shall mean seniority within the District, as described in Article 4.120.
ARTICLE 4: TRANSFERS - continued

4.730 **Layoff**

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

4.800 **School Closure Transfers**

4.810 The District shall provide supplies for moving materials and will provide assistance from non-teaching personnel for packing and transporting materials per section 4.490 of the agreement.

4.820 The above services shall be provided at both the closed school and the receiving school.

4.830 Unit members from the closed school shall be given up to 12 hours at the miscellaneous hourly rate to effect the move and relocation of supplies and materials. The use of such time shall be arranged with the building principals. The unit member shall be responsible for the supervision of the packing, labeling and, when appropriate, unpacking of all items in their classroom which are to be transferred to the receiving site.

4.840 Unit members at the receiving site shall be given up to 12 hours of time at the miscellaneous hourly rate to effect room relocation. Use of such time to be arranged with the building principal.

4.850 The District Department Chair, the School Department Chair and the Categorical Manager if appropriate, shall be responsible for supervising the distribution of equipment and supplies.
ARTICLE 4: TRANSFERS - continued

4.860 The District Department Chair shall be given up to 12 hours at the miscellaneous hourly rate to effect the relocation of equipment and supplies. Such time shall be arranged with the Director of Instruction.

4.870 The District will request parents at the closed school to designate their school of attendance for the coming school year by no later than May 15th. District staff will develop class lists as usual for the coming school year.

4.880 Involuntary transfers of unit members will be identified by the existing schools per Section 4.400 of the agreement during this school year.

4.890 In the event a unit member from the closed school does not wish to be involuntarily transferred to the receiving school, they may volunteer to be involuntarily transferred and will participate in the involuntary transfer site selection pool.

4.900 School Closure Transfer/Stipended Positions

4.910 The School Department Chair at the closed school and the receiving school(s) shall be given up to 12 hours at the miscellaneous hourly rate to effect the relocation of equipment and supplies. Such time shall be arranged with the building principal.

4.920 In the case of school closures, principals at schools receiving the faculty from closed school sites shall determine which unit members shall be appointed to stipend positions including department chairs and coaching positions. Selection of stipend positions for unit members shall be in direct proportion to the percentage of new students being brought into the school site as a result of school closure. This percentage guarantee shall exist for one year only. In the event there is only one applicant for a stipend position, the individual who has applied shall receive the
ARTICLE 4: TRANSFERS - continued

position. Further, the principal's selection of stipend head coaching positions shall be made in a similar manner. Unit members at the school site shall receive priority consideration for stipend positions. No walk-on coaches shall fill positions if there is an on-site unit member who wants to fill the position. (A "walk-on" coach is considered a non unit member for purposes of this article only.)

4.930 Any candidate not selected for a stipend position may request an individual conference with the Superintendent or his/her designee and receive specific reasons, in writing, why he/she was not selected for the stipend position. The unit member may have an Association representative present. If a candidate who was denied a stipend appointment believes the denial was arbitrary or capricious, that candidate may file a grievance at Level II of the grievance procedure.

A candidate not receiving an appointment shall have first opportunity at extra pay positions for the school year immediately following the school's closure.

4.1000 Staff/Program Relocation Transfers

Unit members who are transferred due to program relocation shall receive up to eight (8) hours at miscellaneous hourly rate to effect the move and relocation of supplies and materials. Further, each unit member so transferred shall receive the assistance of non-teacher personnel for packing and transporting supplies and materials of the unit member.

4.1100 School District Restructuring/Reorganization Transfers

The District and the Association will negotiate the impact on the mandatory subjects of bargaining of any school district restructuring or reorganization prior to the date of any restructuring and/or reorganization.
ARTICLE 5: SAFETY CONDITIONS

5.100 Dangerous Working Conditions

5.110 Unit members shall be responsible for making a written report to the immediate supervisor regarding any unsafe, hazardous, unhealthy, or potentially dangerous working conditions. If the danger is immediate, an oral report shall be sufficient. If such a report is properly registered with and verified by the supervisor, the condition causing the hazardous, dangerous or unsafe working condition, if possible, shall be removed as soon as feasible. If this is not possible, the unit member shall be relocated in a nonhazardous work location.

The District shall provide a written statement to the affected unit member within four days following receipt of the report which indicates the status of the complaint with possible solutions and/or estimated timelines.

5.120 Unit members will not be required to operate laboratory or industrial arts classes in environments that pose a safety or health hazard to themselves or their students. Teachers will file a report with recommendations to correct the hazards with their immediate supervisors. Immediate steps shall be taken to remove the hazard.

5.130 Teachers may, with the principal's knowledge, temporarily limit a student's participation in hazardous activities if they cannot demonstrate safe and proper use of equipment and/or materials.

The District shall provide alternative instruction to prepare the student for safe and knowledgeable use of the equipment and materials.

The District shall be responsible for providing the instruction and/or learning materials for the student if the student is bilingual.
ARTICLE 5: SAFETY CONDITIONS - continued

5.140 Unit members who work in isolated work site(s) or locations, shall have an alarm/communication (telephone) device which will permit the unit member(s) to contact their administrator or other appropriate personnel in case of emergency. In addition, a unit member(s) assigned to a Special Education Program and located in an isolated location, shall be assigned the equivalent of a full-time aide.

5.200 Worker's Compensation Report

Upon request, the Association shall be provided a comprehensive report of all unit member Worker's Compensation claims reported to the District.

5.300 Student Control

5.310 Within the scope of employment, a unit member may use the amount of physical control over pupils which is reasonably necessary to maintain order, to protect oneself, to protect property, to protect the health and safety of pupils or to maintain reasonable, proper, and appropriate conditions which are conducive to learning.

5.320 Verbal and Physical Abuse

Unit members shall immediately report cases of assault or verbal abuse suffered by them in connection with their employment to the principal or other immediate supervisor and to the local police department. Such notification shall be immediately forwarded to the Superintendent or designee. The Superintendent or designee shall act in appropriate ways as liaison among the unit member, the police, and the courts.

The District shall take appropriate action whenever a unit member, while acting within the scope of assigned duties, is willfully, verbally, physically attacked, or harassed by another person or persons.
5.400 Personal Property Loss/Reimbursement

5.410 Provided the loss is in excess of thirty dollars ($30.00), the District shall reimburse the unit member in an amount no greater than the replacement value, up to three hundred dollars ($300.00), for any theft, damage, or destruction of personal property of the unit member while on duty in the school, on the school premises, or on a school-sponsored activity. If the loss is in excess of thirty dollars ($30.00), the District shall reimburse unit members up to a maximum of six hundred dollars ($600.00), for any damage to the unit member's vehicle while on duty in the school, on the school premises, or on a school-sponsored activity. A unit member may petition the District for reimbursement beyond the stated limit and the Superintendent or designee will review each request and exercise his/her discretion on each case.

5.420 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches, or articles of clothing, or a vehicle which is damaged while legally parked on or adjacent to school property during normal working hours or when used in specific assignments made by the immediate supervisor. Other property damage will be reimbursed only if it is equipment used for educational purposes, and prior to such use, the immediate supervisor provides written approval, and in addition, the equipment is registered with the immediate supervisor. Such registration shall consist of a record of the following information: a description of the equipment, including any serial or model number, manufacturer name and brand; and agreed upon replacement value; and the length of time such equipment will be allowed at the school site and covered by the reimbursement provision.
ARTICLE 5: SAFETY CONDITIONS - continued

5.430 A unit member filing a claim pursuant to this section shall file said claim on the District prepared claim form no later than one (1) working day following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and serial numbers of damaged or stolen property.

5.440 In case of theft, a police report of the incident shall be made prior to consideration of any reimbursement.

5.450 In the event unit members are reimbursed pursuant to this section, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged or stolen property. The District may file and prosecute an action to enforce its subrogation right in the small claims court if the amount of the claim is within the court monetary jurisdiction or may enforce its subrogation right in any other court of competent jurisdiction.

5.460 During times of disaster, unit members' responsibilities shall be as mutually agreed upon in the District's Disaster Preparedness Plan.
ARTICLE 6: HOURS

6.100 The work day for full-time unit members shall consist of the regular hours and duties which were normally in existence District-wide at the time of the execution of this Agreement which among other items includes (1) the time required to prepare for and implement appropriate educational strategies; (2) a minimum on-site time of no more than 30 minutes prior to the time pupils normally begin classes; and (3) a reasonable amount of time after the regular release time of pupils which is necessary to complete those duties and responsibilities which require a unit member to be at the work site.

6.110 The OUEA and the OUSD will investigate complaints of unit members who contend that building site administrators are imposing requirements through scheduling or otherwise, which would cause an increase in the workday beyond the established past practice for the site and/or this Agreement.

6.200 The work day for part-time unit members shall be determined on a prorated basis. The work day for counselor bargaining unit members shall be eight (8) hours including a thirty (30) minute lunch period.

6.300 Unit members who are elementary teachers shall observe a work day which is uniform at each elementary school work site, except that individual unit members may voluntarily arrange with the site administrator a preparation period in the morning portion of the work day. Unit members who arrange such morning preparation periods must attend all faculty, grade level and other staff meetings as requested by the site administrator.

6.400 The work schedule for unit members with assignments requiring travel shall be determined by the unit member's immediate supervisor subsequent to the advice of the unit members involved; provided that such work schedules shall not exceed those of the regular classroom teacher.

6.500 Each full-time unit member will receive a minimum thirty (30) minute duty-free lunch period per day, plus an adequate amount of time as scheduled by
the school management in order to provide traveling to and returning from the established lunching area.

6.600 Teacher Preparation Time

6.610 Preparation time shall be that portion of the day which is set aside for the purposes of: preparation of and planning for instructional strategies to be used in the teaching process; staff development; or other school-related activities which the principal and staff determine to be viable use of time. If a teacher wishes to have a preparation period scheduled on parent conference days, the teacher shall so notify the principal prior to the establishment of the master conference schedule in sufficient time to establish the preparation period.

6.620 Except for driver education teachers, full-time classroom teachers shall be provided with the equivalent of weekly preparation periods as follows: elementary level--five (5) periods of forty (40) minutes duration; middle school level--five (5) periods of forty-five (45) minutes duration; senior high level--five (5) periods of fifty (50) minutes duration.

6.621 The OUSD and the OUEA agree that the intent of Article 6 Section 6.620 is to provide unit members with a conference period consistent with past practice. Further that counselors, media specialists, work experience coordinators shall have conference periods the same as regular classroom teachers.

6.622 It is mutually recognized that unanticipated enrollment may require adding additional teaching periods to resolve staffing and other related class size problems.
ARTICLE 6: HOURS - continued

6.623 The District agrees the secondary conference period, as defined in Article VI, shall only be utilized upon determination by the Superintendent or Assistant Superintendent, Secondary, with prior notification and discussion with OUEA, that reasonable efforts have been made to resolve staffing problems by consideration of alternatives listed in 6.624 below.

6.624 There shall be a priority order for adding additional periods to a master schedule. Within a specific subject area, the following alternatives would be considered in the order presented:

a. Balance classes to avoid additional sections.

b. Part-time employees would be given additional periods until they reached the full time status.

c. The master schedule would be reviewed with the possibility of rearranging the individual teacher assignments within or among departments.

d. Examine the possibility of shared staff among schools using part-time employees from another school.

e. Where applicable, create a combination class.
f. Employ an additional staff member, even if part time.

g. Employ Instructional Aides.

h. Increase the workload of "volunteer" teachers beyond 5/5 at the high school or 6/6 at the middle school.

6.630 Unit members assigned to special education assignments may, with the approval of the Superintendent or designee, be granted released time for the purpose of writing IEPs or for conducting IEP conferences.

6.700 Where it is necessary to assign teachers with pupil supervision responsibilities, the management will utilize volunteers for such responsibilities prior to finalizing assignments. Such assignments shall be made in a fair and equitable manner.

6.800 Substitute teacher time shall be provided to release unit members to participate in District-approved innovative instructional programs such as School Improvement Programs (S.I.P.).

6.900 Unit members will not be required to designate their exact time of arrival at and departure time from the work site; except, however, in cases of observed chronic lateness of arrival or early departure, such unit members can be required to indicate to the site administrator the exact time of arrival at and departure from the work site.

6.1000 The District agrees to establish a Joint Committee to study middle school extra duty assignments in order to ensure equitable work loads in all middle schools.

6.1100 The regular work year for regular classroom teachers shall consist of 185 work days for each year of this Agreement as set forth in Appendix F1, F2, F3, F4, F5, and F6.
ARTICLE 6: HOURS - continued

6.1200 The teacher instructional time shall be as follows:

6.1210 Kindergarten shall be 181 days of 200 instructional minutes per day.

6.1220 Grades 1-3 shall be 171 days of 285 instructional minutes per day with 10 minimum days as prescribed by state law.

6.1230 Grades 4-6 shall be 171 days of 305 instructional minutes with 10 minimum days as prescribed by state law.

6.1240 Grades 7-8 shall be 178 days of 366 instructional minutes per day with 3 minimum days as prescribed by state law.

6.1250 Grades 9-12 shall be 175 days of 366 instructional minutes per day with 6 minimum days as prescribed by state law.

6.1260 A minimum instructional day for the purpose of determining student grades shall be scheduled as follows:

a) At or near the end of the first quarter for all students in grades K-12.

b) At or near the end of the second quarter for all students in grades K-6.

c) At or near the end of the third quarter for all students in grades K-12.

d) On the last student day of the year in grades K-12.

6.1270 There shall be five (5) minimum instructional days in grades 1-6 for parent conferencing after the close of the first quarter.

6.1280 The District shall make a good faith effort to provide a minimum day for only the required number of consecutive minutes, as required by state law.
ARTICLE 6: HOURS - continued

6.1290 A minimum day for the purpose of administering final semester examinations at the senior high school shall be scheduled as follows:

a) The final two instructional days at the end of first semester.

b) The final two instructional days at the end of second semester.

6.1300 Unit members shall be provided non-instructional days as follows:

6.1310 Elementary schools shall have two non-instructional days prior to the opening of school with one additional non-instructional day at or near the end of first quarter for purposes of conferencing. Additionally, there shall be one non-instructional day at the end of the second semester.

6.1320 Secondary schools shall have two non-instructional days prior to the opening of school and one non-instructional day at the end of each semester.

6.1400 Participation by unit members in the outdoor education program shall be voluntary.

6.1410 At the beginning of each school year the District will forward to the appropriate Orange County Department of Education officials written notification of the terms and conditions of this Agreement.

6.1420 The purpose of the notification is to acquaint the Orange County Department of Education with the rights and benefits accorded under this agreement and the District's expectation that these rights and benefits will be maintained while unit members are participating in the outdoor education program.

6.1500 Provisions for R.O.P. unit members shall be according to Appendix B6.

6.1600 Provisions for Driver Training unit members shall be according to Appendix J.
ARTICLE 6: HOURS - continued

6.1700 Elementary/Secondary Report Cards

All grade reporting shall be computerized.

6.1710 Elementary Report Cards

The parties agree to establish a joint study committee composed of four representatives chosen by the District and four representatives chosen by the Association. Reasonable released time shall be granted the four Association representatives. The joint study committee shall review the existing card and make their recommendation to the Superintendent by no later than January 1, 1990.

6.1720 Secondary Report Cards

The parties agree to establish a joint study committee composed of four representatives chosen by the District and four representatives chosen by the Association. Reasonable released time shall be granted the four Association representatives. The joint study committee shall review the existing cards and make their recommendation to the Superintendent by no later than January 1, 1990. The Middle School and High School cards do not have to be the same card.

6.1730 The District and the Association shall bargain any changes in the elementary and secondary report cards.

6.1800 Traditional Year School

Grades are due to the appropriate office by the end of the noon hour on the second working day following the end of the quarter. Fourth quarter grades are due by 3:00 p.m. on the unit member's final work day.

6.1900 Year-Round School

Grades are due to the appropriate office by the end of the noon hour on the last day of the quarter. Fourth quarter grades are due by 3:00 p.m. on the unit member's final workday.
ARTICLE 6: HOURS - continued

6.2000 Extended day reading shall be established only on a voluntary basis by the teaching staff at each (K-3) grade level by majority vote of teachers at each grade level. Teachers may participate in voluntary programs to minimize class sizes during reading periods in the primary grades.

6.3000 It shall be the responsibility of the District to see that there are sufficient qualified substitute teachers available to completely staff the schools at the designated operating level at all times. However, if this is not possible:

6.3010 Unit members may be requested by the site administrator or designee to voluntarily serve as a substitute teacher during their conference period if no regular substitute is available to cover the class.

6.3020 Unit members do not have to accept such substitute assignments and may in no way be penalized for refusing to serve as a substitute.

6.3030 Unit members who accept a substitute assignment under this provision shall be compensated at the miscellaneous hourly rate of pay. Such compensation shall be in addition to the unit member's regular salary. Payment for substitute service shall be included in the unit member's regularly scheduled paycheck.

6.3040 Upon approval of the principal, middle school counselors shall be paid the miscellaneous hourly rate for holding meetings after the normal work day to meet with parents regarding the results of proficiency tests. The limit per middle school shall be five hours per school year, per counselor. Hours will be prorated for those counselors who are employed less than full time.

6.4000 Bilingual/ESL Materials Committee

The Association and the District shall establish a committee to review, and recommend instructional materials to be developed and/or equipment to be purchased for bilingual and ESL classes. The
ARTICLE 6: HOURS — continued

committee shall develop a timeline for ordering instructional materials and/or equipment to ensure their availability prior to the beginning of the school year. This committee shall be comprised of four members appointed by the OUSD and four members appointed by the OUEA. Members of this committee shall be appointed annually.

The District and the Association shall bargain the impact of the OUSD plan for staffing programs designed for Limited English Proficient Students.

6.5000 Grading Proficiency Examinations

Unit members shall have the option of using non-work days to serve as readers for grading English proficiency examinations and shall be paid the District's substitute rate. The reading service shall be completed within ten (10) calendar days following administration of the test.

Unit members shall continue to have the right to receive released time during the school day to grade proficiency examinations.

The procedure for implementation of the reading schedule shall be established by the unit members involved with the final plan approved by the building principal.
ARTICLE 7: EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC COMPLAINTS

7.100 All unit members shall be evaluated by a principal, assistant principal, immediate supervisor, or a person with line responsibility who is assigned by the Superintendent or designee to conduct an evaluation. In cases where a unit member is assigned more than one work site, an official evaluator shall be designated by the Superintendent or designee prior to the first day of student attendance.

7.200 Frequency

The evaluation and assessment of the performance of unit members shall be made on a continuing basis. Each unit member shall receive an annual evaluation of his/her performance according to the provisions of this section.

The sequence of evaluation shall be set forth in the schedule below:

A. Group and/or individual orientation given to those scheduled for evaluation.

B. Submit job targets for evaluator review. Joint planning conference.

C. Conference to review "job targets" and establish agreement. Discussion of appraisal actions to be taken.

D. Unit member and evaluator working together in "target" fulfillment.

E. Self-evaluation. Unit member reviews year's work and makes self-assessment of target achievement and submits results to evaluator.

F. Appraisal by evaluator. Assessment is made of unit member's achievements.

ARTICLE 7: EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC COMPLAINTS - continued

H. Deadline to complete and submit any supplemental materials. By May 31

I. Unit member commences preliminary planning for forthcoming year. By May 31

J. For unit members in a year-round program, the evaluation shall be as follows: thirty (30) days following start of employment for C. above; sixty (60) calendar days prior to the end of the school year for E. above; thirty (30) calendar days prior to the last school day for G. above and twenty-five (25) calendar days prior to the last school day for H. and I. above.

7.300 The District will maintain for the duration of this Agreement, the evaluation procedures, including the "Appraisal Process" (Appendix L) which were in existence at the time of the execution of this Agreement. The final evaluation summary for regular classroom teachers shall be completed on the evaluation form which is attached as Appendix G and incorporated herein by reference.

7.400 Except for counselors, psychologists, media specialists, and nurses, there shall be at least one formal observation meeting scheduled by the evaluator and the unit member. All formal observation shall be at least thirty (30) minutes duration. Observations of less than thirty (30) minutes shall be considered an informal observation. A conference will be conducted by the evaluator with the unit member within a reasonable period of time following the formal observation. As soon as possible the unit member will be given a written summary of the conference and/or observation. The unit member may request an Association representative to be present at any evaluation conference likely to affect his/her job status.

7.500 Except in cases of emergency, failure on the part of the evaluator to comply with the evaluation time limits specified will result in the elimination of the final evaluation form from placement in the personnel file. Except in cases of
emergency, failure of the unit member to comply with the time limits specified herein will result in an unsatisfactory evaluation.

7.600 Unit members shall not receive a derogatory or negative rating in any area unless prior written notification of a need for improvement has been given. Only evaluations conducted according to this Agreement may be kept in the personnel file.

7.700 Personnel Files

7.710 Materials in the personnel files of unit members which may serve as a basis for affecting the status of their employment shall be made available for the inspection of the person involved.

7.711 Unit members shall have the right to inspect such materials upon request, provided that the request is made at a time when such unit member is not actually required to render services to the District.

7.712 A unit member may have an Association representative present when inspecting the personnel file or may authorize in writing an Association representative to review the file.

7.713 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
ARTICLE 7: EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC COMPLAINTS - continued

7.714 Inappropriate Materials:

If the employee believes that material to be placed in his/her file is inappropriate or in error, the employee may receive adjustment, provided cause is shown by mutual agreement with the principal/supervisor or through the grievance procedure, whereupon, the material will be corrected or expunged from the file.

7.715 Unit members may request that material(s), other than confidential placement information, which are four (4) years old or more, be removed from the personnel file. Said request shall be granted to the extent that the request is compatible with the existing State Law.

Unit members wishing such documents removed shall submit a written request to the Superintendent or designee identifying the documents by including:

1) type of document; e.g. memo, letter, evaluation, etc.
2) date of origination
3) name of originator
4) any other identifying information not later than the day following receipt of the request, the documents will be removed and forwarded to the unit member.

7.716 The District shall keep a log in the personnel file indicating administrators, except for Superintendents and Administrators in the Personnel
Office, who have requested to examine a personnel file as well as the dates the requests were made. The log shall be available for review by the unit member or authorized Association representative.

7.800 Public Complaints

7.810 Investigation of official complaints which could reasonably affect the evaluation of unit members shall be conducted only if complaints are submitted in writing. Complaints shall be directed initially to the unit member's immediate supervisor with a copy to the Superintendent or designee.

7.820 A meeting of all concerned parties shall be scheduled at the option of the administrator, unit member or complainant to review the complaint. If the complainant refuses to attend the scheduled meeting, the complaint shall not thereafter be used to affect the evaluation of a unit member.

7.830 The unit member may make a written response to be attached to the written complaint.
ARTICLE 8: GRIEVANCE PROCEDURE

8.100 Definitions

A "grievance" is an allegation by a unit member regarding a violation or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies, regulations or matters outside of the Agreement are not within the scope of this procedure, and review shall be taken under separate processes.

A "day" is a day in which the unit members are scheduled to work as set forth in this Agreement. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

A "grievant" is any unit member covered by the terms of this agreement and/or the Association, when filing on behalf of specifically named unit members who qualify as grievants. Association grievances shall be filed by the President of the Association or his/her designee(s).

8.200 Procedure

8.210 Level I

Within twenty (20) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

The grievance shall consist of a clear concise statement of the problem, the provision of the Agreement involved, and the specific remedy sought.

The supervisor shall communicate a decision in writing within five (5) days after receiving the grievance. Within the above time limit, either party may request and receive a personal conference with the other party.
ARTICLE 8: GRIEVANCE PROCEDURE - continued

8.220 Level II

If the grievant is not satisfied with the decision at Level I, within five (5) days after receipt of the Level I response, the grievant may appeal the decision to the next level on the appropriate form.

The Superintendent or designee shall communicate in writing a decision within ten (10) days after receipt of the appeal. Within the above limit, either party may request and receive a personal conference with the other party.

8.230 Level III

If not satisfied with the decision in Level II, the grievant, within five (5) days after receipt of the Level II response, may request in writing that the Association submit the grievance to arbitration.

The Association, by written notice to the Superintendent or designee within fifteen (15) days of the Level II response, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request of the State Conciliation Service a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit the findings and recommendations.
The recommendations and awards shall be final and binding upon the parties in issues involving the grievance procedure herein. Under no circumstances does the arbitrator have the power to render a final and binding award that would constitute a payment by the District where the specific amount or the impact would exceed a total of $45,000 annually, nor shall such an award be enforceable through any agency proceedings or through a court of law.

The arbitrator will have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator. The fees and expenses of the separate arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

8.300  Miscellaneous Provisions

8.310  Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of management, and to have the grievance resolved without intervention or presence of/by the Association; provided
that the resolution is not inconsistent with the terms of this Agreement, and provided further that prior to any agreement on the resolution, the Association has been given ten (10) days in which to study the issues and to state its views.

8.320 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

8.330 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the issue(s) again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.

8.340 Every effort will be made by the parties to settle grievances at the lowest possible level.

8.350 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.

8.360 Within thirty (30) calendar days of the signing of this Agreement, the Association will designate two (2) representatives for purposes of processing grievances beyond Level I of the grievance procedure. The designated
representatives and the grievant shall receive time off with pay for purpose of processing grievances as set forth above, provided that such time shall not be used for the investigation or the preparation of any grievance. In addition, a grievance may be filed by the local President of the Association regarding violations of Association rights as specified in this Agreement; and may also file grievances on behalf of specifically named unit members who qualify as grievants and who have the same grievance(s) in both facts and issues.

8.370 The processing of a grievance beyond Level II shall constitute an express election on the part of the grievant and the Association that the grievance/arbitration procedure is the sole and chosen forum for resolving all the issue(s) contained in the grievance.
ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD

9.100 Class sizes for the District shall be as outlined below:

9.110 Class size for K-6 shall be maintained at an average of 31.5 students.

9.120 Secondary schools 7-12 shall be at a staffing ratio of 27.8 students.

9.200 Staffing of these Pupil Personnel services shall be as follows:

a. Counselors (Middle and Senior High) staffing at the 1988-1989 levels with the exception of McPherson, which was closed.

b. Nurses

Seven (7) F.T.E.s

c. Psychologists

Twelve (12) F.T.E.s

9.210 Staffing for Media Specialist shall be one (1) F.T.E. Media Specialist per comprehensive high school.

9.220 The District shall staff school buildings or other instructional sites in accordance with this Article and other applicable provisions of this Agreement except that the District and the Association may agree to increase staffing at any building or site to implement or maintain new or current programs and/or expand curricular offerings.

9.230 "F.T.E." means "full-time equivalent employment."

9.240 The District agrees to meet and negotiate concerning the impact upon mandatory subjects resulting from a reduction of Pupil Services Personnel.

9.300 Teaching Periods

9.310 The weekly teaching load for Senior High School teachers will be equivalent of twenty-five (25) teaching periods and
ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD - continued

five (5) preparation periods, except Driver Training teachers who shall nor-
mally have a teaching load of thirty (30) teaching periods and no scheduled
preparation periods. An assignment to a supervised study period shall be
considered a teaching period.

9.320 The weekly teaching load for Continu-
ation High School and Middle School
teachers shall be the equivalent of thirty (30) teaching periods and five
(5) preparation periods. An assignment
to a supervised study period shall be
considered a teaching period.

9.330 The weekly teaching load for elementary
teachers shall be determined at the
building level and shall include the
equivalent of five (5) forty-minute (40)
preparation periods.

9.400 Procedure for Resolving Class Size Problems

9.410 Any class size problem shall first be
submitted by the affected teacher, in
writing, to the building principal for
resolution. The principal shall
consider the following criteria in
attempting to resolve the problem:

1) Attributes of the pupils in the
classroom;

2) Equitable distribution of pupils
within the school;

3) Availability of funding for class
size reduction;

4) Changes in teaching assignments
necessitated by change in class
size;

5) The reassignment of pupils within
the school necessitated by changes
in class size;

6) Availability of classroom space
within the school.
ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD - continued

The principal shall respond to the unit member within five (5) days.

9.420 If the problem is not satisfactorily resolved within the time limits, the affected unit member may request a review of the problem by the Superintendent or designee. The Superintendent or designee shall attempt to resolve the problem by considering the established criteria and shall respond within five (5) days following receipt of the appeal. If the problem is not satisfactorily resolved, it may be pursued according to provisions in Article 8.200 through 8.370, inclusive.

9.430 If the problem is not resolved, the affected unit member may request a conference with the Superintendent or designee to discuss the problem. The unit member is entitled to the assistance of an Association representative at this conference. The Superintendent or designee shall make every reasonable attempt to remedy the problem and shall provide the unit member with a written response within five (5) days of the conference.

9.440 A joint meeting of the OUEA President and Superintendent or designee shall occur in order to discuss class size problems related to extra curricular activities. They shall consider, but not be limited to:

1) redeployment of assigned staff,
2) use of class size money, and
3) employment of additional staff.

9.500 The District shall budget $200,000.00 each school year of this Agreement which shall be used in a non-cumulative manner for the resolution of class size problems. The monies will be utilized at the discretion of the Superintendent.

9.600 Each middle school will be eligible for one three-and-one-half (3 1/2) hour aide for purposes of clerical assistance for unit members. The cost
ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD  -  continued

of such personnel shall be charged against the amount in Section 9.500 above.

9.700 The District agrees to implement any new State law enacted after July 1, 1986, which is designed to reduce class sizes, as long as the State law provides all necessary funding and there is building space available within the District.

9.800 The District and the Association will form a committee to explore and recommend the implementation of solutions to eliminate and/or minimize the adverse affects of combination classes. The committee shall report in sufficient time to have its report considered by the parties during bargaining reopening provisions of this Article.

9.900 The implementation of the Management Team shall be according to these provisions:

1) The periods for "Attendance," "Student Activities" and/or "Lunch Supervision", shall become a part of the responsibility of the Management Team at the Middle School. The periods listed in this item may be grouped in any manner to provide the specified duties, except that there shall be no more than four (4) periods at any one Middle School.

2) There will be at least one (1) full-time equivalent counselor at each Middle School.

3) No Management Team member will perform bargaining unit work.

4) The Management Team at El Rancho shall not exceed the amount of bargaining unit work that is being performed by the El Rancho Management Team as of the effective date of this contract (7/1/86).

5) Should enrollment at El Rancho decline, the number of teaching periods performed by the Management Team shall correspondingly decrease at the same ratio relationship as the reduction in unit members' teaching periods.
ARTICLE 10: MENTOR TEACHER PROGRAM

10.100 Purpose

The major purpose of the District's Mentor Teacher Program is to improve student achievement through the continued advancement of teacher effectiveness.

10.200 Selection Committee

10.210 Establishment

A Selection Committee shall be established to select and recommend candidates to the Board of Education for approval as Mentor Teachers based on the needs of the Orange Unified School District.

10.220 Membership

10.221 The Selection Committee shall be comprised of five (5) members consisting of three (3) teachers and two (2) administrators.

10.222 A secret ballot election conducted by the Association among all unit members shall be held annually to elect teacher members and two (2) alternates. Such election shall be held on or before November 1. Alternates shall serve only when a vacancy occurs. The Association will make every effort to ensure the teacher representatives will be from both elementary and secondary level.

a. Results of such election shall be forwarded to the District by the Association no later than one (1) day following the election.
ARTICLE 10: MENTOR TEACHER PROGRAM - continued

b. The teacher representatives shall at all times constitute the majority of the voting members present on the Committee.

10.223 Administrators (non-bargaining unit members) shall be appointed by the District.

10.230 Eligibility

10.231 To be eligible to serve on the Selection Committee, the employee must currently hold a full-time, contractual position with permanent status in Orange Unified School District or be an ROP teacher in the District.

10.232 Applicants for mentor teachers shall not serve on the Selection Committee.

10.240 Term

10.241 The Committee membership shall be determined annually no later than November 15th.

10.242 Members of the Selection Committee shall serve for a three (3) year term, with one-third of the Committee elected each year. The initial committee shall draw lots to determine the one (1) year, two (2) year and three (3) year terms.

10.250 Duties and Responsibilities

10.251.1 The Selection Committee shall elect its own Chair and shall make every effort to meet at times when substitutes are not required. In the event this is not possible, Section 6.800 of the Collective Agreement shall apply.
ARTICLE 10: MENTOR TEACHER PROGRAM - continued

10.251.2 The Selection Committee shall establish an application and interviewing procedure prior to April 1. The application and interviewing process shall be done in a confidential manner. Information obtained during the Mentor Teacher Selection process may not be used in connection with the employee's regular evaluation.

10.251.3 The Selection Committee shall develop a needs assessment instrument which shall be distributed to all certificated personnel within the District. The results of this survey, the needs of the District, and the goals and objectives of the Mentor Program as defined in the Education Code 44494(c) shall be made available to all Mentor Teacher applicants.

10.251.4 The Selection Committee shall develop a format for proposed projects, to be followed in applying for the Mentor Teacher Program. Format shall include a statement of identified/perceived needs, objectives for the project, a plan to meet said needs and a plan to assess the effectiveness of the project.

10.251.5 The Selection Committee shall seek applications for the Mentor Teacher Program from the body of eligible classroom teachers between November 15 and December 31.

10.251.6 The Selection Committee shall develop a process for assessing applicants. Those who will be recommended as Mentor Teacher to the Board of
Education shall be selected by majority vote of the Selection Committee.

10.251.7 The Selection Committee shall annually submit the following to the Board of Education:

a. List of nominees shall not exceed the number of Mentor Teacher positions allocated by the State's formula.

b. Copy of the nominee's proposed project.

10.251.8 The Board of Education may reject any or all nominations from the Selection Committee. In the event of a Board rejection, the Selection Committee shall submit additional names equal to the number rejected by the Board. This process shall be continued until all positions are filled.

10.251.9 The Selection Committee shall submit to the Board of Education names of alternate Mentor Teachers as the need arises.

10.251.10 The Selection Committee in determining its recommendations, shall consider:

a. Statutory criteria for qualifications pursuant to Education Code 44491.

b. The degree to which the applicant's written proposal accomplishes the goals of the Mentor Program.

c. Applicant's length of service and academic preparation as related to the proposed project.
ARTICLE 10: MENTOR TEACHER PROGRAM  - continued

d. Candidate's participation in a personal interview conducted by the Selection Committee.

e. Video tape classroom observation of application by the Selection Committee.

f. Evaluations for the past four years furnished by the applicants. Other materials contained in the applicants personnel file shall not be utilized, except by written consent of the applicant.

10.251.11 The Selection Committee shall establish a procedure for renewal applications pursuant to Education Code 44494(c).

10.260 Compensation

Teacher members of the Selection Committee shall receive a stipend of $300.00.

10.300 Mentor Teachers

10.310 Eligibility

10.311 The applicant must be a credentialed teacher with permanent status in Orange Unified School District or be an ROP teacher in the District.

10.312 Has a minimum of three (3) years teaching experience within the last five (5) years.

10.320 Application

The application for a Mentor Teacher position shall consist of the following:

a. Completed application form.
ARTICLE 10: MENTOR TEACHER PROGRAM — continued

b. Current resume.

c. Proposed project which follows the format established by the Selection Committee.

10.330 Term

A Mentor Teacher shall serve a one (1) to three (3) year term pursuant to Education Code Section 44494(c).

10.340 Duties and Responsibilities

Persons designated as Mentor Teachers pursuant to this Article, shall be assigned duties and responsibilities to accomplish the identified goals and objectives of the Mentor Teacher Program in accordance with the following:

a. The primary function of a Mentor Teacher shall be to provide assistance and guidance to new teachers. A Mentor Teacher may also provide assistance and guidance to more experienced teachers.

b. Mentor Teachers may provide staff development for teachers, and may develop special curriculum.

c. A Mentor Teacher shall not participate in or contribute to the evaluation of teachers.

d. Each Mentor Teacher shall spend on the average no less than 60% of his/her time in direct instruction of his/her pupils.

e. The Mentor Teacher's written proposal as accepted by the Selection Committee and approved by the Board of Education, shall constitute the Mentor Teacher's duties and responsibilities under the program.
ARTICLE 10: MENTOR TEACHER PROGRAM – continued

f. Mentor Teachers shall not be exempt from any extra duty assignment or staff meetings required of any other member of the bargaining unit, nor shall he or she by virtue of appointment as a Mentor Teacher be exempted from liability for layoff and transfer.

g. Mentor Teachers shall not be required to utilize his/her regular preparation periods in the performance of his/her Mentor Teacher duties.

h. Mentor Teachers will be expected to provide service time in addition to the normal work day to perform duties of the Mentor Teacher Program.

10.350 Salary

10.351 In addition to his/her regular annual salary, and all other benefits provided by this contract, Mentor Teachers shall be compensated at a rate of $4,000 per academic year, and shall be proportionately paid with the regular salary warrant. Stipend shall be reduced in a pro-rata fashion for services of less than an academic year.

10.352 This stipend shall be over and above the regular salary to which the individual is entitled. The Mentor Teacher stipend shall not be included as salary or wages for purposes of calculating employer contribution rates or employee benefits under the State Teachers' Retirement System.

10.360 Calendar

Mentor Teachers shall provide up to five (5) days of service in addition to the contracted work calendar.
ARTICLE 10: MENTOR TEACHER PROGRAM - continued

10.370 Training

The Superintendent or designee shall have the responsibility to provide orientation and such other training as mutually agreed upon between the Mentor Teacher and the District.

10.380 Assessment

Assessment of the Mentor Teacher Program shall be in accordance with the guidelines established by the Superintendent or designee.

10.390 Evaluation

10.391 The evaluation of persons as Mentor Teachers must be separate and distinct from their evaluation in the regular assignment.

10.392 Evaluation of Mentor Teachers shall be by their primary evaluator in accordance with the provisions of Article 7 of the Collective Agreement.

10.400 General Provisions

10.410 No expense required by the operation of this program shall be budgeted or charged to the District's General Fund.

10.420 The implementation of this program shall be directly related to State funding. No program activity will be authorized without verification of State funding.

10.430 If State funding for this program is discontinued or reduced, the program shall be modified accordingly.

10.440 All release time required or otherwise provided by the operation of the Mentor Teacher Program shall be covered by qualified substitutes. No member of the bargaining unit shall be required to substitute for a Mentor Teacher released from instructional duties, or for Selection Committee Members.

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ARTICLE 10: MENTOR TEACHER PROGRAM - continued

10.450 Arrangements for release time for Mentor Teacher and/or Selection Committee members shall not be such as to increase class size, teacher/pupil ratio, or extra duty assignments for other unit members.

10.460 A teacher whose Mentor Teacher assignment requires a temporary move from his/her former classroom shall be allowed to return to the former assignment upon conclusion of the mentor term, if the teacher so chooses, and if the position still exists.

10.470 The Board of Education reserves the authority to reduce or discontinue this program at the end of any school year.

10.500 The District agrees to conduct a survey to determine the needs of the Association.
ARTICLE 11: PROFESSIONAL GROWTH

11.100 This Article applies only to those unit members who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential.

11.200 Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:

11.210 Courses from a regionally accredited college and university.

11.220 Participation in professional conferences, workshops, teacher center programs or staff development programs.

11.230 Service as a mentor teacher pursuant to Education Code Section 44496.

11.240 Participation in school curriculum development projects.

11.250 Participation in systematic programs of observation and analysis of teaching.

11.260 Service in a leadership role in a professional organization as verified by the President of the organization.

11.270 Participation in educational research or innovation efforts such as:

11.271 Participation in a teacher center program.

11.272 Gaining proficiency in use of computers in the classroom.

11.273 Staff development.

11.274 Creative use of T.V., music, or art to enhance the instructional program in the classroom.
ARTICLE 11  PROFESSIONAL GROWTH  -  continued

11.275 Publication of professional articles in professional journals which demonstrates or enhances knowledge of the teaching/learning process.

11.276 Travel directly related to the teaching assignment, and which has a demonstrable value to the instructional program.

11.277 Participation as an exchange teacher which experience is related to the teaching assignment.

11.278 Membership on education related committees which have been established by the State or District.

11.300 A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.

11.400 Prior to beginning the year's activities which could accumulate clock hours, the unit member shall submit the proposed activity to his/her immediate supervisor. The immediate supervisor shall respond in writing his/her approval of the proposed plan for accumulation of clock hours in a timely fashion, but in no case longer than 10 working days after receipt of the proposal. If the unit member desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed for prior approval.

11.500 Upon completion of the year's activity, the unit member shall submit to his/her immediate supervisor a form which contains the following information: type of activity engaged in, dates of the activity, and the number of clock hours spent in the activity. The immediate supervisor shall review and sign the form, and submit a copy of the signed form to the personnel office with a copy to
ARTICLE 11: PROFESSIONAL GROWTH - continued

11.600 District Bilingual/ESL Staffing Plan

11.610 Selection Procedure

Unit members (on temporary, probationary, or permanent contract status) shall receive hiring consideration, within provisions of the Collective Agreement and current District practice, for any unit member positions created as a result of implementation of the District's Bilingual Plan.

It is not the intent or desire of the District to assign unit members to bilingual positions without their concurrence. However, the District reserves the right, under the terms of the Collective Agreement, to staff the schools.

11.620 Contract Status

Newly hired teachers who hold a bilingual teaching authorization through a bilingual credential or certificate from the California Teaching Credentialing Office (CTC), will be offered a probationary contract. Currently employed unit members, on a temporary contract, who obtain bilingual certification referenced above or meet the District criteria for certification, shall be upgraded to probationary contract status.

11.630 Training

Unit members assigned to a position referenced in the District Bilingual Staffing Plan shall receive training (Tri-County Training Cooperative/ Bilingual Teacher Training Program) within the following guidelines:
ARTICLE 11: PROFESSIONAL GROWTH - continued

- Training during the regular work day/year shall receive release time and a substitute will be provided.

- Unit members attending training during periods beyond the normal work day/year will be compensated at the miscellaneous hourly rate.

Unit members, as part of a school and/or District inservice program, may be required to participate in general inservice and/or training regarding non-English students. Teachers will only be required to obtain or hold a credential or certificate that is appropriate for the position in which they are assigned.
ARTICLE 12: MINI GRANTS

12.100 Purpose

The purpose of the District's Instructional Improvement Grants Program shall be to improve instruction in areas of greatest District need.

12.200 District Responsibility

The Board of Education shall identify areas of greatest need in prioritized order and shall submit the list of need to the Selection Committee prior to the first annual meeting of the school year.

The Board of Education may award a grant, of no less than $1,000.00 and no more than $2,000.00 per fiscal year, for any proposal submitted to them by the Selection Committee.

12.300 Selection Committee

12.310 Establishment

A Selection Committee shall be established to select and recommend candidates and projects to the Board of Education for approval of Instructional Grants.

12.320 Membership

12.321 The Selection Committee shall be comprised of five (5) members consisting of three (3) full-time teachers and two (2) administrators, one (1) of which shall be a school principal.

12.322 A secret ballot selection conducted by the Association among unit members shall be held annually to elect teacher members and two (2) alternates. Alternates shall serve only when a vacancy occurs.

a. Results of such election shall be forwarded to the
ARTICLE 12: MINI GRANTS - continued

District by the Association no later than one (1) day following the election.

b. The teacher representatives shall at all times constitute the majority of the voting members present on the Committee.

c. Administrators shall be chosen by the District.

12.330 Eligibility

12.331 To be eligible to serve on the Selection Committee, the employee must be a full-time teacher.

Project applicants may not serve on the Selection Committee.

12.340 Term

12.341 The Committee membership shall be determined annually no later than May 1.

12.342 Members of the Selection Committee shall serve for a three (3) year term, with one-third of the Committee elected each year.

12.350 Duties and Responsibilities

12.351 The Selection Committee shall select its own chair.

12.352 The Committee shall review all projects and make recommendations commensurate with the amount of money available to the Board of Education based on the identified areas of need as established and prioritized by the District.
ARTICLE 12: MINI GRANTS - continued

12.353 The Selection Committee shall be responsible for:

a. Establishing procedures for the evaluation of grant proposals.

b. Reviewing and considering all proposals.

c. Making recommendations to the Board of Education not to exceed the total number of grants allocated by the State to the District.

d. Establishing procedures for the review of the use of grant funds.

e. Distributing applications and guidelines.

f. Identifying and recommending grant recipients and the amount of grant monies to be received by the recipients. This process will be completed no later than December 1. Recommended grant recipients will be listed in order of priority.

12.360 Compensation

12.361 Grants shall be funded upon release of money by State Department of Education.

12.362 A member of the Selection Committee shall receive a compensation stipend of $250.00.

12.370 Eligibility for Grants

Full-time unit members including full-time ROP teachers, whose primary duty is classroom instruction, shall be eligible to participate in the program.
ARTICLE 13: ASSOCIATION RIGHTS

13.100 Association Use of District Communication Systems

13.110 The Association shall have the use of school mail and delivery systems, unit members' mail boxes, and school bulletin boards. An Association mailbox shall be located at the District Office.

13.120 Association communications or materials shall be properly addressed and prepared for delivery. A copy of materials distributed throughout the District shall be forwarded to the Superintendents and site administrators at the same time as such notices are placed in the mail system. Materials distributed shall be clearly identified as an Association publication and shall be presumed to have been authorized by the Association.

13.130 Faculty bulletin boards shall provide reasonable space for identified Association items.

13.140 The District shall supply the Association with the list of names, addresses, and building assignments of unit members as soon as such list is available to the District.

13.200 Association Leave

13.210 Except as set forth below, and upon mutual agreement, the District shall grant a leave without pay or benefits to the President of the Association during the President's term of office.

13.220 The Association shall be granted thirty (30) days per school year for the purpose of allowing its members to participate in the Association's, or its recognized state or national affiliates', normal business activities. The Association shall provide written notification normally three (3) days in advance to the Superintendent or designee the name(s) of the unit member(s) who will be utilizing said leave prior to the absence.
ARTICLE 13: ASSOCIATION RIGHTS - continued

13.300 Association Business

13.310 Association representatives shall have the right to transact Association business on school property provided that the business takes place before class begins, during lunch, after school, and at times approved by the building principal, provided further such business does not interfere with the instructional process or the regular duties of unit members.

13.320 Unit members may select a member of the Association, an officer of the Association, or the Executive Director as a conferee in any matter relating to the provisions of this Agreement, except during the annual final evaluation conference.

13.321 If such conference is likely to have an adverse impact on the unit member's employment relationship, such unit member shall be entitled to Association representation upon request of the unit member. Should the unit member wish to discuss the evaluation further with a conferee present, a request may be made to the evaluator.

13.322 No unit member shall be denied an Association representative.

13.330 With the exception of the final evaluation conference, unit members may request a postponement of any meeting, with a supervisor, during which the member's behavior, competency or personal performance is to be or has been discussed, so that the unit member may select a representative to be present at such a meeting.
ARTICLE 13: ASSOCIATION RIGHTS - continued

13.331 A unit member intending to have a representative present at a continued meeting shall notify the other party of the intent, stating name and position of the representative.

13.332 The meeting shall be rescheduled within two (2) work days, or at a time that is mutually agreeable to the parties.

13.340 The Association may use District facilities at no cost as long as said use does not interfere with the educational program and that the appropriate District form is properly filed and the provisions thereon complied with.

13.350 The Association shall receive a preliminary school board agenda forty-eight (48) hours prior to a regular Board meeting or Board work/study session.

13.360 The Association shall be provided with copies of all newly adopted Board rules and regulations.

13.370 The Association shall be provided with vacancy notices within the unit as they occur.

13.380 The Association will be provided with a list of unit members who have requested transfers as soon as it is available to the District Personnel Division.

13.400 Dues Deductions

13.410 The Association shall hold the District harmless due to any problems arising from monies having been deducted and remitted to the Association pursuant to this section.

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

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ARTICLE 13: ASSOCIATION RIGHTS - continued

13.420 Unit members who submit a written authorization thirty (30) days prior to the effective date of the deduction shall have the deduction made.

13.421 Such authorization may be submitted at any time during the school year.

13.422 Deductions for unit members who sign such authorization after November 10 of each year shall be appropriately prorated to complete payments for total dues by the end of the school year.

13.423 The authorization shall continue from year to year unless revoked in writing by the unit member on the authorized revocation form provided by the Association.

13.430 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further, that at least thirty (30) calendar days prior to the change, an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, increase or decrease in authorized deductions by a member(s) for Association approved items.

Monthly, the District shall remit to the Association all dues collected and an alphabetical listing of unit members for whom such dues deductions were made.

13.500 The parties agree to implement a Representation Fee subject to the terms and conditions as set forth in Appendix H which is attached hereto and incorporated by reference.
ARTICLE 14: MANAGEMENT RIGHTS AND DISTRICT POWERS

14.100 The District retains all of its powers and authority to direct and control to the full extent of the law. Included in but limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, transfer, reassign, evaluate, promote, terminate and discipline employees.

14.200 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

14.300 The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure, except that an arbitrator shall have the authority to determine the applicability of this article to any dispute regarding the violation or application of this Agreement.
ARTICLE 15: SUMMER SCHOOL

15.100 Summer school positions for unit members shall be rotated with no member working a summer school assignment for more than two (2) successive summers.

15.110 Exceptions may be made to Section 15.100 if no qualified applicants are available for any position.

15.200 Article 5 shall apply to summer school.

15.300 Pay for summer school shall be as outlined in Appendix B4.

15.400 Unit members will be assigned to teach summer school classes in an air conditioned facility whenever those sites are available.

15.410 Consideration for availability will include, but not be limited to, student enrollment, maintenance, demographics and plant modifications.

15.500 Class sizes for summer school classes shall be in accordance with provisions of Article 9.
ARTICLE 16: PROFESSIONAL WORKING ENVIRONMENT

16.100 The District agrees that there are standards which must exist for a professional working environment for unit members.

16.200 The District shall make every effort to see that materials, supplies and equipment shall be available at the opening of the school year.

16.300 Working Facilities

Within the current fiscal allocations of the District, the following standards will apply:

1. Each classroom when occupied for pupil instruction purposes will be well-lighted, appropriately heated and provided with a communication system so that an employee can communicate with the main site office.

2. The instructional area in which a teacher instructs will have a space for storage of the regular instructional supplies.

3. A clean and appropriately heated room will be provided as a staff lounge at each school site. Such room shall be cleaned by the custodial staff.

4. Each unit member will be provided with a serviceable desk and chair for the unit member's exclusive use.

5. Each school site will have restrooms which are clean, well-lighted, appropriately heated, separate for each sex and separate from pupil's restrooms.

6. Professionally adequate and customary instructional supplies, equipment, reproduction facilities and textual materials will be provided for the teacher in a timely fashion for all instructional programs required by the District.

7. Each unit member shall have a secure assigned parking place at the work site.
8. Smoking shall be prohibited in all school sites and on all school grounds except for a specified area designated for such smoking as determined by District policy in conformance with the Education Code standards.

9. Unit members who work in more than one school site will have an established work location designated in writing by the site administrator at the beginning of each school year. Site administrators will provide the unit member with written notification of any change in such work location prior to making any such change. Such work location shall provide the needed privacy for special services unit members to carry out their responsibilities.

10. All teachers will have access to hot water and/or disinfectant soap.

All teachers will have access to drinking water.

16.400 Nothing in this Article will prevent or limit the unit member from having access to the provisions of Article 5.
ARTICLE 17: COMMUNICABLE DISEASES AND HUMAN IMMUNODEFICIENCY VIRUS

17.100 The District agrees to negotiate on mandatory subjects of bargaining as defined in Government Code Section 3543.2 resulting from the impact of any local, state, or federal guideline(s) regarding the diseases Human Immunodeficiency Virus (HIV)/Aides Related Complex (ARC).

17.200 The District agrees to consult with the Association regarding the adoption of any student guidelines proposed by the State of California Department of Education regarding the diseases HIV-AIDS/ARC.

17.300 The following guidelines shall be followed for unit members in relation to HIV and/or ARC issues.

a. To the extent mandated by law, no bargaining unit member shall be required to submit to any testing or medical evaluation by the District in order to determine whether the employee has HIV-AIDS/ARC. In the event a unit member voluntarily submits to such testing, such testing shall be performed and the results of said testing shall be used in conformance with applicable existing laws regarding due process and confidentiality.

b. To the extent mandated by law, the identity of a unit member with HIV shall be confidential, and the District shall not require the unit member to disclose his/her cause of illness.
ARTICLE 18: JUST CAUSE/DISCIPLINE OF EMPLOYEES

18.100 The District reserves the right to discipline unit members for just cause; except that nothing in this provision shall be read to supercede, or add to, the statutory provisions regarding the dismissal of certificated employees; nor, in any fashion, create new rights for unit members or additional burdens to the District regarding such dismissal provisions.

18.200 Unit members will have the right to grieve whether or not cause exists, for any suspension without pay, except for suspensions pending dismissals. Such grievances must be filed in accordance with Article 8. The process for determining whether cause exists for discipline shall not provide the employee the additional right to grieve the dismissal.

18.300 Probationary Employee Dismissal/Suspension During the School Year

Pursuant to Education Code Section 44948.3 first and second year probationary employees may be dismissed during the school year:

18.310 For unsatisfactory performance, as provided in Education Code Sections 44660-44665;

18.320 For cause, as specified in Education Code Section 44932.

As an alternative to dismissal, the probationary employee may be suspended without pay for a specified period of time.

18.400 Any dismissal of a probationary employee shall be in accordance with the following procedures:

18.410 The Superintendent or designee shall notify the employee, in writing, thirty (30) days before the effective date of dismissal. If the dismissal is for incompetence, such notice shall be given sixty (60) days before the effective date of dismissal. Second-year probationary employees shall be notified no later than March 15, but no less than thirty (30) days prior to the effective date of dismissal. If the dismissal is
for incompetence, such notice shall be given sixty (60) days prior to effective date of dismissal.

18.420 This notice shall set forth the reasons for the dismissal and shall notify the employee of the opportunity to appeal. If the dismissal is for unsatisfactory performance, a copy of the employee's evaluation shall accompany the written notice.

18.500 The probationary employee shall have fifteen (15) days from receipt of the notice of dismissal to submit to the Board of Education a written request for a hearing. If an employee fails to submit a request for hearing during this time period, the employee shall waive the right to a hearing. The hearing shall be held no sooner than thirty (30) days and no later than sixty (60) days after the request. Extension may be granted by mutual consent.

18.600 The members of the Board of Education will conduct a hearing as requested under the provisions of Section 44948.5 and shall render a decision regarding the matter. As an alternative, the Board may refer the case to an administrative law judge in order to conduct the hearing and to submit a recommended decision in the matter to the Board.

18.700 As an alternative to dismissal, the Board of Education may suspend a probationary employee without pay for a specified period of time.
ARTICLE 19: MISCELLANEOUS PROVISIONS

19.100 Concerted Activities

19.110 The Association, officers, agents, or members will not strike, engage in work stoppage, slowdown, or picketing in furtherance thereof, to comply with the request of other labor organization(s) to engage in such activity, nor engage in any unlawful interference with the operation of the District.

19.200 It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including replacement or termination.

19.300 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 bargaining unit members to do so.

19.400 This provision shall not apply to the period following factfinding during the reopening of the negotiations process.

19.200 Completion of Negotiations

The Association and District expressly waive and relinquish the right to meet and negotiate, except as provided in this Agreement, and agree that the parties 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 such subject or matters may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

19.300 Savings Provisions

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions herein
ARTICLE 19: MISCELLANEOUS PROVISIONS - continued

This Agreement shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin. Any provision held to be contrary by law shall immediately be subject to negotiations upon request. The parties shall meet within ten (10) days for said renegotiations.

19.400 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement. In cases of conflict, this Agreement shall be read to prevail over existing policies and practices of the District.

19.500 Reopening of Negotiations

19.510 The parties agree to reopen negotiations no later than February 1, 1990, February 1, 1991 and February 1, 1992 for the purpose of negotiating salary and fringe benefit increases, Article 9, and specified provisions in this Agreement, as well as negotiating other items mandated by the law, court decision and/or agency mandated regulation.
SIGNATURES OF AGREEMENT

In witness whereof, the parties have caused this document to be executed by their duly authorized officers this 29th day of August, 1989.

For the Orange Unified School District Board of Education:

/s/ Sandy Englander
Sandy Englander, President

September 14, 1989

For the Orange Unified Education Association:

Hazel Stover
Hazel Stover, President

September 14, 1989
APPENDIX A

Recognition Agreement Adopted by the Board of Education

WHEREAS: Section 3540, et seq., of the Government Code, Title I, Division 4, Chapter 10.7 (Rodda Act) provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and

WHEREAS: The Orange Unified Education Association, affiliated with the California Teachers Association and the National Education Association, has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the Rules and Regulations of the Public Employment Relations Board; and

WHEREAS: The Orange Unified Education Association agrees not to seek a clarification or amendment of the representation unit as set forth below:

THEREFORE, BE IT RESOLVED, that the Orange Unified School District Board of Education hereby grant exclusive recognition to Orange Unified Education Association for the employees in the representation unit which is comprised of the following positions:

All certificated personnel including:

Classroom Teachers
Special Education Teachers
Counselors
Media Specialists
Nurses
Itinerant Teachers, Adaptive P.E., Music Psychologists
Resource Teachers
Resource Specialists
Home and Hospital Teachers
E.S.L., Bilingual
Bilingual Resource Teachers
Summer School Teachers
Reading Resource Teacher
R.O.P.
Child Welfare and Attendance Counselors
PDP Resource
PDP Teacher Specialists
Part-time District Department Chairpersons
Work Experience Teacher
Science Facilitator

-96-
APPENDIX A – continued

Any new positions as created by the school district not qualifying for administrative salary schedule placement and excluding all other positions not designated, including, but not limited to:

Superintendent of Schools
Deputy Superintendent
Assistant Superintendents
Associate Superintendents
Directors
Administrators
Administrative Assistants
Principals
Assistant Principals
Director of Student Activities
Coordinators
Full-time District Department Chairpersons
Management Team – El Rancho Middle School
Management Team – Middle School
Program Specialist/Exceptional Pupil Services

Any new position created by School District qualifying for administrative salary placement.
## APPENDIX B1

**Entry Level Salary:** $22,098  
(BA, up to and including 29 semester hours)

### 1989/90 TEACHER/NURSE SALARY SCHEDULE

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185 Days of Service
APPENDIX B1

Entry Level Salary: $22,650
(BA, up to and including 29 semester hours)

1989/90 TEACHER/NURSE SALARY SCHEDULE
Effective 6/29/90 Retroactive to 7/1/89

MA + 30

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185 Days of Service
APPENDIX B2

1989/1990 MEDIA SPECIALISTS SALARY SCHEDULE

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200 Days of Service
1989/1990 MEDIA SPECIALISTS SALARY SCHEDULE
Effective 6/29/90 Retroactive to 7/1/89

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200 Days of Service
APPENDIX B3

1989/1990 COUNSELORS' SALARY SCHEDULE

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195 Days of Service
## APPENDIX B3

**1989/1990 COUNSELORS' SALARY SCHEDULE**
Effective 6/29/90 Retroactive to 7/1/89

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195 Days of Service
A. Extra Service Projects

Projects involving curriculum improvement, development of instructional materials and techniques and other similar activities provide extra service opportunities for certificated employees, or the opportunity to develop curriculum materials for the students. These extra service assignments must be recommended by the Superintendent or designee and approved by the Board of Education. Assignment to such approved subjects will be accompanied by remuneration in addition to the employee's regular salary to compensate for the added time and responsibility. The additional amount shall be paid outside the employee's regular contractual salary and in not more than quarterly installments.

Project proposals shall include the program to be developed within a given time frame. Any additional time must be approved by the Superintendent or designee.

Additional information regarding special project participation, recommendations for project topics, etc., may be obtained from the Division of Instruction.

B. Department Chairpersons

School Department Chairperson - Small Department: 0.0331 x Step 1A
School Department Chairperson - Large Department: 0.0734 x Step 1A
District Department Chairperson: 0.0899 x Step 1A

Definition of large and small school departments:

1. Small Department is defined at the secondary level as being those departments with 4 to 11 sections.
2. Large Department is defined at the secondary level as those departments having 12 sections or more.

Secondary schools are comprised of middle and high schools.

The following District departments are recognized:

Art Business Driver Education
Fine Arts Industrial Arts Bi-lingual
Drama PE/Athletics Music-Instrumental
Foreign Language Music-Vocal Home Economics
Parkside Independent Study
The following school departments are recognized:

Language Arts  Mathematics  Science
Social Science  Fine Arts  Practical Arts
Honors  P.E.  Special Education
Counseling  Foreign Language  Reading

C.  Certificated Salary Rates - Hourly

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<th>7/1/89</th>
<th>6/29/90</th>
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<tbody>
<tr>
<td>Home &amp; Hospital Teaching</td>
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<td>19.72</td>
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<tr>
<td>Summer School Teaching/Saturday School</td>
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<td>19.72</td>
</tr>
<tr>
<td>Work Experience (Additional Duty Time)</td>
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<td>Detention</td>
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<td>Driver Training (Misc. Hourly Rate)</td>
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<tr>
<td>Noon Supervision (45 minutes)</td>
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<td>11.74</td>
</tr>
<tr>
<td>Miscellaneous Hourly Rate</td>
<td>19.24</td>
<td>19.72</td>
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</table>

MILEAGE: Unit members will continue to be eligible for mileage reimbursement at the rate of twenty (20) cents per mile according to the established practices of the District for such reimbursement. In addition, reimbursement will be available for "Open House," "Back-to-School" and supervision duties which require a unit member to return to school in the evening and which are not compensated by listed stipends. Payment will be made upon the accumulation of a reimbursable amount in excess of ten dollars ($10.00). Amounts less than $10 shall be submitted at the end of the work year, with payment to be made following the work year.

D.  Athletics and Special Assignments

(Percentage of Basic Salary Schedule Step 1A)

Senior High School

Athletic Director (2) one each sex  11.22
Trainer (no coaching (2) - one each sex)  9.82
Floating Stipend*                  4.76

Senior High School Boys

Football
   Varsity  10.25
   Varsity Coordinator (3)  6.69

*May be used in any co-curricular area.
### D. Senior High School Boys (continued)

<table>
<thead>
<tr>
<th>Sport</th>
<th>Varsity</th>
<th>Varsity Assistant (2)</th>
<th>Sophomore</th>
<th>Sophomore Assistant (1)</th>
<th>Freshman</th>
<th>Freshman Assistant (2)</th>
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<td>6.06</td>
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<tr>
<td>Wrestling</td>
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<td></td>
<td></td>
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<tr>
<td>Cross Country</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Track &amp; Field</td>
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<td>8.47</td>
<td></td>
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<tr>
<td>Tennis</td>
<td></td>
<td>6.43</td>
<td></td>
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<tr>
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</table>

***Volleyball

**Subject to school/community funding - no District funds**

-106-
D. Senior High School Boys (continued)

***Golf
   Varsity 6.18

Senior High School Girls

Cross Country
   Varsity 6.34

Volleyball
   Varsity 6.10
   Junior Varsity 4.83
   Sophomore/Freshman 4.83

Tennis
   Varsity 6.43
   Junior Varsity Assistant 5.36

Field Hockey/Soccer
   Varsity 6.68
   Junior Varsity Assistant 5.51

Basketball
   Varsity 8.35
   Junior Varsity 5.83
   Sophomore/Freshman 5.24

Track & Field
   Varsity 8.47
   Varsity Assistant 5.51
   Sophomore/Freshman 5.23

Softball
   Varsity 7.71
   Junior Varsity 5.45
   Sophomore/Freshman 5.23

Swimming & Diving
   Varsity 7.39
   Varsity Assistant 5.08

E. Senior High School Miscellaneous Assignments

Drill Team Director 6.72
Dance Director 5.17
   Assistant (one assistant for either 3.21
      Drill, Dance or Music to be
determined by Principal)

***Subject to school/community funding - no District funds
E. Senior High School Miscellaneous Assignments—continued

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Stipend</th>
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<tbody>
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<td>Cheerleader Advisor</td>
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<tr>
<td>Music</td>
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<tr>
<td>Vocal Music</td>
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<td>Instrumental</td>
<td>7.97</td>
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<tr>
<td>Drama</td>
<td>6.90</td>
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<tr>
<td>Speech (forensic)</td>
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<tr>
<td>Journalism</td>
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<td>Yearbook</td>
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<td>Class Advisor (1 per class/4 per school)</td>
<td>3.42</td>
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<tr>
<td>Academic Competition Director</td>
<td>7.08</td>
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<tr>
<td>Mock Trial Advisor</td>
<td>3.20</td>
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</table>

F. Ten percent (10%) of the season stipend, according to the above schedules, will be paid to varsity high school head coach and varsity assistant(s) for each week the coaches' team(s) remain in the C.I.F. playoffs. This provision applies to the following sports: football, basketball, baseball, water polo, volleyball, soccer, field hockey and softball. In addition, when football participates in CIF competition, the Band Director will receive 10% additional stipend for each week of competition.

For the activities of cross country, track, tennis, swimming and diving, wrestling and badminton — ten percent (10%) of the season stipend will be paid to the head coaches for each week that a coach's athletes are in competition in C.I.F./Ss Prelims, Finals, State Qualifying and the State Final Meet. Ten percent (10%) of the season stipend will be paid to one assistant coach when nine or more athletes have qualified for and are actively participating in post-season competition in C.I.F./Ss Prelims, Finals, State Qualifying and the State Final Meets.

G. Middle School Athletics and Miscellaneous Assignments

<table>
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<td>School Sports Coordinator</td>
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<tr>
<td>Boys ($532 per quarter/season</td>
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<td>of sport)</td>
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</tr>
<tr>
<td>Girls ($532 per quarter/season</td>
<td>0.0953</td>
</tr>
<tr>
<td>of sport)</td>
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<tr>
<td>Sports Assistant (1 per quarter/</td>
<td>.119</td>
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<tr>
<td>season of sport per school)</td>
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NOTE: Additional Stipend per season of sport available on a school-by-school basis for large student population. (Approved by Assistant Superintendent Secondary)
G. Middle School School Miscellaneous Assignments - continued

Vocal Music 4.34
Instrumental Music 4.34
Journalism 2.69
Drama 3.80
Memory Book Advisor 3.48

H. Elementary Schools

Unit members participating in the District's Outdoor Education Program shall receive a stipend of .0085% of Step 1A.
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<tbody>
<tr>
<td>1</td>
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<td>NA</td>
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<td>4</td>
<td>10/31-1/2, 2/28-5/31</td>
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<td></td>
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<td>NA</td>
<td>2620</td>
<td>NA</td>
<td>4</td>
<td>10/31-1/2, 2/28-5/31</td>
<td>11.22</td>
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<tr>
<td>3</td>
<td>Trainer (Boys)</td>
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<td>8/29/90 - 6/14/91</td>
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<td>2293</td>
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<td>2293</td>
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<td>5</td>
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<td>1562</td>
<td>130</td>
<td>1</td>
<td>11/30/90</td>
<td>6.69</td>
</tr>
</tbody>
</table>

* Reflects June 29, 1990 Salary Schedule

Certificated - Paid last day of the month
Classified - Paid 10th of the month

Caught in the net of time, we seek the rhythm of work, where each day
is a measure of how far we've come.

---

Senior High School
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*** Subject to total school/community funding. No distr' funds to be expended.
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*** Subject to total school/community funding. No district funds to be expended.
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<td>887</td>
<td>2</td>
<td>1/31-5/31</td>
</tr>
<tr>
<td>9</td>
<td>Memory Book</td>
<td></td>
<td></td>
<td></td>
<td>Sept.</td>
<td>June</td>
<td>NA</td>
<td>813</td>
<td>2</td>
<td>1/31-5/31</td>
</tr>
<tr>
<td>10</td>
<td>Instrumental Music</td>
<td></td>
<td></td>
<td></td>
<td>Sept.</td>
<td>June</td>
<td>NA</td>
<td>1013</td>
<td>2</td>
<td>1/31-5/31</td>
</tr>
<tr>
<td>11</td>
<td>Vocal Music</td>
<td></td>
<td></td>
<td></td>
<td>Sept.</td>
<td>June</td>
<td>NA</td>
<td>1013</td>
<td>2</td>
<td>1/31-5/31</td>
</tr>
</tbody>
</table>
1989/90 PSYCHOLOGIST SALARY SCHEDULE

<table>
<thead>
<tr>
<th>STEP</th>
<th>COLUMN 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$37,574</td>
</tr>
<tr>
<td>2</td>
<td>39,555</td>
</tr>
<tr>
<td>3</td>
<td>41,331</td>
</tr>
<tr>
<td>4</td>
<td>43,210</td>
</tr>
<tr>
<td>5</td>
<td>45,089</td>
</tr>
<tr>
<td>6</td>
<td>46,968</td>
</tr>
<tr>
<td>7</td>
<td>48,846</td>
</tr>
<tr>
<td>8</td>
<td>50,725</td>
</tr>
<tr>
<td>9</td>
<td>52,604</td>
</tr>
</tbody>
</table>

200 Days of Service
APPENDIX B5

1989/90 PSYCHOLOGIST SALARY SCHEDULE
Effective 6/29/90 Retroactive to 7/1/89

<table>
<thead>
<tr>
<th>STEP</th>
<th>COLUMN 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$38,513</td>
</tr>
<tr>
<td>2</td>
<td>40,543</td>
</tr>
<tr>
<td>3</td>
<td>42,364</td>
</tr>
<tr>
<td>4</td>
<td>44,290</td>
</tr>
<tr>
<td>5</td>
<td>46,216</td>
</tr>
<tr>
<td>6</td>
<td>48,142</td>
</tr>
<tr>
<td>7</td>
<td>50,067</td>
</tr>
<tr>
<td>8</td>
<td>51,993</td>
</tr>
<tr>
<td>9</td>
<td>53,919</td>
</tr>
</tbody>
</table>

200 Days of Service
APPENDIX B6

REGIONAL OCCUPATIONAL PROGRAM (R.O.P.)

1. R.O.P. members shall be employed on an hourly basis as set forth in the offer of certificated employment.

2. R.O.P. unit members who are contracted for twenty (20) hours or more per week shall receive the District's fringe benefit program as prescribed in Article 2.310 of this Agreement.

3. Full-time R.O.P. unit members (twenty (20) hours or more per week) shall be paid at their hourly rate for all R.O.P. teaching duties and for preparation time. All part-time R.O.P. unit members shall be paid at Step 1 of the approved R.O.P. salary schedule.

4. The salary schedule for R.O.P. unit members shall be as follows:

<table>
<thead>
<tr>
<th>STEP</th>
<th>COLUMN 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$19.24 per hour</td>
</tr>
<tr>
<td>2</td>
<td>$20.18 per hour</td>
</tr>
<tr>
<td>3</td>
<td>$21.15 per hour</td>
</tr>
<tr>
<td>4</td>
<td>$22.20 per hour</td>
</tr>
</tbody>
</table>

(Effective 6/29/90 Retroactive to 7/1/89)

<table>
<thead>
<tr>
<th>STEP</th>
<th>COLUMN 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$19.72 per hour</td>
</tr>
<tr>
<td>2</td>
<td>$20.68 per hour</td>
</tr>
<tr>
<td>3</td>
<td>$21.66 per hour</td>
</tr>
<tr>
<td>4</td>
<td>$22.75 per hour</td>
</tr>
</tbody>
</table>

5. The summer semester rate of pay for R.O.P. unit members shall be equal to the rate of pay for the fall and spring semester.

6. The work day for R.O.P. unit members employed during the summer semester may be up to 4.5 hours per day. The work day may be lengthened by mutual agreement between the unit member and the R.O.P. administrator.

7. The District reserves the right to establish the hours of instruction and related duties based upon the needs of the R.O.P. programs. R.O.P. unit members shall not be assigned more than eight (8) hours per day.

8. The District will make a good faith effort to schedule classes in consecutive blocks of time.
9. Opportunities for additional instructional hours shall first be offered to qualified current R.O.P. unit members up to a maximum of eight (8) hours per day.

10. R.O.P. unit members must submit a request for personal leave pursuant to Article 3.2032 of this Agreement if the unit member wishes to not accept an offer of employment during any part of the twelve-month year.

11. Accumulation and use of sick days for hourly R.O.P. unit members shall be in accordance with the provisions of this Agreement (Appendix I).

12. The parties agree that all extra duty assignments such as curriculum development, etc., will be advertised per existing District procedures. Applicants will be screened for the position and selected by the District.

13. R.O.P. unit members shall receive the assistance of an instructional aide during periods in which class attendance exceeds thirty (30) students. Class sizes shall be in accordance with Section 10091(b) of Article 5 of the California Administrative Code.

14. R.O.P. unit members shall have at least a thirty-minute duty-free lunch.

15. Non-regular teachers who are hired to replace permanent teachers who have been granted a Leave of Absence shall be assigned additional time by mutual agreement of the R.O.P. administrator and the unit members.

16. Unit members teaching multiple sections of the same class will receive preparation time as shown for one class.

17. Part-time unit members will receive a pro-rated amount of preparation time based upon the ratio of their assignment to an eight-hour position.

18. R.O.P. unit members teaching in more than one program shall receive the highest amount of preparation time as shown in $19 below plus one-half of the lowest amount of preparation time for the second class.

19. R.O.P. unit members shall receive preparation time per semester for each program as follows:

<table>
<thead>
<tr>
<th>Program</th>
<th>Preparation Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Care</td>
<td>14.4 hours</td>
</tr>
<tr>
<td>Auto Careers</td>
<td>39.2 hours</td>
</tr>
<tr>
<td>Banking/Financial Occupations</td>
<td>32.4 hours</td>
</tr>
</tbody>
</table>
APPENDIX B6 - continued

<table>
<thead>
<tr>
<th>Program</th>
<th>Preparation Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier/Checker</td>
<td>36.0 hours</td>
</tr>
<tr>
<td>Careers w/Children</td>
<td>25.6 hours</td>
</tr>
<tr>
<td>Computer Applications</td>
<td>28.0 hours</td>
</tr>
<tr>
<td>Computer Repair</td>
<td>12.4 hours</td>
</tr>
<tr>
<td>Construction Technology</td>
<td>22.0 hours</td>
</tr>
<tr>
<td>CVE</td>
<td>21.6 hours</td>
</tr>
<tr>
<td>Fashion Careers</td>
<td>16.8 hours</td>
</tr>
<tr>
<td>Fashion Display</td>
<td>29.2 hours</td>
</tr>
<tr>
<td>Fashion Merchandising</td>
<td>36.0 hours</td>
</tr>
<tr>
<td>Floral Design</td>
<td>26.0 hours</td>
</tr>
<tr>
<td>Home Health Care</td>
<td>17.2 hours</td>
</tr>
<tr>
<td>Hospital Occupations</td>
<td>28.0 hours</td>
</tr>
<tr>
<td>Landscape/Nursery</td>
<td>18.8 hours</td>
</tr>
<tr>
<td>Machine Tool</td>
<td>68.4 hours</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>74.0 hours</td>
</tr>
<tr>
<td>Medical Clerical</td>
<td>33.6 hours</td>
</tr>
<tr>
<td>Medical Insurance Billing</td>
<td>17.6 hours</td>
</tr>
<tr>
<td>Merchandising</td>
<td>36.0 hours</td>
</tr>
<tr>
<td>Nurse Assistant/Acute</td>
<td>30.0 hours</td>
</tr>
<tr>
<td>Nurse Assistant/Convalescent</td>
<td>30.0 hours</td>
</tr>
<tr>
<td>Practical Office Skills</td>
<td>25.6 hours</td>
</tr>
<tr>
<td>Security Alarm Installation</td>
<td>56.4 hours</td>
</tr>
<tr>
<td>Truck Driving</td>
<td>21.6 hours</td>
</tr>
<tr>
<td>Word Processing</td>
<td>29.2 hours</td>
</tr>
</tbody>
</table>

20. The parties agree to meet and negotiate the starting date of ROP programs and such other items and conditions as needed at least 120 days prior to the starting date of each ROP session.
APPENDIX C

Section 1: Salary Schedule Placement – Approval of Graduate Credit for Columnar Salary Advancement

A. Only official college transcripts indicating a grade of "C" or higher will be accepted for salary advancement purposes. An official transcript is one that bears the official seal of the college and/or the original signature of the registrar or deputy. However, if the transcript may be delayed, a letter or document, signed by an appropriate college/university official and including the official college seal, which indicates course completion and/or which indicates the completion of course work towards the conferring of a degree, shall be accepted in lieu of a college transcript. When the transcript or appropriate document has been received by the Personnel Division and recorded, a receipt shall be sent to the unit member.

B. Unit members shall keep their records current by submitting an official transcript as soon as a column change is anticipated.

C. Unit members with any questions regarding these regulations are encouraged to contact the Personnel Division Office.

CREDENTIAL REQUIREMENTS

Certificated staff members must hold a valid California credential appropriate for their assignment.

Section 2: COLUMNAR REQUIREMENTS

Entry Level

Entry Level Salary: Including the Bachelor's Degree, but less than the minimum requirements for "Column A", listed below.

Column A

Including 30 semester units taken after the Bachelor's Degree completion or Master's Degree or Vocational credential or clear (Standard) credential. Unit members covered by the agreement (Appendix C1) between the Association and the District dated November 12, 1985, shall be placed on this Column in accordance with that agreement (Appendix C1).

Column B

Including 45 semester units taken after the Bachelor's Degree completion or Master's Degree plus 15 semester units after the Master's.
APPENDIX C - continued

Column C Including 75 semester units taken after the Bachelor's Degree completion or 60 semester units after the Bachelor's Degree including a Master's Degree or Master's Degree plus 30 semester units taken after the Master's.

NOTE: In order to advance to Column C without a Master's Degree, units must conform with Board Approved Guidelines - Section 4 - M.

Column D Including 75 semester units taken after the Bachelor's Degree including a Master's Degree or Master's Degree plus 45 semester units taken after the Master's.

Section 3: Crediting of Previous Experience

Only previous K-12 contractual experience, with a regular teaching credential, for at least 75% of a school year will be considered in items A and B below. Experience as an intern will not be considered for purposes of this Article.

A. Unit members new to the District will be allowed one step for each year of teaching experience completed after having received the BA degree. Maximum ten (10) years experience allowed for those employees hired on or after July 1, 1986, the maximum salary step for new unit members to the District shall be Step 11. No service credit shall be given for unit members who only qualify for the "Entry Level Salary."

B. Unit members new to the District will be allowed one step for each two (2) years of teaching experience completed before having received a BA degree. Maximum twenty (20) years experience allowed, maximum for new teachers to the District is Step 11. No service credit shall be given for unit members who only qualify for the "Entry Level Salary."

Section 4: Salary Schedule Placement/College Training

The following guidelines will be used in crediting salary schedule column advancement.

A. Unit members qualifying for the "Entry Level Salary" shall remain at this level until they meet the minimum requirements for placement on any other salary column (A-D). Upon verification of documentation qualifying unit members for placement upon any other salary column (A-D), the unit member shall then be placed upon the appropriate step on that salary column in accordance with his/her length of service.
Section 4: Salary Schedule Placement/College Training (continued)

B. Unit members placed on "Column A" of the Salary Schedules by the agreement (Appendix C1) between the Association and the District shall advance on the schedule in accordance with that agreement (Appendix C1).

C. In order to make columnar advancement, unit members must complete and submit, on an official district form, written notification of intent to change column.

D. All college credits which will qualify a unit member for a new salary placement must be verified by official college transcripts in order to justify a contract revision. Salary revision shall be effective the first of the month following district approval (as stipulated by this Article) of the necessary credits for column advancement.

E. The unit requirement for each salary column is stated in semester hours of credit; quarter hour credits can be converted into semester hours by multiplying by 2/3.

F. For salary schedule purposes, only semester units earned after the completion of the Bachelor's Degree shall be considered.

G. Credit will not be granted for any course for which less than a "C" grade is earned.

H. Unit members shall not enroll in courses which conflict with the work day.

I. A major teaching field is considered to be 36 semester hours (12 of which must be upper division or graduate), a minor teaching field is considered to be 20 semester hours (8 of which must be upper division or graduate).

J. Upper division or graduate courses that shall be credited:

1. A subject directly related to the assignment.

2. A subject directly related to a unit member's major or minor.

3. A subject directly related to an advanced degree in professional education or a teaching assignment.
APPENDIX C - continued

Section 4: Salary Schedule Placement/College Training (continued)

4. A subject required for a California credential.

5. For unit members in a self-contained classroom program; a subject commonly taught in the elementary school.

6. For unit members in a departmentalized classroom program; courses in an additional major or minor (See K-4 following).

K. Lower Division or graduate courses that shall be credited:

1. Courses required by a California credential, evaluation, or renewal.

2. Courses required by an advanced degree related to the teaching assignment.

3. A course, not previously taken, that is offered by a teacher training institution and which is directly related to the teaching assignment.

4. Courses required as a foundation for the acquiring of an additional teaching assignment major or minor (such courses will be credited when the full minor requirement has been met).

L. Repeat credit may be granted for a course taken at a teacher training institution in which the content field has recently undergone substantial change or, in the case of a course originally taken many years ago, an updating of study is desirable.

M. Course work started after June 15, 1978, for units beyond 45, must be upper division or graduate level courses that have had prior approval of the Board of Education or their designee, and must conform to the following guidelines:

1. Units shall be taken in an accredited four-year teacher-training institution.

2. Units shall be taken in a subject directly related to the teaching assignment.

3. Units shall be taken in a subject directly related to a person's major or minor.
Section 4: Salary Schedule Placement/College Training (continued)

4. Units may be considered in a subject directly related to an advanced degree in professional education.

5. Units shall be taken in a subject directly related to an additional credential authorized by the California Commission on Teacher Preparation and Licensing.

6. Units may be taken in a Board authorized, District sponsored, professional activity. Credit equivalent will be adopted at the time of such Board action.

7. When course work which is taken for credit over the period of a weekend has been cancelled or modified after the unit member has arrived on site, the unit member may take alternative course work and assume the risk of not receiving approval. However, such unit member may, thereafter, seek approval if such work fits the above criteria.

Section 5: Service Advancement

After initial placement on appropriate salary schedule the unit member shall advance one (1) step for each year of service in which he/she was paid contractual status for at least 75% of the school year, except as outlined in Section 2, Section 3A, 3B, Section 4A, 4B, of this Appendix and Appendix Cl.

Section 6: Methods of Salary Payment for Certificated Personnel

The following guidelines will be observed in the payment of salary warrants:

A. Unit members shall have the option of receiving salary warrants on either a ten-month or twelve-month basis pursuant to the following:

1. Unit members opting the ten-month payment shall have the contractual salary paid in ten (10) equal installments.
Methods of Salary Payment for Certificated Personnel (continued)

2. Unit members opting twelve-month shall have one-sixth (1/6) of the contractual salary deducted during the first ten (10) months of the contractual year. The withheld amount shall be paid in two (2) equal installments during the summer following the contractual year - August 1 and September 1. All deductions shall be made during the ten-month period. Method of payment may be changed only at the time stipulated in paragraph "3" (three) below.

3. Unit members opting the twelve-month payment shall notify the Personnel Division the preceding year on the form provided.

B. Unit members working between two hundred (200) and two hundred nineteen (219) days per school year, shall have their annual salaries paid in eleven (11) monthly payments beginning with September of any school year unless the twelve-month payment is opted by the unit member.

C. Unit members working two hundred twenty (220) days or more per school year shall have their salary paid in twelve (12) payments beginning with August of any school year.

D. All annual voluntary deductions shall be made in ten (10) equal installments for unit members working a regular teacher calendar. The number of such voluntary installments shall depend on the effective date the payroll deduction authorization is executed.

E. In the event that a unit member is misplaced on the salary schedule, immediate adjustment shall be made. In no case shall salary adjustment be made for years beyond the year in which the misplacement was discovered, except that a unit member may receive salary adjustment for prior years should the adjudication of a grievance determine that a prior payment adjustment is warranted.
ORANGE UNIFIED SCHOOL DISTRICT  
(Certificated and Leadership Trust)  

Comparison of Benefits Effective October 1, 1989  

The following is not a contract but outlines the major features of the available plans to aid you in selecting the plan which best suits your family's needs. Read the provider material carefully for a more complete explanation of benefits, limitations and exclusions before making your decision.

<table>
<thead>
<tr>
<th>In-Hospital Benefits:</th>
<th>CNA</th>
<th>Family Health Plan (HMO)</th>
<th>Health Net (HMO)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(May select any licensed physician or hospital)</td>
<td>(Must use FHP provider physician and hospitals)</td>
<td>(Must use Health Net provider physicians or hospitals)</td>
</tr>
<tr>
<td>Room/Board</td>
<td>80% of semi-private or ICU*</td>
<td>Full payment of semi-private or ICU</td>
<td>Full payment of semi-private or ICU</td>
</tr>
<tr>
<td>Miscellaneous Charges</td>
<td>Paid at 80%*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Blood/Plasma</td>
<td>Paid at 80%*</td>
<td>No charge if replaced</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Maternity</td>
<td>Paid at 80%*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Psychiatric</td>
<td>Paid at 80% Limit $10,000 per year*</td>
<td>Paid at 50% Maximum 30 days per year</td>
<td>Paid in full Maximum 30 days per year</td>
</tr>
<tr>
<td>Convalescent</td>
<td>Paid at 80%*</td>
<td>Paid in full Maximum 30 days</td>
<td>Paid in full Maximum 60 days per episode</td>
</tr>
<tr>
<td>Hospital (Skilled Nursing Facility)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Christian Science</td>
<td>See Brochure</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Doctors' Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surgeon/Assistant</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid if full</td>
</tr>
<tr>
<td>Surgeon/Anesth.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiotherapy</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Office Calls -</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>hospital/office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X-Ray/Laboratory</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>(out of hospital)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Psychiatric Care</td>
<td>50% to maximum payment of $20 per visit - 100 visits maximum per year</td>
<td>Paid in full Maximum 20 visits per year</td>
<td>Patient pays $30 per visit Maximum 20 visits per year</td>
</tr>
<tr>
<td>Routine Physical Exams</td>
<td>Not covered</td>
<td>Paid in full</td>
<td>Paid in full Exams for insurance, licensing, employment, school, camp, or non-preventive purposes not covered.</td>
</tr>
<tr>
<td>Obstetrics</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Other Charges</td>
<td>CNA</td>
<td>Family Health Plan (HMO)</td>
<td>Health Net (HMO)</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------</td>
<td>---------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Private Nurse/RN Home</td>
<td>See Hospice &amp; Home Care</td>
<td>Not covered</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Physiotherapy</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Therapeutic Equipment</td>
<td>Paid at 80% of UCR*</td>
<td>Not covered</td>
<td>Corrective appliances not covered. Durable medical equipment covered.</td>
</tr>
<tr>
<td>Ambulance</td>
<td>Paid at 80% ($300 maximum)</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Well-Baby Care</td>
<td>$50 maximum - within 12 months following birth</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Contraceptives (+ IUD)</td>
<td>Not covered</td>
<td>Paid in full</td>
<td>Paid in full Devices not covered</td>
</tr>
<tr>
<td>Infertility Services</td>
<td>Not covered</td>
<td>Covered at 50% of cost</td>
<td>50% of covered costs</td>
</tr>
<tr>
<td>Vasectomy</td>
<td>Paid at 80% of UCR*</td>
<td>Covered at 50% of cost</td>
<td>$50 charge</td>
</tr>
<tr>
<td>Tubal Ligation</td>
<td>Paid at 80% of UCR*</td>
<td>Covered at 50% of cost</td>
<td>$150 charge</td>
</tr>
<tr>
<td>Abortion: Elective Therapeutic</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Prescriptions</td>
<td>$5 charge per prescription for brand-name drugs</td>
<td>Paid in full</td>
<td>$5 charge per prescription for brand-name drugs.</td>
</tr>
<tr>
<td></td>
<td>$3 charge per prescription for generic drugs*</td>
<td>Paid in full</td>
<td>$3 charge per prescription for generic drugs</td>
</tr>
<tr>
<td>Immunizations</td>
<td>Not covered</td>
<td>Paid in full</td>
<td>Paid In full</td>
</tr>
<tr>
<td>Allergy Tests</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Serum Plus Medication</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Serum not covered - administration is covered</td>
</tr>
<tr>
<td>Injectables</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Drug/Alcohol Abuse</td>
<td>Paid at 80% of UCR*</td>
<td>Paid in full</td>
<td>Paid in full for acute care/ rehabilitation limited to 30 days per year.</td>
</tr>
<tr>
<td>Home Health Care</td>
<td>See brochure</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
</tbody>
</table>

-122-
<table>
<thead>
<tr>
<th>Service</th>
<th>CNA</th>
<th>Family Health Plan (HMO)</th>
<th>Health Net (HMO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hearing Exams (Routine)</td>
<td>Not covered</td>
<td>Paid in full (no appliances)</td>
<td>Paid in full - including hearing aids</td>
</tr>
<tr>
<td>Podiatric</td>
<td>Paid at 80% of UCR* except for specified routine procedures</td>
<td>Paid in full</td>
<td>Paid in full - if authorized by primary care physician</td>
</tr>
<tr>
<td>Chiropractic</td>
<td>Paid at 80% of UCR*</td>
<td>Not covered</td>
<td>Paid in full - if authorized by primary care physician</td>
</tr>
<tr>
<td>Emergency In- and Out-of-Area</td>
<td>Regular plan coverage*</td>
<td>100% coverage with authorization and 24-hour notification</td>
<td>Regular plan coverage except In-Area Services subject to a $35 Hospital Emergency Room copayment. Health Net must be notified within 48 hours following an In-Area or Out-of-Area Emergency.</td>
</tr>
<tr>
<td>Diagnostic Hospitalization</td>
<td>Regular plan coverage if medically necessary</td>
<td>Paid in full</td>
<td>Paid in full</td>
</tr>
<tr>
<td>Supplemental Accident Coverage</td>
<td>First $500 covered at 100% with no deductible. Excess covered at 80% after deductible to $3,000. 100% over $3,000.</td>
<td>Accidents paid per emergency benefits outlined above.</td>
<td>Accidents paid per emergency benefits outlined above.</td>
</tr>
</tbody>
</table>

* CNA Major Medical Plan

**Deductible:** The first $150 of covered medical expenses are paid by the member each calendar year ($450 maximum in deductibles per family).

**Co-Payment:** After the deductible has been satisfied, CNA pays 80% of the eligible expenses until $3,000 of eligible expenses have been reached in a calendar year. Once $3,000 of eligible expenses have been incurred, CNA pays 100%. (Psychiatric out-patient always remains at 50%; psychiatric treatment is not subject to the stoploss.)

**Maximum out of pocket $750.**

**Maximum:** $1,300,000 Lifetime

**Cost Containment:** CNA Plan is subject to cost containment procedures (as outlined on page 5).

**UCR** Usual, Customary and Reasonable
## APPENDIX D

### Dental:

<table>
<thead>
<tr>
<th></th>
<th>CNA</th>
<th>Family Health Plan (HMO)</th>
<th>Dental Net (HMO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Dentistry</td>
<td>$60 per person</td>
<td>No deductible</td>
<td>No deductible</td>
</tr>
<tr>
<td>Deductible</td>
<td>$180 per family</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum</td>
<td>$1,000 per calendar year</td>
<td>No maximum</td>
<td>No maximum</td>
</tr>
<tr>
<td>Diagnostic</td>
<td>Paid at 100%</td>
<td>Paid in full, except 60% for bridges, dentures and crowns - 1st year*</td>
<td>Refer to brochure for schedule of charges</td>
</tr>
<tr>
<td>Prosthetics</td>
<td>Paid at 50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Paid at 80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missed Appointments</td>
<td>Depends on the dentist</td>
<td>$10 charge</td>
<td>Depends on the dentist</td>
</tr>
<tr>
<td>Emergency Out-of-Area</td>
<td>Reg plan benefits</td>
<td>Plan pays up to $50</td>
<td>Plan pays up to $50</td>
</tr>
</tbody>
</table>

### Orthodontics:

<table>
<thead>
<tr>
<th></th>
<th>$60 per person ($180 per family) combined with regular dentistry</th>
<th>No deductible</th>
<th>No deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum</td>
<td>$1,000 per 12 month period</td>
<td>$500 lifetime</td>
<td>No maximum 24 months per treatment</td>
</tr>
<tr>
<td>Co-Payment</td>
<td>50%</td>
<td>Paid at 60%</td>
<td>$265 charge per partial $550 charge per full (plus up to $200 for x-rays, etc.)</td>
</tr>
</tbody>
</table>

* 100% coverage in second and following years if prescribed treatment is completed during first year of coverage. Benefit reverts back to 60% if you fail to visit the dentist and have the prescribed treatment completed each year.

### Vision:

<table>
<thead>
<tr>
<th></th>
<th>Vision Service Plan</th>
<th>Vision Service Plan</th>
<th>Vision Service Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>$15 per person</td>
<td>$15 per person</td>
<td>$15 per person</td>
</tr>
<tr>
<td>Eye Refractions</td>
<td>Paid in full once every 12 months</td>
<td>Paid in full once every 12 months</td>
<td>Paid in full once every 12 months</td>
</tr>
<tr>
<td>Lenses</td>
<td>Paid in full once every 12 months</td>
<td>Paid in full once every 12 months</td>
<td>Paid in full once every 12 months</td>
</tr>
<tr>
<td>Standard Frames</td>
<td>Paid in full once every 24 months</td>
<td>Paid in full once every 24 months</td>
<td>Paid in full once every 24 months</td>
</tr>
</tbody>
</table>

**Cosmetic Contact Lenses:**

<table>
<thead>
<tr>
<th></th>
<th>$50 deductible</th>
<th>$50 deductible</th>
<th>$50 deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Contact Lenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soft Contact Lenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bifocal Contact Lenses</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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CNA COST CONTAINMENT:

1. **Hospital Contracting Program** You must use a contract hospital in order to receive full plan benefits. Effective October 1, 1989 use of a non-contract hospital will result in a separate deductible of $500 per hospital confinement. Failure to obtain hospital pre-admission review will result in an additional deductible of $200 per hospital admission, as outlined below.

2. **Pre-Admission Review (Includes Concurrent Review)** Most hospital admissions are planned in advance and the condition is not immediately life-threatening or an emergency. Pre-Admission Review means that when your doctor suggests a scheduled hospital stay for you and your eligible dependents, you or your physician must notify CNA either by telephone or by a preadmission form. (If this procedure is not utilized a $200 sanction will be applied to the bill.) Concurrent Review is performed after you are admitted to the hospital. It is designed to make sure that each day you spend in the hospital is medically necessary. CNA works with your physician and hospital to determine whether the discharge will be as planned or if continued hospitalization is necessary.

Utilization Review and how it affects your Benefits If you or your eligible dependents fail to obtain Hospitalization Review for scheduled admissions, you will be subject to a $200 sanction. In other words, in addition to current plan deductibles and copayments, you would be subject to an additional $200 out-of-pocket expense.

3. **Mandatory Second Opinion Surgery** For certain types of surgery the opinion of two physicians is required. The final decision to proceed with covered surgery rests with you and your physician. You may choose to follow either of the opinions, should they differ. When you obtain a second surgical opinion for the following procedures, the Plan will pay 100% of the usual, customary and reasonable expenses for physician and related tests required. Cataract extraction with or without artificial lens implant, cholecystectomy, coronary artery bypass surgery, hysterectomy, laminectomy, radical mastectomy, surgery for treatment of morbid obesity, tonsillectomy and adenoidectomy, and transurethral resection prostate. In the event a second opinion is not obtained for the procedures listed above, the Plan will only pay 50% of its usual reimbursement for surgical charges.

4. **Mandatory Ambulatory Surgery** Many medical and surgical procedures which once required overnight hospitalization now can be performed just as safely in the hospital outpatient department or in the physician's office. Unless medical conditions require hospitalization, these procedures must be performed on an ambulatory basis to be covered by the Plan. (See brochure for details.) In the event the surgeries listed above are performed on an Inpatient basis rather than an outpatient basis, the Plan will deduct from the charges the average room and board charges of Orange County hospitals.

5. **Hospice/Home Health Care/Private Nurse** Hospice Care is designed to provide supportive care to eligible Plan members and dependents who have been diagnosed in the latter stages of a terminal illness. The emphasis of Hospice Care is on controlling the symptoms of illness (controlling pain, for example) and not on curative treatment. Home Health Care shall be provided to eligible Plan members and dependents who are home-bound and would otherwise require hospitalization. Benefits will be provided only for the services of an approved Home Health Care Agency or Hospice Agency, ordered by an attending physician, and included in a written treatment plan approved by CNA. Home Health Care services must be medically necessary for the care and treatment of the illness or injury and not for custodial care. Benefits shall be subject to a maximum of $10,000 per person per calendar year, and shall be provided in full for approved services, subject to any applicable deductible and co-payments.

6. **Prescription Drug Benefits:** Reimbursement under the PAID Prescription drug program for each covered prescription drug will be subject to a $5 deductible for each brand-name drug dispensed and a $3 deductible if a prescription is filled with a generic drug.

Generic drugs are equal to brand-name drugs in chemical composition and active ingredients, however, because of patent laws, generic drugs are identified by their chemical name. Generic drugs have the same effect on the body and meet the same Federal government standards as their brand-name equivalents, but they are less expensive.

If you insist that you would rather have a brand-name drug, your deductible will be $5 per prescription. If there is no generic substitute available, the PAID Prescription pharmacies will dispense a covered brand-name drug and charge you only the $3 deductible.
APPENDIX D

DISTRICT PAID LIFE INSURANCE

Your contract with the School District provides the following Group Life Insurance Benefits for eligible employees, without cost to you. A 20% Bonus Benefit is included in the below listed Basic Life Schedules for active employees for the year ending 9-1-87.

<table>
<thead>
<tr>
<th>Increased Basic Amount Life Insurance</th>
<th>Plus: Accidental Death Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 25</td>
<td>$ 99,840</td>
</tr>
<tr>
<td>25-29</td>
<td>$50,000</td>
</tr>
<tr>
<td>30-34</td>
<td>87,360</td>
</tr>
<tr>
<td>35-39</td>
<td>74,880</td>
</tr>
<tr>
<td>40-44</td>
<td>64,272</td>
</tr>
<tr>
<td>45-49</td>
<td>51,168</td>
</tr>
<tr>
<td>50-54</td>
<td>42,640</td>
</tr>
<tr>
<td>55-59</td>
<td>38,376</td>
</tr>
<tr>
<td>60-64</td>
<td>24,960</td>
</tr>
<tr>
<td>65-69</td>
<td>19,968</td>
</tr>
<tr>
<td>70 and over</td>
<td>16,848</td>
</tr>
<tr>
<td></td>
<td>10,320</td>
</tr>
<tr>
<td></td>
<td>6,240</td>
</tr>
</tbody>
</table>

**BENEFIT PACKAGE FOR YOUR FAMILY**

<table>
<thead>
<tr>
<th>Death</th>
<th>Basic Amount</th>
<th>Accidental</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse (no age limit)</td>
<td>$ 1,500</td>
<td>$ 1,500</td>
</tr>
<tr>
<td>Each dependent child: (age-under 6 mos.)</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Each dependent child: (6 months, but under 18 years)</td>
<td>1,500</td>
<td>1,500</td>
</tr>
</tbody>
</table>

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APPENDIX E1

Early Retirement

To be eligible for the early retirement incentive program a unit member of the Orange Unified School District must meet the following minimum requirements:

A. Have completed a minimum of ten (10) years of continuous satisfactory service to the District.

B. Must have attained the age of 55 prior to entering the program.

C. Must serve an agreed upon number of days per year, not to exceed thirty (30), at activities mutually agreed upon by the unit member and the District. Such activities, by definition, shall be in the best interest of the District.

D. Unit members opting to participate in this program must resign their position with the District and may not return to regular employment.

E. Unit members opting this program may terminate the program at the end of any school year within the range of the contract and/or with the written consent of the District.

Unit members approved for this program shall be eligible for the following benefits:

A. An annual contract for a period of five (5) years, or to age 65, whichever comes first. Unit members are eligible for only one such contract with the District.

B. District paid fringe benefit program, not including life insurance.

C. Compensation shall be predicated upon the unit member's daily rate at the time of resignation.
APPENDIX E2

Pre-retirement/Part-time Employment Plan

Unit members may engage in part-time employment with full pre-retirement benefits effective July 1, 1983, with applications to be received by March 1 of each year, subject to the conditions as set forth below:

A. The unit member must have reached the age of 55 to attain eligibility in the plan.

B. The unit member must have been employed full-time in a position requiring certification for at least 10 years, of which the immediately preceding five years were full-time employment, all in the District.

C. The option of part-time employment will be exercised at the request of the unit member, and the participation can be revoked only with the mutual consent of the employer and the unit member, except that such unit member shall be subject to layoff and dismissal according to the appropriate contractual and statutory provision.

D. The unit member shall be paid a salary which is the pro-rata share of the salary the unit member would be earning had the unit member not elected the option of part-time employment, and shall retain all other rights and benefits for which the unit member makes the payments that would be required if he remained in full-time employment.

E. District paid fringe benefit program, not including life insurance.

F. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required during the final year of service in a full-time position by the unit member.

G. A unit member may not participate in this retirement plan past the age of 65 years, or for more than five years, whichever comes first.

H. Once a unit member has elected to be on a part-time status, such unit member cannot return to full-time employment status, except by mutual agreement between the District and unit member, and may not thereafter return to part-time status.

I. Unit members on a part-time employment status will accrue seniority on the same pro-rata basis as their employment pro-rata.
APPENDIX E2 - continued

J. The final determination as to which unit member will participate in this program and the form of part-time employment rests within the sole discretion of the Board of Education.

K. The participation in this plan shall be limited to no more than a total of 5% of the total of the unit.
APPENDIX E3

EARLY RETIREMENT OPTION

30 YEARS AT AGE 50

1. The District in accordance with Education Code Section 24000 shall permit all unit members with 30 years of credited service to retire at age 50 or older and receive an annual allowance equal to 2 percent for each year of credited service.

2. If the unit member is age 50, but under age 55, the credited service allowance shall be reduced by one-quarter of 1 percent for each full month or fraction of a month which will elapse until the member would have reached age 55 and one-half of 1 percent for each full month or fraction between 55 and 60.
"GOLDEN HANDSHAKE" EARLY RETIREMENT INCENTIVE PROGRAM

OUEA and the District agree to implement the provisions of the "Golden Handshake" Early Retirement Incentive Program (A.B. 2223)*. This program provides up to two (2) years of additional service credit for eligible employees who retire before reaching age 60.

Eligibility

Employees must:

1. Retire before reaching age 60.

2. Have served 5 years in OUSD.

3. During period from February 8, 1990 through May 28, 1990, forward a letter to the Personnel Office giving notice of retirement (with last date of paid service no later than June 30, 1990) and requesting to participate in the "Golden Handshake" Program.

Benefit

The benefit provided by this Program is the additional service credit which increases each person's monthly State Teachers Retirement System (S.T.R.S.) benefit check.

* Subject to continued legislative action by the State.
APPENDIX F1

TRADITIONAL WORK CALENDAR 1989/1990

First Work Day (Thursday) ............... August 31, 1989
Labor Day (Monday) .................. Holiday ........ September 4, 1989
First Instructional Day (Tuesday) .......... September 5, 1989
End of First Quarter (Thursday) ............. November 9, 1989
Veteran's Day (Friday) .......... Holiday ........ November 10, 1989
Non-Instructional Day for Elementary
Students (Wednesday) .................. November 15, 1989
Thanksgiving Holiday
(Thursday/Friday) ........ Holiday ........ November 23-24, 1989
Winter Recess (Thursday) ................ December 21, 1989
First Work Day Following Winter
Recess (Wednesday) ................ January 3, 1990
Dr. Martin Luther King, Jr. Day
(Monday) ................ Holiday ........ January 15, 1990
End of Semester (Friday) ................ January 26, 1990
Non-Instructional Day for Secondary Students.
(Planning Day for Secondary Teachers)
Lincoln's Birthday (Monday) .......... Holiday ........ February 12, 1990
Washington's Birthday (Monday) .......... Holiday ........ February 19, 1990
End of Third Quarter (Friday) .......... April 6, 1990
Spring Recess ...................... April 9-13, 1990
Memorial Day (Monday) ........ Holiday ........ May 28, 1990
Last Instructional Day (Thursday) ........ June 14, 1990
Final Work Day (Friday) ................. June 15, 1990

Board Approved 4/27/89

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APPENDIX F2

YEAR-ROUND SCHOOL CALENDAR 1989/1990

First Work Day (Tuesday)..........................July 18, 1989
First Instructional Day (1st Quarter) (Thursday). July 20, 1989
Labor Day (Monday)........................ Holiday September 4, 1989
Elementary Dark Day (Friday)..........................September 15, 1989
End of First Quarter (Friday)..................September 22, 1989
Break 1 .................................. September 25 - October 13, 1989
First Instructional Day - 2nd Quarter (Monday). October 16, 1989
Veteran's Day (Friday).................. Holiday November 10, 1989
Thanksgiving Holiday
(Thursday/Friday) . Holiday November 22-24, 1989
End of First Semester (Secondary Dark Day) . December 15, 1989
Break 2 ..................................December 18, 1989 - January 5, 1990
First Instructional Day - 3rd Quarter (Monday) . January 8, 1990
Dr. Martin Luther King, Jr. Day
(Monday).................. Holiday January 15, 1990
Lincoln's Birthday (Monday). Holiday February 12, 1990
Washington's Birthday (Monday) .Holiday February 19, 1990
End of Third Quarter (Friday) ..................March 23, 1990
Break 3 ..................................March 26 - April 13, 1990
First Instructional Day - 4th Quarter (Monday) .April 16, 1990
Memorial Day (Monday).................. Holiday May 28, 1990
End of Second Semester (Thursday) ..................June 14, 1990
Final Work Day (Friday) .................. June 15, 1990

Board Approved 4/27/89
APPENDIX F-3

TRADITIONAL WORK CALENDAR 1990/1991

First Work Day (Wednesday) . . . . . . . . . . . . . . . . . . August 29, 1990
Labor Day (Monday) . . . . . . Holiday . . . . . . . . . . . . September 3, 1990
First Instructional Day (Tuesday) . . . . . . . . . . . . . . . . September 4, 1990
Staff Development/Non-Student Day (Monday) . . . . . . October 15, 1990
End of First Quarter (Thursday) (Minimum Day) . . . . . . November 8, 1990
Staff Development/Non-Student Day (Friday) . . . . . . . . . November 9, 1990
Veteran's Day (Monday) . . . Holiday . . . . . . . . . . . . November 12, 1990
Non-Instructional Day for Elementary Students (Wednesday). . . . November 14, 1990
Thanksgiving Holiday
(Thursday/Friday) . . . Holiday . . . . . . . . . . . . . . . . November 22-23, 1990
Winter Recess (Monday) . . . . . . . . . . . . . . . . . . . . . December 24, 1990
First Work Day Following Winter Recess (Monday) . . . . . . . January 7, 1991
Staff Development/Non-Student Day (Monday) . . . . . . . . January 14, 1991
Dr. Martin Luther King, Jr. Day
(Monday) . . . . . . . . . . Holiday . . . . . . . . . . . . . . January 21, 1991
End of Semester (Friday) . . . . . . . . . . . . . . . . . . . . . January 25, 1991
(Planning Day for Secondary Teachers)
Lincoln's Birthday (Monday) . . Holiday . . . . . . . . . . February 11, 1991*
Washington's Birthday (Monday) . . . . . . . . . . . . February 18, 1991
End of Third Quarter (Friday) (Minimum Day) . . . . . . March 29, 1991
Spring Recess . . . . . . . . . . . . . . . . . . . . . . . . . . . April 1-5, 1991
Staff Development/Non-Student Day (Monday) . . . . . . April 22, 1991
Memorial Day (Monday) . . . Holiday . . . . . . . . . . . . . May 27, 1991
Last Instructional Day (Friday) (Minimum Day) . . . . June 14, 1991
Final Work Day (Friday) . . . . . . . . . . . . . . . . . . . . June 14, 1991

*Subject to waiver approval

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APPENDIX F4

YEAR-ROUND SCHOOL CALENDAR 1990/1991

First Work Day (Wednesday) ......................... July 18, 1990
First Instructional Day--1st Quarter (Monday) ...... July 23, 1990
Labor Day (Monday) ................................. September 3, 1990
Elementary Dark Day (Friday) ....................... September 14, 1990
End of First Quarter (Friday) (Minimum Day) ...... September 21, 1990
Break 1 .............................................. September 24 - October 12, 1990
Staff Development/Non-Student Day (Monday) .... October 15, 1990
First Instructional Day--2nd Quarter (Tuesday) ... October 16, 1990
Staff Development/Non-Student Day (Friday) ....... November 9, 1990
Veteran's Day (Monday) .............................. November 12, 1990
Thanksgiving Holiday (Thursday/Friday) .......... November 22-23, 1990
End of First Semester ............................... December 21, 1990
Break 2 .............................................. December 24, 1990 - January 11, 1991
Staff Development/Non-Student Day (Monday) .... January 14, 1991
First Instructional Day--3rd Quarter (Tuesday) ... January 15, 1991
Dr. Martin Luther King, Jr. Day (Monday) ......... January 21, 1991
Lincoln's Birthday (Monday) .......................... February 11, 1991*
Washington's Birthday (Monday) ...................... February 18, 1991
End of Third Quarter (Friday) (Minimum Day) ...... March 22, 1991
Break 3 .............................................. March 25 - April 12, 1991
First Instructional Day--4th Quarter (Monday) ...... April 15, 1991
Staff Development/Non-Student Day (Monday) ...... April 22, 1991
Memorial Day (Monday) ............................... May 27, 1991
End of Second Semester (Friday) .................... June 14, 1991
Final Work Day (Friday) (Minimum Day) ............ June 14, 1991

*Subject to waiver approval.
APPENDIX F-5

TRADITIONAL WORK CALENDAR 1991/1992

First Work Day (Thursday) ............. August 29, 1991
First Instructional Day (Tuesday) .......... September 3, 1991
End of First Quarter (Friday) .......... November 8, 1991
Veteran's Day (Monday) ........ Holiday .......... November 11, 1991
Non-Instructional Day for Elementary Students (Wednesday) .......... November 13, 1991
Thanksgiving Holidays (Wed./Thurs./Fri.) .......... Holiday .......... November 27, 28, 29, 1991
Winter Recess (Friday) .......... December 20, 1991 January 3, 1992
First Work Day Following Winter Recess (Monday) .......... January 6, 1992
Dr. Martin Luther King, Jr. Day (Monday) .......... Holiday .......... January 20, 1992
End of Semester (Friday) .......... January 31, 1992
Lincoln's Birthday (Friday) ........ Holiday .......... February 14, 1992
President's Day .......... Holiday .......... February 17, 1992
Local Holiday (Washington's Birthday-Friday) .......... February 21, 1992
End of Third Quarter (Thursday) .......... April 9, 1992
Local Holiday (Friday) .......... Holiday .......... April 10, 1992
Spring Recess .......... April 13-17, 1992
Memorial Day (Monday) .......... Holiday .......... May 25, 1992
Last Instructional Day (Thursday) .......... June 18, 1992
Final Work Day (Friday) .......... June 19, 1992

*Subject to waiver approval.
APPENDIX F-6

YEAR-ROUND SCHOOL CALENDAR 1991/1992

First Work Day (Thursday) . . . . . . . . . . . . . . . . . . July 18, 1991
First Instructional Day (1st Quarter) (Monday) . . July 22, 1991
Labor Day (Monday) . . . . . Holiday . . . . . . . September 2, 1991
Elementary Dark Day (Friday) . . . . . . . . . . . September 13, 1991
End of First Quarter (Friday) . . . . . . . . . September 20, 1991
Break 1 . . . . . . . . . . . . . . September 23 - October 11, 1991
First Instructional Day - 2nd Quarter (Monday) . . October 14, 1991
Veteran's Day (Friday) . . . Holiday . . . . . . . November 11, 1991
End of First Semester (Secondary Dark Day) . . December 19, 1991
Break 2 (Friday) . . . . . December 20, 1991 - January 10, 1992
First Instructional Day - 3rd Quarter (Monday) . . January 13, 1992
Dr. Martin Luther King, Jr. Day (Monday) . . . . . . Holiday . . . January 20, 1992
Lincoln's Birthday (Friday) . . . Holiday . . . February 14, 1992*
President's Day (Monday) . . . . . . . . . . . . February 17, 1992
Local Holiday (Washington's Birthday-Friday) . . February 21, 1992
End of Third Quarter (Thursday) . . . . . . . . . March 26, 1992
Break 3 . . . . . . . . . . . . . . March 27 - April 17, 1992
First Instructional Day - 4th Quarter (Monday) . . April 20, 1992
Memorial Day (Monday) . . . Holiday . . . . . . . May 25, 1992
End of Second Semester (Thursday) . . . . . . . June 18, 1992
Final Work Day (Friday) . . . . . . . . . . . . . June 19, 1992

*Subject to waiver approval.
APPENDIX G1
FORM #3-A
ORANGE UNIFIED SCHOOL DISTRICT
FINAL EVALUATION AND RATING FORM

<table>
<thead>
<tr>
<th>Name</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School Year</th>
<th>Teaching Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meets District Standards</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1. INSTRUCTIONAL SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Shows evidence of preliminary diagnosis of students</td>
</tr>
<tr>
<td>b. Analyzes learning &amp; presents to students in logical order</td>
</tr>
<tr>
<td>c. Teaches to one objective</td>
</tr>
<tr>
<td>d. Involves students in lesson</td>
</tr>
<tr>
<td>e. Consistently checks for student understanding and adjusts instruction when necessary</td>
</tr>
<tr>
<td>f. Motivates students to learn</td>
</tr>
<tr>
<td>g. Plans and teaches for retention</td>
</tr>
<tr>
<td>h. Demonstrates effective classroom standards</td>
</tr>
<tr>
<td>i. Demonstrates effective management (adequate detail given ahead of time in preparation of materials, etc.)</td>
</tr>
<tr>
<td>j. Reviews learnings</td>
</tr>
<tr>
<td>k. Makes appropriate homework assignments</td>
</tr>
<tr>
<td>l. Follows approved Course of Study</td>
</tr>
<tr>
<td>m. Prepares appropriate lesson plans</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. MANAGEMENT SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Communication</td>
</tr>
<tr>
<td>b. Discipline, student control</td>
</tr>
<tr>
<td>c. Decision-making (judgement)</td>
</tr>
<tr>
<td>d. Initiative</td>
</tr>
<tr>
<td>e. Flexibility</td>
</tr>
<tr>
<td>f. Consistency</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>3. PERSONAL AND PROFESSIONAL CHARACTERISTICS</th>
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<tbody>
<tr>
<td>a. Human Relations</td>
</tr>
<tr>
<td>b. Health</td>
</tr>
<tr>
<td>c. Personal appearance</td>
</tr>
<tr>
<td>d. Speech, voice and language</td>
</tr>
<tr>
<td>e. Knowledge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. SUPPORTS DISTRICT AND SCHOOL GOALS, PLANS, POLICIES &amp; PROCEDURES</th>
</tr>
</thead>
</table>

OVERALL PERFORMANCE SUMMARY

(Completed by evaluator based on personal appraisal and the contents of the Certificated Employee Appraisal folder.)

☐ MEETS WITH DISTRICT STANDARDS ☐ NEEDS IMPROVEMENT ☐ UNSATISFACTORY

Comments:

STATUS OF EMPLOYMENT

☐ This employee has tenure.
☐ This employee is probationary, temporary or a long-term substitute. (Circle appropriate term.)
☐ A contract for next year will be recommended.
☐ Re-employment will not be recommended.

EVALUATEE STATEMENT:

I acknowledge that I have seen the above evaluation. I understand that my signature does not necessarily mean that I agree with this evaluation, but that I acknowledge receipt of a copy of it.

Final Evaluation and Rating Conference held ___________________________ (Evaluatee)
on _________________________________ (Evaluator)

Distribution of Copies: White (Original) - Official Personnel File / Yellow - Evaluatee / Pink - Evaluator

Revised 7/81

-138-
# ORANGE UNIFIED SCHOOL DISTRICT
## COMPLEMENTARY EVALUATION AND RATING REPORT

### Form G2

<table>
<thead>
<tr>
<th>Name</th>
<th>School</th>
<th>Year</th>
<th>Teaching Assignment</th>
</tr>
</thead>
</table>

### 1. INSTRUCTIONAL SKILLS
   - Shows evidence of preliminary diagnosis of students
   - Teaches to one objective
   - Analyzes learning & presents to students in logical order
   - Consistently checks for student understanding and adjusts instruction when necessary
   - Designs effective classroom standards
   - Demonstrates effective management (adequate detail given ahead of time in preparation of materials, etc.)
   - Reviews learnings
   - Makes appropriate homework assignments
   - Follows approved Course of Study
   - Plans and teaches for retention
   - Demonstrates effective classroom standards
   - Consistently checks for student understanding and adjusts instruction when necessary

### 2. MANAGEMENT SKILLS
   - Communication
   - Discipline, student control
   - Decision-making (judgment)
   - Initiative
   - Flexibility
   - Consistency

### 3. PERSONAL AND PROFESSIONAL CHARACTERISTICS
   - Human Relations
   - Health
   - Personal appearance
   - Speech, Voice and Language
   - Knowledge

### 4. SUPPORTS DISTRICT AND SCHOOL GOALS, PLANS, POLICIES, PROCEDURES

#### OVERALL PERFORMANCE SUMMARY

(Completed by evaluator based on personal appraisal and the contents of the Certificated Employee Appraisal folder)

- [ ] MEETS WITH DISTRICT STANDARDS
- [ ] NEEDS IMPROVEMENT
- [ ] UNSATISFACTORY

Comments:

---

Original Copy - Primary Evaluator
Second Copy - Contributing Evaluator

10/80 -139-
APPENDIX H

REPRESENTATION FEE

Section 1: Employee Rights

A. The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

B. Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in section 6 below.

Section 2: Unit Members' Obligation to Exclusive Representative

A. A bargaining unit member who does not fall within one of the exempted categories as set forth in Sections 7 below, and who has not voluntarily made application for membership in the Association within the sixtieth (60th) day following the date upon which said employee has been formally hired by the District as a bargaining unit employee, must as a condition of continued employment in the District pay annually to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.

B. In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in section 13.400 of this Agreement and Education Code Section 45061. There shall be no charge to the Association for such mandatory agency fee deductions.
APPENDIX H - continued

C. Prior to beginning such automatic payroll deduction, the Association will certify to the District in writing that the employee whose pay is to be effected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Section 6 herein.

Section 3: Definition of Representation Fee

A. The representation fee collected pursuant to section 2 above from unit members who are not members of the Association shall be the amount authorized by Section 3540.1(i)(2) of the California Government Code.

B. Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 8 herein.

Section 4: Exceptions

A. Exceptions to Section 3 shall be as follows:

1) Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated representation fee. Such prorata share shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.

2) Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.

3) Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.
Section 5: Annual Verification of Representation Fee by Association

Prior to September 1st of each year and before the collection of a representation fee from any unit member pursuant to these provisions herein, the Association shall submit a written certification to the District verifying the total amount of its representation fee. The parties agree that such annual certification is a condition precedent to the collection by either the District or the Association of a representation fee from a unit member. The verification shall meet the Constitutional requirements. The Association shall provide to the District a copy of any notice sent to representation fee payers in accordance with Section 7.

Section 6: Employees Exempted From Obligation to Pay Association

A. Any unit member hired prior to September 1, 1986, shall be exempted from the requirements of Section 2 above, if such employee, either:

1) Has a bona fide religious objection as defined by Section 3546.3 of the Government Code to the payment of any fee in support of a union or "employee organization" as defined in Section 3540.1 (d) of the Government Code.

2) If employed prior to September 1, 1986, has deep philosophical objection to the payment of any fee in support of a union or "employee organization" as defined in Section 3540.1 (d) of the Government Code.

B. Any unit member hired on or after September 1, 1986, shall be exempted from the requirements of Section 2 above, only if such unit member has a bona fide religious objection as defined in Section 6 (A)(1) above.

C. Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to:

1) Children's Hospital of Orange County
2) United Way
3) Any charity jointly agreed to by the parties.
D. If a unit member desires to be exempted for the reason set forth in Section 6 herein, the unit member must first request such exemption in writing from the Orange Unified School District setting forth briefly the rationale for the exemption. If the Association notifies the unit member in writing that the Association will not honor the request, then the matter shall be referred automatically to a panel for determination according to the procedure set forth below. The panel shall be composed of one person selected by the Association, one person selected by the unit member, and an arbitrator selected by the parties (Association and unit member) chosen from a list submitted by the Public Employment Relations Board (PERB). If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party's panel member.

E. The panel shall first receive arguments and evidence from the unit member requesting the exemption. Thereafter the Association may present any arguments or evidence. The proceedings shall be conducted in an informal manner, and the rules of evidence will not apply. The panel member selected from the list provided by PERB shall act as chair and rule on all matters before the panel with the exception of the final determination of the panel. The panel shall prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which shall be final and binding upon the parties. Expenses of the arbitrator shall be borne equally by the parties. Any expenses of the panel shall be borne by the parties incurring them.

F. Upon receipt for the decision of the panel, the Association shall release any funds held in escrow to the O.U.E.A. or to the charity. Any decision by the panel shall apply for the duration of this Collective Agreement.

G. In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organizations listed above. If the bargaining unit member has not provided payment, the District will institute deductions pursuant to section 2.
APPENDIX H - continued

H. Such payments shall be made on or before October 1 of each school year for returning employees or no more than thirty (30) days after commencing duties for any newly hired employee.

Section 7: Escrow Account

A. Escrow Account for Amount of Fee

If any unit member disputes the amount of the fee or a rebate, the District shall forward such fees to the Association. The Association shall establish and maintain an escrow account in accordance with applicable statutory and decisional law. Upon request and subject to Association established procedures, a representation fee payer shall receive a rebate of the portion of the representation fee which represents political or ideological spending on the part of the Association, CTA and NEA not related to collective bargaining or employment matters.

Section 8: Procedure for Unit Members Who Contest the Amount of the Fee

A. The parties agree that following exhaustion of Association established procedures, any claim by a unit member involving the amount of the representation fee may be referred to the Public Employment Relations Board for determination, provided that the parties have first complied with the other provisions of this Section.

B. The Association will verify in writing to the District that all of the conditions of Section 2 have been met prior to the District's initiation of the fee deductions set forth in Section 2. Thereafter, the District will notify the affected employee in writing that such deductions will commence and a copy of the Association's written verification will be attached to the District notice. Thereafter, the District will begin the deductions.

Section 9: Payment Method

A. Any unit members who are not exempted from payment under Section 6 above shall pay annually the properly determined representation fee directly to the Association.
APPENDIX H - continued

Section 9: Payment Method (continued)

B. As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District, a written assignment authorizing deduction to the properly established representation fee as defined in Section 3 above, subject to the conditions set forth elsewhere in this Agreement for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Section 2B herein.

C. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment, or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

D. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues deductions for such unit member.

Section 10: Obligations of Parties

District's Obligations

A. The District's obligation under this Article is to notify any unit member who has failed to comply with the provisions of this section that, as a condition of continued employment in the District, such unit member must either become an Association member, pay a representation fee, or establish an exempt status and make payment pursuant to provisions of Sections 2 and 6 of this Appendix and upon notification from the Association, to commence payroll deductions of the representation fee. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

Association's Obligations

B. Except as specified herein, the Association, and not the District, shall be responsible for requiring unit members to fulfill obligations defined herein.
APPENDIX II

SICK LEAVE TABLE
Indicating relationship of sick hours earned to number of contractual duty hours

<table>
<thead>
<tr>
<th>DUTY HOURS</th>
<th>SICK HOURS</th>
<th>DUTY HOURS</th>
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<tr>
<td>0.0 - 37.0</td>
<td>0.00</td>
<td>1050.0 - 1117.0</td>
<td>60.00</td>
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<tr>
<td>37.5 - 104.5</td>
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<td>1117.5 - 1184.5</td>
<td>63.75</td>
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<tr>
<td>105.0 - 172.5</td>
<td>7.50</td>
<td>1185.0 - 1252.0</td>
<td>67.50</td>
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<tr>
<td>173.0 - 239.5</td>
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<td>1252.5 - 1319.5</td>
<td>71.25</td>
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<tr>
<td>240.0 - 307.0</td>
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<td>1995.0 - 2062.0</td>
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APPENDIX I2

SICK LEAVE TABLE

Indicating relationship of sick days earned to number of contractual duty days

<table>
<thead>
<tr>
<th>DUTY DAYS</th>
<th>SICK DAYS</th>
<th>DUTY DAYS</th>
<th>SICK DAYS</th>
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<td>8</td>
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<tr>
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<td>1/2</td>
<td>149 - 157</td>
<td>8 1/2</td>
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<tr>
<td>32 - 40</td>
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<td>176 - 184</td>
<td>10</td>
</tr>
<tr>
<td>41 - 49</td>
<td>2 1/2</td>
<td>185 - 193</td>
<td>10 1/2</td>
</tr>
<tr>
<td>50 - 58</td>
<td>3</td>
<td>194 - 202</td>
<td>11</td>
</tr>
<tr>
<td>59 - 67</td>
<td>3 1/2</td>
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<td>11 1/2</td>
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<tr>
<td>131 - 139</td>
<td>7 1/2</td>
<td>275 - 283</td>
<td>15 1/2</td>
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</table>

NOTE: Persons employed for less than a full-day shall earn sick leave in proportion to the percentage of their contract. (For example, a part-time junior high school nurse with a 50% contract teaching three periods of a six period day for full-time employees - would earn "half-days" of sick leave).
APPENDIX J

AGREEMENT AND DECLARATION OF TRUST
ESTABLISHING THE
ORANGE UNIFIED SCHOOLS HEALTH & WELFARE BENEFIT FUND

THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into this 21st day of February, 1985, by and between Orange Unified Education Association CTA/NEA (hereinafter "Union") and the Orange Unified School District (hereinafter "District").

RECITALS

1. The Union and the District desire to provide health and welfare benefits as defined in Sections 3543.2 and 53200 of the Government Code for Employees of the District and their dependents.

2. The Union and the District are parties to a collective bargaining agreement which require contributions by the District to the Orange Unified Schools Benefit Fund for the purpose of providing health and welfare benefits for eligible employees, retired employees and dependents.

3. The amount of contributions as aforesaid shall be as set forth in the Collective Bargaining Agreements.

ARTICLE I

DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in this Trust Agreement:

SECTION 1 The term "Employee" means all persons included in the bargaining unit as described in the Collective Bargaining Agreement between the District and the Union and any other employee of the District, whether or not covered by a Collective Bargaining Agreement, provided such employee is covered by a Participation Agreement. Persons retired from employment with the District and persons serving on the governing board of the District may also be included in the term "Employee."
APPENDIX J - continued

SECTION 2 The term "Collective Bargaining Agreement" means the agreement entered into by the Union and the District, pursuant to California Government Code Section 3540 et seq., and any extensions, amendments, modifications or renewals of the collective bargaining agreement, or any successor agreements which provide for participation in this Fund.

SECTION 3 The term "Trust Agreement" means this Agreement and Declaration of Trust and any amendments or modifications thereto.

SECTION 4 The term "Fund" means the trust fund created and established by this Trust Agreement and the assets of the Fund.

SECTION 5 The term "Plan" or "Health and Welfare Plan" means the benefits provided by this Fund pursuant to the terms of the Collective Bargaining Agreement.

SECTION 6 The term "Director" means a person designated as Director pursuant to Article IV of the Trust Agreement, and successors of such person from time to time in office. The terms "Board of Directors" and "Board" mean the Board established by Article IV of the Trust Agreement.

SECTION 7 The term "Custodial Agent" means the Custodial Agent appointed for the purpose specified in this Trust Agreement and meeting the qualifications set forth in Article III, Section 2.

SECTION 8 The term "District Contributions" means payments made or required to be made to the Fund in accordance with the Collective Bargaining Agreements or Participation Agreements.

SECTION 9 The term "Participation Agreement" means a written agreement between the Directors and the District providing for coverage under this Trust Agreement and Plan for employees of the District not covered by the Collective Bargaining Agreements.

SECTION 10 The term "Union" means the Orange Unified Education Association, CTA/NEA, a California non-profit corporation.

SECTION 11 The term "District" means the Orange Unified School District.
APPENDIX J - continued

SECTION 12  The term "Participant" means any Employee who is eligible to receive a benefit of any type from this Fund or whose Beneficiaries may be eligible to receive any such benefit.

SECTION 13  The term "Beneficiary" means a person designated by a Participant or by the terms of the Plan who is or may become entitled to a benefit hereunder.

ARTICLE II

ESTABLISHMENT AND PURPOSE OF THE FUND

SECTION 1  There is hereby created the Orange Unified School District Health and Welfare Benefit Fund, which shall consist of all contributions made into the Fund by the District and all interest, income and other returns thereon of any kind whatsoever, together with all property and assets of the Fund.

SECTION 2  The Fund, and the Plan established pursuant to this Trust Agreement, shall be used for the purpose of providing for the benefit of the Employees, health and welfare benefits as defined in Sections 3543.2 and 53200 of the Government Code, and the Fund shall further provide for financing the operation and administration of the Fund, in accordance with this Trust Agreement.

SECTION 3  The Fund shall have its principal office in Orange County, California. The Board of Directors shall have the power to move the principal office of the Fund to other locations.

SECTION 4  Contributions to the Fund shall not constitute or be deemed wages due to the Employees with respect to whose work such payments are made, and no Employee shall be entitled to receive any part of the contributions made or required to be made to the Fund in lieu of the benefits provided by the Health and Welfare Plan.

SECTION 5  Neither the District nor the Union nor any Employee, nor any other person shall have any right, title or interest in the Fund other than as specifically provided in this Trust Agreement, and no part of the Fund shall revert to the District or the Union. Neither the Fund nor any contributions to the Fund shall be, in any manner, liable for or subject to the debts, contracts or liabilities of the District, the Union or any
Employee. No part of the Fund, nor any benefits payable in accordance with the Health and Welfare Plan, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person.

Neither the District nor any officer, agent or employee of the District shall be under any liability to the Fund or the Health and Welfare Plan, except to the extent that District Contributions are required to be made to the Fund, or to the extent an individual may incur liability as a Director as hereinafter provided. The liability of the District to the Fund, or the Health and Welfare Plan, shall be limited to the payments required by the Collective Bargaining Agreement and Participation Agreements. The District shall not be required to make any further payments or contributions to the cost of the operation of the Fund or of the Health and Welfare Plan, except as may be hereafter provided by the Collective Bargaining Agreement or Participation Agreements.

Neither the District, the Union, nor any employee shall be liable or responsible for any debts, liabilities or obligations of the Fund or the Directors.

ARTICLE III

CONTRIBUTIONS TO THE FUND

In order to effectuate the purposes hereof, the District shall contribute to the Fund, in a manner directed by the Board of Directors, the amount required by the Collective Bargaining Agreement and any Participation Agreement. The rate of District Contributions shall be governed at all times by the Collective Bargaining Agreement or Participation Agreements.

Contributions to the Fund shall be paid directly to such Custodial Agent as may be designated by the Board of Directors, qualified and doing business in the State of California and subject to the supervision of the Superintendent of Banks or the Controller of the Currency of the State of California, or to a bank designated by the Board of Directors, which is a member of a Federal Reserve Bank.
SECTION 3
Each contribution to the Fund shall be made promptly by the date specified in the Collective Bargaining Agreement or Participation Agreement, and if such payment is not made on the specified date, it shall be considered delinquent. The parties recognize and acknowledge that the regular and prompt payment of District contributions to the Fund is essential to the maintenance and effectiveness of the Health and Welfare Plan and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund and to the Health and Welfare Plan which would result from the failure of the District to pay such contributions in full within the time specified. Therefore, the amount of damage to the Fund or Plan resulting from any such failure in any month shall be presumed to be the sum of 10% of the amount of the contribution or contributions due and payable in said month, which amount shall become due and payable to the Fund by the District as liquidated damages and not as a penalty, at the place where the contribution is payable upon the day immediately following the date on which the contribution or contributions become delinquent and shall be in addition to said delinquent contribution or contributions; provided, however, the Board of Directors may waive payment of any said liquidated damages in a particular case upon good cause satisfactory to the Board of Directors being established.

SECTION 4
Interest shall be charged on delinquent District Contributions at the interest rate prescribed under Section 6621 of the Internal Revenue Code of 1954, as amended, but in no event shall the interest rate charged be more than 10% per annum.

SECTION 5
By mutual agreement of the existing Directors, the employees of any other employee organization within the District or any other school district may become participants in the Fund; provided, however, that the collective bargaining agreement between the exclusive representative of such employees and school district or Participation Agreement in writing provides for contributions to the Fund. Separate contribution accounts for each such contributing district shall be kept. Other terms for the participation of additional employee organizations and school districts shall be agreed upon in writing between the Board of Directors and such organizations or district before any such employees may become participants in the Fund.
Employee contributions may be accepted in accordance with the terms of the Plan and/or Collective Bargaining Agreements.

ARTICLE IV

BOARD OF DIRECTORS

The administration of the Fund shall be vested in a Board of Directors which shall consist of five (5) Directors. Two (2) Directors shall be appointed by the District and shall hereafter be called "District Directors." Three (3) Directors, shall be appointed by the Union and shall hereafter be called "Union Directors." The District and the Union will use their best efforts to appoint Directors who have experience or expertise in investment, health and welfare trusts, labor-management relations, or health service delivery, and are free from any conflicts of interest. In the event that this Fund is merged with any other fund established for similar purposes, or joined by the employees of any other school district in accordance with Article III, Section 5, the ratio of one (1) District Director to one (1) Union Director shall be maintained provided that only one (1) Union Director shall be added for the representative(s) of certificated employees and only one (1) Union Director shall be added for the representative(s) of classified employees of such other school districts.

The District and the Union expressly designate the Directors as named fiduciaries, who shall have exclusive authority and discretion acting as the Board of Directors as provided herein to control and manage the operation and administration of the Fund and the Plan. Each of the initial Directors expressly accepts designation as a fiduciary and as Director by the written acceptance and signature of this Trust Agreement and assumes the duties, responsibilities and obligations of the Directors as created and established by this Trust Agreement and under applicable law. Any Director named hereafter shall do likewise by signing the Trust Agreement or a written acceptance thereof, in a form approved by and filed with the Board of Directors.
APPENDIX J - continued

SECTION 3 The District Directors shall be designated in writing by the appointing District. The Union Directors shall be designated in writing by the appointing Union.

SECTION 4 The Directors shall select one (1) of their number to act as Chairperson of the Board of Directors and one (1) to act as Co-Chairperson, to serve for a term of two (2) years or such other period as the Directors shall determine. When the Chairperson is selected from among the Union Directors, the Co-Chairperson shall be selected from among the District Directors, and vice-versa.

SECTION 5 Each Director shall serve until death, incapacity, resignation, inability to serve, removal from office or until a successor is designated as provided in this Trust Agreement.

SECTION 6 A Director may resign at any time by serving written notice of such resignation, at least thirty (30) days prior to the date on which such resignation is to become effective, upon the Chairperson and Co-Chairperson of the Board of Directors, and upon the Union and the District.

SECTION 7 Any District Director may be removed from office at any time for any reason through an instrument in writing, signed by the appointing authority and served on the Director concerned, the Chairperson and Co-Chairperson of the Board of Directors and the Union. Any Union Director may be removed from office at any time for any reason by an instrument signed by the President of the Union and served upon the Director concerned, the Chairperson and Co-Chairperson of the Board of Directors and the District.

SECTION 8 If any District Director dies, resigns or is removed from office, a successor Director shall be appointed forthwith by an instrument in writing signed by the District and delivered to the Chairperson and Co-Chairperson of the Board of Directors. If any Union Director dies, resigns or is removed from office, a successor Director shall be appointed forthwith by an instrument in writing signed by the Union appointing such Director and delivered to the Chairperson and Co-Chairperson. Any successor Director so appointed shall sign this Trust Agreement, or a counterpart thereof, and such signature shall constitute the acceptance
APPENDIX J - continued

SECTION 8 - continued

of office and agreement to act under and to be subject to all of the terms and conditions of this Trust Agreement.

SECTION 9

Any Director who resigns or is removed from office shall forthwith turn over to the Chairperson or the Co-Chairperson of the Board of Directors at the principal office of the Fund any and all records, books, documents, monies and other properties which belong to the Fund or which were received by such Director in his or her capacity as such Director.

SECTION 10

No vacancy or vacancies in the offices of the Directors shall impair the power of the remaining Directors acting in the manner herein provided to administer this Fund.

SECTION 11

The Directors shall not be compensated for their services by the Fund, but Directors shall be reimbursed by the Fund for all reasonable expenses properly and actually incurred in connection with the performance of their official duties as Directors, as authorized by the Board of Directors.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1

The Board of Directors shall have the power to administer the Fund and to administer and maintain the Plan in effect. A schedule of benefits and a statement of the basis on which Health and Welfare Benefits are to be paid shall be described in writing. The Board of Directors shall have the authority to design alternative benefit plans and schedules of benefits. In addition the Board of Directors shall amend or modify the existing Health and Welfare Plans when the contributions to the Fund and reserves of the Fund are insufficient to maintain the Plans selected by the parties at the time of negotiation. The Board of Directors shall not be permitted to accept contributions from any District under any collective bargaining agreement which contains terms inconsistent with this section.
APPENDIX J - continued

SECTION 2
The Board of Directors shall enter into an agreement with a Custodial Agent for the purpose of receiving, holding and disbursing the assets of the Fund.

SECTION 3
In furtherance of the administration of the Fund and Plan, the Directors shall use the authority of their office:

(a) To enter into direct negotiation with local health care providers in order to obtain alternative rates of payment as allowed by Sections 10133, 10401 and 11512 of the California Insurance Code, if such negotiation by the Board of Directors is deemed legally permissible; provided that any such arrangements between the Fund and such providers shall not require mandatory participation by the Participants and shall not be the exclusive choice available to participants of the Fund;

(b) To provide benefits within the Plan which encourage the concepts of prevention and wellness, as well as traditional health care for illness;

(c) To coordinate with other similar Trust Funds the utilization of accounting, legal, investment, consulting and administrative services;

(d) To entertain bids for the procurement of insurance policies, and at all times endeavor to provide the best benefit plans for the least cost to the Fund;

(e) To coordinate with other similar Trust Funds to provide any of the benefits specified in the Plan;

(f) To provide to the negotiating parties cost estimates concerning existing schedules of benefits or any alternative benefit specifications requested by the Union or District representatives.

SECTION 4
The Board of Directors shall have power to demand and enforce the prompt payment of contributions to the Fund, as required by the Collective Bargaining Agreement or any other written agreement requiring contributions to the Fund, and delinquent payments, liquidated damages as provided in
Section 4 of Article III, and interest as provided in Section 5 of Article III. If the District defaults in the making of such contributions or payments and if it becomes necessary for the Board of Directors to consult legal counsel with respect thereto, or if the Board of Directors files any suit or claim with respect thereto, there shall be added to the obligations of the District interest and liquidated damages as provided herein, reasonable attorneys' fees, court costs and all other reasonable expenses incurred by the Board of Directors in connection with such suit or claim, provided the Board of Directors prevails in such litigation.

The Board of Directors shall have the power and authority to use and apply the Fund for the following purposes:

(a) To pay or provide for the payment of all reasonable and necessary expenses (i) of collecting the District Contributions and payments and other monies and property to which they may be entitled and (ii) of administering the affairs of this Fund, including the employment of such administrative, legal, accounting, expert and clerical assistance, the purchase or lease of such premises, materials, supplies and equipment and the performance of such other acts, as the Directors, in their sole discretion, find necessary or appropriate in the performance of their duties. If the Board of Directors is unable to agree upon the employment of either a consultant or an attorney pursuant to this clause, the District Directors and the Union Directors may each select either a consultant or an attorney or both, as the case may require, who shall be directed to act jointly with each other in connection with the administration of the Fund and the reasonable cost of such advice or services shall be paid from the Fund.

(b) To provide health and welfare benefits in such amounts and forms as in the discretion of the Directors shall be deemed most beneficial, advantageous and desirable from the standpoint of the District Contributions.
APPENDIX J - continued

SECTION 5 - continued

and Fund Assets available for such purposes, consistent with Section 1 of this Article.

(c) To establish and accumulate such reserve funds as the Board of Directors, in its sole discretion, deems necessary and desirable for the proper execution of the Fund.

(d) To pay all other reasonable, proper and necessary expenses incurred by any Directors not specified above, including the cost of defense in litigation arising out of the Directorship of this Fund, which is not a result of willful misconduct or bad faith, to the extent permitted by law.

(e) To pay or provide for the payment of premiums on the contracts or policies of insurance or fees on service provider agreements, which contracts or policies of insurance shall be contracted for in the name of and issued to the Board of Directors, or to the Trust Fund, as the Board of Directors may determine.

(f) To compromise, settle, or release claims or demands in favor of or against the Fund on such terms and conditions as the Board of Directors may deem desirable; provided, however, that this clause shall not excuse any violation of the Trust Agreement.

(g) To adopt rules and regulations for the administration of the Fund or the Plan which are not inconsistent with the terms and intent of the Trust Agreement and such Plan.

(h) To make appropriate allocations of common administrative expenses and disbursements shared or to be shared by the Fund and any other similar Trust Fund.

SECTION 6

The Board of Directors may exercise all rights and privileges granted to the policyholder by the provisions of each contract or policy of insurance which they, in their sole discretion, may deem necessary or advisable.
SECTION 7

(a) The Board of Directors shall have the power and authority in its sole discretion, to invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as they may from time to time determine, in such investments as are legal investments under applicable law. The Board of Directors may sell, exchange or otherwise dispose of such investments at any time and, from time to time. The Board of Directors shall also have power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, where such an investment appears to the Board of Directors, in its discretion and consistent with its fiduciary obligations, to be in the best interests of the Fund and the Employees, judged by then prevailing business conditions and standards. The Board of Directors shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by them as Directors, to exercise all such rights, power and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in their own right.

(b) The Board of Directors is authorized, in its discretion, by resolution, to allocate to a committee such duties and responsibilities to invest and reinvest such Fund assets as it shall specify in such allocation.

(c) The Board of Directors shall have the power and authority to appoint one or more investment managers who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the assets of the Fund as the Board of Directors shall specify. Any such appointment may be terminated by the Board upon thirty (30) days' written notice. The fees of such investment manager, and its expenses to the extent permitted by law, shall be paid out of the Fund.
APPENDIX J - continued

SECTION 7 - continued

(d) In connection with any allocation or delegation of investment functions under paragraphs (b) and (c) of this Section 7, the Board of Directors shall, from time to time, adopt appropriate investment policies or guidelines.

SECTION 8 The Directors may, by resolution, by law or by provisions of this Trust Agreement, allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board of Directors, and the Directors may delegate such responsibilities and duties to other individuals as they may deem appropriate or necessary in their sole discretion.

SECTION 9 The Board of Directors may employ or contract for the services of an individual, firm or corporation, to be known as the "Fund Manager," who shall, under the direction of the Directors or under the direction of any appropriate committee of the Directors, administer the office or offices of the Fund and of the Directors, coordinate and administer the accounting, bookkeeping, and clerical services, provide for the coordination of actuarial services furnished by the consulting actuary, prepare (in cooperation, where appropriate, with the consulting actuary and independent auditor) all reports and other documents to be prepared, filed or disseminated by or on behalf of the Fund in accordance with law, assist in the collection of District contributions required to be paid to the Fund and perform such other duties and furnish such other services as may be assigned, delegated or directed or as may be contracted by or on behalf of the Directors. The Fund Manager shall be the custodian on behalf of the Directors of all documents and other records of the Directors and of the Fund.

SECTION 10 The Directors and such other employees of the Fund who handle the monies of the Fund shall be bonded in such amounts as the Board of Directors deem reasonable, and such bonds shall be in compliance with any applicable state law. The cost of such bonds shall be paid for by the Fund. The Board of Directors shall, from time to time, review the amounts of such bonds and require such adjustments in their amounts as are appropriate.
SECTION 11  The Directors may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Trust Fund as such, as well as employees or agents of the Directors and of the Trust Fund, while engaged in business and related activities for and on behalf of the Trust Fund (1) with respect to liability as a result of acts, errors or omissions of such Director or Directors, employees or agents, respectively, and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Trust Fund.

SECTION 12  All checks, drafts, vouchers or other withdrawals of money from the Fund shall be authorized in writing or countersigned by at least one District Director and one Union Director as designated by the Board of Directors.

SECTION 13  The books of account and records of the Board of Directors, including the books of account and records pertaining to the Fund, shall be audited at least once a year by a qualified certified public accountant to be selected by the Board of Directors. The Board of Directors shall also make all other reports required by law. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Fund and at such other suitable places as the Board of Directors may designate from time to time. Copies of such statement shall be delivered to the Union, the District and each Director within thirty (30) days after the statement is prepared.

SECTION 14  The Board of Directors shall be entitled, at any time, to have a judicial settlement of its accounts and to seek judicial protection by any action or proceeding it determines necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any action thereunder and, further, as to any question relating to the discharge of its duties and obligations under, or in connection with, the administration of this Fund and as to the distribution of assets belonging to the Fund. Any such determination, decision or judgment shall be binding upon all parties to, or claiming under this Trust Agreement.
APPENDIX J - continued

SECTION 15 The Board of Directors shall maintain or have maintained suitable and adequate records of and for the administration of the Fund and the Plan. The Board of Directors may require the District, any Employee or any other beneficiary under the Plan to submit to it any information, data, report or document reasonably relevant to and suitable for the purposes of such administration. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board of Directors for any such information, data, report or documents including verification of accuracy of contributions.

SECTION 16 The Directors shall exercise the powers and duties provided for in the Trust Agreement solely in the interest of the participants and beneficiaries of the Fund and for the exclusive purpose of providing benefits to participants and their beneficiaries, and defraying reasonable expenses of administering the Plan. The Directors shall exercise their powers and duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

SECTION 17 The Directors shall exercise all rights and privileges authorized herein to maximize the return on monies invested, to protect all property held hereunder, and perform all acts deemed necessary to accomplish the general objective of obtaining and providing the best health and welfare benefits available for the money contributed to the Fund.

SECTION 18 The Board of Directors shall provide periodic reports to the Union and the District which shall include, but not be limited to, investment of Fund assets, administration of the Fund, experience factors for Employees covered by this Fund and other trusts with whom this Fund may engage in joint activities, and other reports required by law.
ARTICLE VI

PROCEDURE OF BOARD OF DIRECTORS

SECTION 1
The Board of Directors shall determine the time and place for regular periodic meetings of the Board of Directors. Either the Chairperson or the Co-Chairperson, or any two (2) members of the Board of Directors may call a special meeting of the Board of Directors by giving written notice to all other Directors of the time and place of such meeting at least seven (7) calendar days before the date set for the meeting. Any such notice of special meeting shall be sufficient if sent by ordinary mail or by wire addressed to the Director at the address of such Director as shown in the records of the Board of Directors. Any meeting at which all Directors are present, or concerning which all Directors have waived notice in writing, shall be a valid meeting without the giving of any notice.

SECTION 2
The Board of Directors shall appoint a Secretary and additional assistants, if necessary, who shall keep minutes or records of all meetings, proceedings and acts of the Board of Directors.

SECTION 3
A quorum shall consist of at least two-thirds (2/3) of the Directors provided that at least one (1) District Director and two (2) Union Directors are present.

SECTION 4
The Board of Directors shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Trust Agreement except upon the vote of each group of the Directors at a meeting of the Board of Directors duly and regularly called or except by the signed concurrence of all Directors without a meeting, as provided in Section 8 of this Article VI, or except as provided in Section 9 of this Article VI.

SECTION 5
A Director may designate any other Director as proxy to vote and take action in the same manner and with the same effect as if the designating Director were present; provided that proxies may not be counted to determine the presence of a quorum and provided that District Directors may not designate Union Directors or Association personnel and Union Directors may not designate District Directors or District personnel.
SECTION 6
(a) All actions of the Board of Directors shall be decided by a unit vote, the District Directors being entitled to one (1) vote, and the Union Directors being entitled to one (1) vote, respectively.

(b) The vote of the Union Directors shall be determined by a majority of the Union Directors present at any meeting, and the vote of the District Directors shall be determined by a majority of the District Directors present at any meeting. In the event that either the Union Directors present or the District Directors present cannot determine their respective collective vote among themselves by the required majority decision, then the question at issue shall remain in status quo until the undecided group of Directors can cast the single, collective vote a set forth above, and the question at issue shall be again presented at the next subsequent meeting of the Board of Directors. If at such next meeting, the particular group of Directors shall remain unable to decide how to cast its single collective vote, and remain so until the meeting be adjourned, then immediately prior to the adjournment of such meeting, the vote of the undecided group shall be deemed automatically cast in opposition to the vote of the group of Directors which has cast its single, collective vote so as to thereby cause a deadlocked vote among the Directors which shall be resolved in accordance with Article VIII of this Trust Agreement.

SECTION 7
Meetings of the Board of Directors shall be held from time to time at a place designated by the Board of Directors. Unless such place is designated by previous motion of the Board of Directors, meetings shall be held at the principal office of the Fund.

SECTION 8
Upon any matter which may properly come before the Board of Directors, the Board of Directors may act without a meeting provided such action has the written concurrence of all the Directors.

SECTION 9
When there are more than twelve (12) Directors, an Executive Committee shall be formed by the Board of Directors consisting of not more than four (4) District Directors and four (4) Union Directors,
APPENDIX J - continued

SECTION 9 - continued

the Union Directors being comprised of an equal number of representatives from the Unions. The Chairperson and Co-Chairperson shall automatically be members of the Executive Committee. The Executive Committee shall meet at such times as it deems necessary to transact the routine business of the Trust, to prepare reports and recommendations to the full Board of Directors and such other matters as delegated to it by the Board of Directors. The procedures of the Executive Committee shall be governed by the same provisions of this Article VI as are applicable to the Board of Directors.

ARTICLE VII

GENERAL PROVISIONS APPLICABLE TO DIRECTORS

SECTION 1 Every instrument executed by the Board of Directors or at its direction shall conclusively establish the following facts in favor of every person who relies on it, namely that (1) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect; (2) the instrument was executed in accordance with the terms and conditions of this Trust Agreement; and (3) the Board of Directors was duly authorized to execute the instrument or direct its execution.

SECTION 2 The duties, responsibilities, liabilities and disabilities of any Director under this Trust Agreement shall be determined solely by the express provisions of this Trust Agreement and no further duties, responsibilities, liabilities or disabilities shall be implied or imposed.

SECTION 3 The Directors, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person. Any Director, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Directors as conclusive evidence of the fact that a majority of the Directors have taken the action stated to have been taken in such instrument.
APPENDIX J - continued

SECTION 4 Neither the District nor the Union shall be liable or responsible for the validity of this Trust Agreement or the Health and Welfare Plan.

SECTION 5 Neither the District nor the Union shall be liable in any respect for any of the obligations, acts or omissions of the Directors, or any of them, because such Directors are in any way associated with the District or the Union.

SECTION 6 The name of the Fund may be used to designate the Directors collectively, and all instruments may be executed by the Board of Directors in such name, which instruments shall be signed by at least one (1) District Director and one (1) Union Director. In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made under this Trust Agreement or the Plan, the Board of Directors may withhold such payment until there shall have been made an adjudication of such question or dispute which, in the sole judgment of the Board of Directors, is satisfactory to it, or until the Board of Directors shall have been fully protected against loss by means of such indemnification agreement or bond as the Board of Directors, in its sole judgment, determines to be adequate.

ARTICLE VIII

ARBITRATION

SECTION 1 In the event of a deadlock of the District Directors and the Union Directors on any matter within their power, the dispute, including the arbitrability of the dispute, may be referred to arbitration as hereinafter provided.

SECTION 2 A deadlock of the Directors may occur only upon a tie vote on the adoption of a motion or resolution.

SECTION 3 After twenty (20) days of the occurrence of a deadlock, the Union Directors may serve upon the District Directors, or vice versa, a written demand for arbitration, the dispute, including the arbitrability of the dispute, shall be referred to an impartial arbitrator for a final and binding decision as set forth below.
APPENDIX J - continued

SECTION 4 If no agreement on who shall be arbitrator is reached within the ten (10) day period after the service of the notice to arbitrate, or within such further time as the Directors may allow for such purposes by mutual agreement, an arbitrator shall, upon request of either the District Directors or the Union Directors, be selected from a panel of five (5) arbitrators submitted by the American Arbitration Association to the District Directors and Union Directors. From the panel submitted, the District Directors and the Union Directors shall each alternatively strike one (1) name until four (4) names have been eliminated, and the person whose name remains shall be the arbitrator.

SECTION 5 In the event the Directors are unable to agree on an arbitrator within a reasonable time, either the District Directors or the Union Directors may petition the appropriate Superior Court for the State of California for appointment of an arbitrator, as provided in California Code of Civil Procedure, Section 1281.2 et seq.

SECTION 6 Any matter in dispute which is referred to arbitration shall be in writing. If the Directors cannot agree on a written submission statement, the Union Directors and the District Directors shall each submit their respective statement of the issue or issues in dispute.

SECTION 7 The decision of the arbitrator shall be final and binding upon the Directors, the parties, the Employees and other participants and beneficiaries of this Trust Agreement and the Plan. In making his decision, the arbitrator shall be bound by the provisions of this Trust Agreement, the Plan, the Collective Bargaining Agreement and any Participation Agreement and shall have no authority to alter or amend any of the terms thereof; provided, however, that the arbitrator shall have the authority to decide any dispute involving an amendment or modification of the Plan. The decision of the arbitrator shall be rendered in writing. The arbitrator shall not have jurisdiction to make an award which establishes or fixes a rate of contribution to the Trust Fund.

SECTION 8 No matter in connection with the interpretation or enforcement of the Collective Bargaining Agreement shall be subject to arbitration under this article. No matter which is subject to
APPENDIX J - continued

SECTION 8 - continued

arbitration under this article shall be subject to the grievance procedure or any other arbitration procedure provided in the Collective Bargaining Agreement.

SECTION 9

The fees and expenses of such arbitrator, including the cost of any hearing room and the original reporter's transcript, shall be paid out of the Trust Fund. The reasonable costs and expenses incurred in connection with any such arbitration and the preparation therefor by the District Directors, subject to a maximum of Ten Thousand Dollars ($10,000), and the Union Directors subject to a like maximum, shall be reimbursed out of the Trust Fund. However, no such reimbursement shall be made to Directors who are affirmatively found by the arbitrator to have acted in bad faith either in causing the arbitration or in the arbitration proceedings.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1

The rights and duties of all parties, including the District, the Union, the Employees and the Directors, shall be governed by the provisions of this Trust Agreement and the Plan; provided, however, that the amount of District Contributions shall be as provided in the Collective Bargaining Agreements and any Participation Agreements.

SECTION 2

No Employee or other Participant or Beneficiary shall have any right or claim to benefits under the Plan except as specified in the policy or policies or contract or contracts, procured or entered into pursuant to Section 5 of Article V, or under the plan of benefits adopted under a self-insured program. The Directors shall establish and maintain a reasonable claims procedure, except that to the extent to which benefits are provided or administered by an insurance company, or other similar organization, which is subject to regulation under the insurance laws of one or more states, any dispute as to eligibility, type, amount or duration of benefit shall be resolved by the appropriate insurance carrier or other organization under and pursuant to the policy or contract, and the Employee or other Participant or Beneficiary shall have no

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SECTION 2 - continued

right or claim with respect thereto against the
Fund or any of the Directors. Neither the
District, the Union nor any of the Directors shall
be liable for the failure or omission for any
reason to pay any benefits under the Plan.

SECTION 3

Any notice required to be given under the terms of
this Trust Agreement shall be deemed to have been
duly served if delivered personally to the person
to be notified in writing, or if mailed in a
sealed envelope, postage prepaid, to such person
at the last known address as shown in the records
of the Fund, or if sent by wire to such person at
said last known address.

SECTION 4

All questions pertaining to this Trust Agreement,
the Fund, or the Plan and their validity, admin­
istration and construction shall be determined in
accordance with the laws of the State of
California and any pertinent laws of the United
States.

SECTION 5

If any provision of this Trust Agreement, the
Plan, the rules and regulations made pursuant
thereto, or any step in the administration of the
Fund or the Plan is held to be illegal or invalid
for any reason, such illegality or invalidity
shall not affect the remaining portions of this
Trust Agreement, the Plan, the mode of
administration or the rules and regulations,
unless such illegality or invalidity prevents, or
in substantial degree unfavorably affects,
accomplishment of the objectives and purposes of
this Trust Agreement or of the Plan. In the event
of any such occurrence, the parties will
immediately commence negotiations or attempt to
remedy any such defect.

SECTION 6

Except to the extent necessary for the proper
administration of the Fund or the Plan, all
medical records pertaining to individuals shall be
confidential and shall not be made public or used
for any other purposes than the information of and
action by the Directors. Nothing in this section
shall prohibit the preparation and publication of
statistical data and summary reports with respect
to the Operations of the Fund and the Plan.
APPENDIX J - continued

SECTION 7 This Trust Agreement may be executed in a number of counterparts, each of which shall have the force and effect of an original, and no more than one counterpart need be signed by any party thereto, provided however, that each of said counterparts shall be filed in the principal office of the Fund.

ARTICLE X

AMENDMENT, MERGER AND TERMINATION

SECTION 1 The provisions of this Trust Agreement may be amended or modified at any time and from time to time by the District Directors and the Union Directors. Such amendment shall be accompanied by an instrument in writing executed by the District Directors and the Union Directors.

SECTION 2 In the event that one of the Unions, or any other exclusive employee representative whose members become participants in the Fund, or the District, or any other district which becomes obligated to contribute to the Fund on behalf of any of its employees, shall for any reason cease its participation or whose obligation to contribute to the Fund ceases, this Trust Agreement and the Fund created hereunder shall continue for the benefit of all remaining participants, and any remaining employee representatives participating in and districts obligated to contribute to the Fund shall continue to maintain the Fund. Any employee representatives who cease their participation or districts whose obligation to contribute to the Fund ceases shall forfeit any and all rights and interest in the Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the Fund upon their withdrawal from participation or upon cessation of their obligation to contribute.

SECTION 3 The Board of Directors shall have the power to merge with any other fund established for similar purposes as this Fund, under terms and conditions mutually agreeable to the Boards of Directors of the respective funds.

SECTION 4 The provisions of this Trust Agreement shall continue in effect unless this Trust Agreement is terminated by an instrument in writing executed by the District and the Union.

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SECTION 5

Upon the termination of the Fund herein provided, any and all monies remaining in the Fund, after the payment of all expenses, shall be used for the continuance of one or more benefits of the type provided by the Plan until such monies have been exhausted, or as otherwise provided in the termination agreement in Section 4 above.

EXECUTED as of the day and year first above written.
APPENDIX K

EVALUATION

STEPS IN THE APPRAISAL PROCESS (Incorporated herein)

1. Evaluatee reviews his performance areas - job description. Using FORM #1 (Job function, Job Targets, assessment and Constraints), the evaluatee identifies specific job target and assessment procedures for the coming year. In the case of teachers, the process of establishing job targets in the area of student performance will begin with the review of district established student performance standards.

2. The evaluatee presents FORM #1 to the evaluator for review. Agreement is then reached upon performance areas - job description, job targets and assessment procedures. In the case of school based employees, as the unique characteristics of a given school or class may dictate, evaluator and evaluatee may mutually adjust student performance standards upward or downward in relation to district student performance standards.

If additional information is required to clarify rationale for proposed job targets, the evaluator and/or evaluatee may request another person to be present at a subsequent planning meeting. This person shall have direct knowledge of the evaluatee's job and circumstances relating to proposed job targets. If agreement is not reached on proposed job targets, etc., at this meeting, the evaluatee's targets will be accepted and evaluator and evaluatee will write position statements both of which will become a permanent attachment to FORM #3 - Final Evaluation and Rating Form.

3. As agreement is reached between evaluator and evaluatee on the contents of FORM #1, the evaluatee will transfer this material to NCR FORM #1 Final Copy retaining the original and sending the second copy to the evaluator.

4. As the evaluation year progresses, monitoring conferences should be held between the evaluator and evaluatee. FORM #2 Job Target Rating Form may be used, as appropriate, to monitor the job targets during any portion of the evaluation year.
5. Prior to the year end evaluation conference, the evaluatee completes the appropriate portion of FORM #2 Job Target Rating Form by entering a description of the accomplishments and marking the level of success achieved. Any supportive data, comments, or other information relating to the accomplishment of objectives, should be included before sending the evaluatee's Certificated Employee Appraisal folder to the evaluator.

The Certificated Employee Appraisal folder, with attached materials, should be sent to the evaluator at least a week in advance of the Evaluation Conference so that the evaluator will have time to study the materials included and complete the appropriate portion of FORM #2 (Job Target Rating Form) and FORM #3 (Final Evaluation and Rating Form).

6. The evaluator then holds the Final Evaluation and Rating Conference with the evaluatee in which they review all forms and data submitted, each providing information and background relating to their respective judgments.

7. At the conclusion of this conference, both parties sign FORM #3 (Final Evaluation and Rating Form). If the evaluatee wishes to comment on the evaluation, the evaluatee may submit a statement which will be permanently attached to FORM #3. The evaluator makes two copies of FORM #3, giving one copy to the evaluatee and sending the original copy to the Orange Unified School District Personnel Office.

8. During this conference, tentative job targets for the coming year may be cooperatively established. These will be reviewed and finalized at planning conferences in the fall.

   1. District Policy #4115 - Evaluation
   2. Form #1 - Job Function, Job Targets, Assessments and Constraints
   3. Form #2 - Job Target Rating Form
   4. Form #3 - Final Evaluation and Rating Form
NAME____________________________________SOCIAL SECURITY # _______________________WORK LOCATION___________________________

Please circle date(s) absent:

6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

(month) (month)

Total Days Absent:_______________(Show fractions in tenths.)

I. GENERAL ABSENCES/LEAVES

( ) Personal Illness or Injury (Article 3.200)
I certify, under penalty of perjury, that the absence/leave was due to personal illness, injury or disability related to pregnancy.

A. ________________________________
   Employee's Signature

   Date

( ) Personal Necessity (Article 3.500)
(Seven total days allowed per year, non-accumulative, deducted from sick leave.)

I certify, under penalty of perjury that such leave was not used for recreational purposes, extension of holidays or vacations, or matters of purely personal convenience.

B. ________________________________
   Employee's Signature

   Date

C. ________________________________
   Supervisor's Signature

   Date

( ) Bereavement Leave (Article 3.300)
I certify, under penalty of perjury, that the leave was used for absence related to the death of a member of my immediate family. Relationship: __________

D. ________________________________
   Employee's Signature

   Date

   Supervisor's Signature

   Date

II. SPECIAL LEAVE PROVISIONS

( ) Birth or Adoption of Child (Article 3.420)
I certify, under penalty of perjury, that the leave was used for an absence for purposes of the birth or adoption of my child.

E. ________________________________
   Employee's Signature

   Date

( ) Extended Illness or Injury/Disability Leave (Article 3.240)
I certify, under penalty of perjury, that the leave was used for purposes of illness, injury or disability related to pregnancy.

F. ________________________________
   Employee's Signature

   Date

   (Attach verification of illness, by your physician, after (5) days if required by District.)

( ) Court Summons Leave (Article 3.600) Because of an official order (request to appear) when the employee is not the litigant. Please attach summons.

( ) Jury Duty (Article 3.700) Please attach copy of jury summons and confirmation of service. All jury fees, excluding travel allowance, to be remitted to District.

( ) Industrial Accident or Industrial Illness Leave (Article 3.800)

( ) Educational Leave (Article 3.100) Approved by: ____________________________ Approval Date:_________________

( ) Educational Conference (Article 3.1010) Approved by: ________________________ Approval Date:_________________

( ) Other - Absences other than listed. Explain:__________________________________________________________________

G. ________________________________
   Employee's Signature

   Date

H. ________________________________
   Supervisor's Signature

   Date

This form is due in the District payroll office by the 6th of the month.
TO: Certificated Personnel Office
FROM: Name____________________________________________________________
Assignment/Location_____________________________________________________

SUBJECT: Anticipated Absence for Pregnancy

Following is the information requested regarding my anticipated absence from work as a result of pregnancy:

1. Anticipated date of last day of service ___________________
2. Anticipated date of child birth: _______________________
3. Anticipated date of return to work ______________________

Following are comments that may be helpful in planning for my absence:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

_________________________  __________________________________________
Employee's Signature       (Date)
REQUEST FOR UNPAID PERSONAL LEAVE

Please complete and submit this form to the Personnel Office and allow ten (10) work days for consideration and response. Thank you.

1. ______________________________________ __________________
   Name of requestor Social Security Number

2. _______________________________________________________________________
   Current work location/assignment

3. First date of regular service in O.U.S.D.____________________________________

4. Have you ever requested a personal leave before?
   If yes, please give details:___________________________________________________

5. Length of time for which leave is being requested (e.g., number of days, or "one-semester," etc.) Please give dates.

6. Please state the reason for your request:

7. Any additional comments?

Requestor's signature Date

Supervisor's signature Date

FOR PERSONNEL STAFF USE

Determination: Request Approved Authorizing Signature

White - Personnel
Green - Payroll
Yellow - Supervisor
Pink - Return to Initiator
Gold - Initiator Copy

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REQUEST TO ATTEND AN EDUCATIONAL CONFERENCE

NAME ____________________________ SCHOOL/DEPT ____________________________

POSITION ____________________________ GRADE/SUBJECT ____________________________

I. REQUEST:
I request approval to attend __________________________________________ to be held in (city) ____________________________ on inclusive dates of _______________ to _______________, 19 __________

II. CONFERENCE EXPENSES (other than substitute teacher)
1. TRANSPORTATION .......................................................... $ __________
   ___ Commercial (air coach, rail, or bus)
   ___ Private automobile (actual mileage _______x _______ (per mile (not to exceed equivalent of air coach fare

2. LODGING .................................................................

3. REGISTRATION FEES (not dues) ......................................

4. MEALS .................................................................

5. OTHER EXPENSES ..................................................

6. TOTAL EXPENSES (other than substitute) ............

Date __________________________ Signature __________________________

III. RECOMMENDATION (to be completed by principal/supervisor)
Conference expenses not to exceed $ ** ___________ and to be charged to budget number ____________________________.
** Same as, or less than LINE 6

SUBSTITUTE SERVICE: _____________ day(s) of substitute service is recom­
   mended and to be charged to budget number ____________________________

PLEASE NOTE: full day ___ half day ___ reporting time ____________________________

Date __________________________ Principal/supervisor __________________________

IV. DISTRICT AUTHORIZATION:
Submit original and two copies to appropriate supervisors for signature.

Program Manager __________________________ Assistant Superintendent __________________________

Department Head __________________________

V. APPROVAL (to be completed by Certificated Personnel Department)
Attendance was approved on _______________________ by the Superintendent. It is the responsibility of the person attending a conference to complete and sub­mit conference expense account and report forms to their principal/supervisor.

Date __________________________ Assistant Superintendent-Personnel __________________________

OUSD 91020 Rev 1/86 -176-
IMPORTANT NOTE:
Certificated staff members who wish to be considered for transfer should read the section of the current CONTRACT devoted to "Transfers" before submitting the "Transfer Request". Copies of the CONTRACT are available at all schools and in the Personnel Office in the Education Center. Persons with questions are encouraged to contact the Personnel Office.

I. NAME ___________________________ ______________________________ SOC. SEC. NO. ___________________________

II. PRESENT POSITION: GRADE/ WORK
   TITLE: _______________________________ DEPT.: ________________ LOCATION: _______________________
   Teacher, Media Spec., etc.

III. TEACHING
   AUTHORIZATION, CREDENTIALS:
   List valid credentials you hold with additional details regarding majors, minors, grade levels, etc., that indicate what you are legally authorized to teach.
   1. ____________________________________________________________________________________________________________________
   2. ____________________________________________________________________________________________________________________
   3. ____________________________________________________________________________________________________________________

IV. DEGREES, CERTIFICATES
   POST GRADUATE WORK, RECENT TRAINING:
   Please provide any information relative to your qualifications regarding the type of assignment(s) for which you wish to be considered.
   ____________________________________________________________________________________________________________________
   ____________________________________________________________________________________________________________________

V. EMPLOYMENT HISTORY:
   1. First date of paid, contractual Service in OUSD ______________________
   2. Total number of equivalent years of contractual service in OUSD ______
   3. Please list all OUSD assignments with dates and names of evaluators:
   ____________________________________________________________________________________________________________________
   ____________________________________________________________________________________________________________________

VI. TRANSFER PREFERENCES:
   Please be as specific as possible regarding the position(s) for which you wish to be considered. If possible, indicate the school(s), grade level(s), subject(s), program(s), or any other information regarding your preferences.

VII. Signature of Transfer Applicant/Date ________________________

NOTE: All Transfer Requests shall bear the signature of the transfer applicant's present administrator. Such signature is an acknowledgement only that the administrator has been informed of the person's desire for transfer consideration.

VIII. DISTRIBUTION OF THIS TRIPlicate FORM:
   1. Transfer applicant submits all copies to certificated personnel office by deadline.
   2. Personnel office date-stamps one copy and returns to transfer applicant.
   3. One copy to Transfer applicant's personnel file.
   4. One copy to personnel office transfer file.

IX. DISPOSITION (Circle)
   Approved Denied
   New Assignment: ______________________

   Confirmation Sent: ______________________

   By: ______________________

DIV. CERT. PERS. - JAN. 1978

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ORANGE UNIFIED SCHOOL DISTRICT

Application for Sabbatical Leave

(Please read carefully all district policies and regulations concerning Sabbatical Leave before completing this form.)

Name _________________________ School ___________________ Assignment ___________________

Period to be Covered During Sabbatical Leave

(From) ________ (To) ________ Type of Sabbatical Leave Desired _____________

Purpose of Leave (Be specific as to: the purposes you desire to pursue; the location(s) of your activities; college courses you intend to take; the relationship of your activities to the type of Sabbatical Leave which you have indicated above, etc. (Attach additional pages if necessary.)

________________________________________________________________________

________________________________________________________________________

Employment during Leave (If you intend to work during your leave in addition to the Sabbatical Leave activities described above, please indicate the nature and extent of this employment.)

________________________________________________________________________

________________________________________________________________________

I understand that if I fail to satisfactorily complete the terms of this application, the District may deduct any portions of the compensation for my leave period. I further understand that I must receive District approval for any employment I undertake while on Sabbatical Leave which is in addition to the employment plans listed above.

Employee's Signature __________________________ Date ____________

Recommended? ________ Principal Signature __________________________ Date ____________

(Original copy to Personnel Office)

(Submit to Personnel Office in duplicate)
Orange Unified School District
PERSONAL NECESSITY LEAVE FORM

LEAVE/ABSENCE INFORMATION FORM

Note: Some types of leave or absence require that employees provide advance notice or secure prior approval. This form may be used to confirm these details. (This form is not to be used for requesting unpaid leave. Another form is available for this purpose.)

WORK CLASSIFIED ( )
EMPLOYEE'S NAME ________________________________ LOCATION _________________ CERTIFICATED ( )

NUMBER OF DAYS OF EXPECTED LEAVE/ABSENCE: ___________________________________________

DATES OF EXPECTED LEAVE/ABSENCE: _______________________________________________________

EMPLOYEE'S SIGNATURE ________________________________ DATE SUBMITTED ____________

Original - Employee Pink - Supervisor Yellow - Attach to Absence Affidavit

OUSD 98026 - 11/86
Certification may be made by a licensed physician and surgeon, osteopath, chiropractor, dentist, podiatrist, optometrist, or an authorized medical officer of a United States' Government facility. Please complete the appropriate statement(s).

TO BE COMPLETED BY PHYSICIAN: RE: _________________________

1. I attended the patient for his/her present medical problem from: (date) ___________ to (date) ___________, at intervals of __________________________________________.

2. State the nature, severity, and bodily extent of the incapacitating disease or injury:

3. Diagnosis confirmed by X-Ray or other test? YES NO

FINDINGS: _______________________________________________

4. Is this patient now pregnant or has she been pregnant since the date of treatment as reported above? YES NO

If YES, date pregnancy terminated or future EDC ____________

Is the maternity care routine? YES NO

If NO, state nature and severity of maternal pathology _______________

5. Surgery: Performed _______ To be performed _______

Type of surgery ____________________________

   (date) _______ (date) _______

6. Has the patient at any time during your attendance for this medical problem, been incapable of performing his/her regular work? YES NO

If YES, this disability commenced on (date) _______________

7. Approximate date, in your opinion, disability (if any) should end or has ended sufficiently to permit patient to resume regular or customary work (date) __________________

COMMENTS:

8. In what hospital was or is patient confined as a registered bed patient? Hospital name __________________________

Hospital address ________________________________________

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VERIFICATION OF DISABILITY (CONT)

9. Date entered as a registered bed patient and discharged from such hospital pursuant to your orders:
   Date entered _______________________
   Date still confined __________________
   Date discharged ____________________

10. I hereby certify that the above statements, in my opinion, truly describe the patient's disability (if any) and the estimated duration thereof, and that I am a ____________________________, licensed to practice by the state of ________________.

   (print or type physician's name)  (state license #)

   (telephone)  __________________________

   (business address)  __________________________

   (physician's signature)  __________________________
   (date)  __________________________
SAFETY CONDITION REPORT

Orange Unified School District

Name______________________________________Work Location __________

Position Title ____________________________________________

(1) State exact location of possible unsafe or hazardous condition:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

(2) Describe the possible unsafe or hazardous condition; be specific:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

(3) Suggest methods that would correct above stated condition:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Employee Signature______________________________Date

(4) Date received by immediate Supervisor _______________

(5) Response of Immediate Supervisor ____________________

Signature of Supervisor______________________________Date

Signature of Employee______________________________Date

Contract Agreement: OUEA - Article 5
                  CSEA - Article 7

White - Insurance Office
Yellow - Supervisor
Pink - Employee
JOB FUNCTION, JOB TARGETS, ASSESSMENT AND CONSTRAINTS

Name of Evaluatee ____________________________

Statement of conditions or constraints affecting the evaluatee's performance:

PERFORMANCE AREAS
(Job Description)  JOB TARGETS  ASSESSMENT PROCEDURES

White copy - Evaluator; Yellow copy - Evaluatee
## JOB FUNCTION, JOB TARGETS, ASSESSMENT AND CONSTRAINTS

<table>
<thead>
<tr>
<th>PERFORMANCE AREAS</th>
<th>JOB TARGETS</th>
<th>ASSESSMENT PROCEDURES</th>
</tr>
</thead>
</table>

*White copy - Evaluator; Yellow copy - Evaluatee*
<table>
<thead>
<tr>
<th>Name of Evaluatee</th>
<th>Form #1 (Continued)</th>
<th>Evaluation of Certificated Personnel O.U.S.D.</th>
</tr>
</thead>
</table>

**JOB FUNCTION, JOB TARGETS, ASSESSMENT AND CONSTRAINTS**

<table>
<thead>
<tr>
<th>PERFORMANCE AREAS (Job Description)</th>
<th>JOB TARGETS</th>
<th>ASSESSMENT PROCEDURES</th>
</tr>
</thead>
</table>

White copy - Evaluator; Yellow copy - Evaluatee

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**JOB TARGET RATING FORM**

1. Results Exceeded Expectations
2. Results Meet Expectations
3. Results Below Expectations
4. Partial Results Indicate Completion Likely By The End Of The School Year
5. Partial Results Indicate Completion Will Not Be Possible By The End Of The School Year

<table>
<thead>
<tr>
<th>Obj.#</th>
<th>DESCRIPTION OF ACCOMPLISHMENTS</th>
<th>Evaluatee Rating</th>
<th>Evaluator Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

White copy - Evaluator; Yellow copy - Evaluatee
FORM #3-A
ORANGE UNIFIED SCHOOL DISTRICT
FINAL EVALUATION AND RATING FORM

Name __________________________________________
School _________________________________________
School Year ____________________________ Teaching Assignment ___________________________

<table>
<thead>
<tr>
<th>1. INSTRUCTIONAL SKILLS</th>
<th>Meets District Standards</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Shows evidence of preliminary diagnosis of students</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Analyzes learning &amp; presents to students in logical order</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Teaches to one objective</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Involves students in lesson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Consistently checks for student understanding and adjusts instruction when necessary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Motivates students to learn</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Plans and teaches for retention</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Demonstrates effective classroom standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Demonstrates effective management (adequate detail given in preparation of materials, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>j. Reviews learning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>k. Makes appropriate homework assignments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>l. Follows approved Course of Study</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>m. Prepares appropriate lesson plans</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 11. MANAGEMENT SKILLS |  |
|-----------------------|  |
| a. Communication |  |
| b. Discipline, student control |  |
| c. Decision-making (judgement) |  |
| d. Initiative |  |
| e. Flexibility |  |
| f. Consistency |  |

| 11. PERSONAL AND PROFESSIONAL CHARACTERISTICS |  |
|---------------------------------------------|  |
| a. Human Relations |  |
| b. Health |  |
| c. Personal appearance |  |
| d. Speech, voice and language |  |
| e. Knowledge |  |

| IV. SUPPORTS DISTRICT AND SCHOOL GOALS, PLANS, POLICIES & PROCEDURES |  |

OVERALL PERFORMANCE SUMMARY
(Completed by evaluator based on personal appraisal and the contents of the Certificated Employee Appraisal folder.)

<table>
<thead>
<tr>
<th>MEETS WITH DISTRICT STANDARDS</th>
<th>NEEDS IMPROVEMENT</th>
<th>UNSATISFACTORY</th>
</tr>
</thead>
</table>

Comments:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

STATUS OF EMPLOYMENT

This employee has tenure.

This employee is probationary, temporary or a long-term substitute. (Circle appropriate term.)

A contract for next year will be recommended.

Re-employment will not be recommended.

EVALUATEE STATEMENT:

I acknowledge that I have seen the above evaluation. I understand that my signature does not necessarily mean that I agree with this evaluation, but that I acknowledge receipt of a copy of it.

Final Evaluation and Rating Conference held ____________________________ (Evaluatee)
on ____________________________ (Evaluator)

Distribution of Copies: White (Original) - Official Personnel File / Yellow - Evaluatee / Pink - Evaluator
Revised 7/81

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FORM 31-B
ORANGE UNIFIED SCHOOL DISTRICT
COMPLEMENTARY EVALUATION AND RATING REPORT

Name ____________________________ School ____________________________
School Year ____________________________ Teaching Assignment ____________________________

<table>
<thead>
<tr>
<th>Meets District Needs</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

I. INSTRUCTIONAL SKILLS

a. Shows evidence of preliminary diagnosis of students
b. Analyzes learning & presents to students in logical order
c. Teaches to one objective
d. Involves students in lesson
e. Consistently checks for student understanding and adjusts instruction when necessary
f. Motivates students to learn
g. Plans and teaches for retention
h. Demonstrates effective classroom standards
i. Demonstrates effective management (adequate detail given ahead of time in preparation of materials, etc.)
j. Reviews learnings
k. Makes appropriate homework assignments
l. Follows approved Course of Study
m. Prepares appropriate lesson plans

II. MANAGEMENT SKILLS

a. Communication
b. Discipline, student control
c. Decision-making (judgment)
d. Initiative
e. Flexibility
f. Consistency

III. PERSONAL AND PROFESSIONAL CHARACTERISTICS

a. Human Relations
b. Health
c. Personal appearance
d. Speech, Voice and Language
e. Knowledge

IV. SUPPORTS DISTRICT AND SCHOOL GOALS, PLANS, POLICIES, PROCEDURES

OVERALL PERFORMANCE SUMMARY
(Completed by evaluator based on personal appraisal and the contents of the Certificated Employee Appraisal folder)

[ ] MEETS WITH DISTRICT STANDARDS [ ] NEEDS IMPROVEMENT [ ] UNSATISFACTORY

Comments: ____________________________

Original Copy - Primary Evaluator
Second Copy - Contributing Evaluator

10/80
ORANGE UNIFIED SCHOOL DISTRICT

Name of Grievant ____________________________ Grievance Number ____________________________

Position of Grievant in District ____________________________ Work Location of Grievant ____________________________

General Directions: Each section of this form is to be completed by the appropriate person. If additional space is needed, or if pertinent documents are to be considered as part of the grievance, attachments to this form should be made. Each party is responsible for making and keeping photostatic copies of this document which is to be considered as original.

LEVEL I

(1) Provision(s) of Agreement in Dispute: ____________________________________________________________

(2) Statement of Grievance: ____________________________________________________________

(3) Remedy Sought: ____________________________________________________________

Signature of Grievant ____________________________ Date of Filing of Grievance ____________________________

Date Received by Immediate Supervisor ____________________________ Date Conference Held (if any)__________________________

(4) Response of Immediate Supervisor: ____________________________________________________________

Signature of Supervisor ____________________________ Date of Response ____________________________

Signature of Grievant ____________________________ Date of Receipt of Level I Response ____________________________

LEVEL II

(1) Signature of Grievant Signifying Appeal of Level I Decision ____________________________ Date of Submission of Appeal ____________________________

(2) Date Received by Superintendent or Designee ____________________________ Date Conference Held (if any) ____________________________
ORANGE UNIFIED SCHOOL DISTRICT

Request For Personal Property Reimbursement

NAME ____________________________ DATE ____________________________

WORK LOCATION __________________ ASSIGNMENT __________________

Describe loss, damage, or destruction of personal property (list make, model and serial numbers if applicable) __________________________________________________________

__________________________________________________________________________

Last known location of above described personal property and approximate time of loss, damage, or destruction __________________________________________________________

__________________________________________________________________________

Estimated cost of repair or replacement $ __________________

(Attach verifying estimates)

Name of your Insurance Carrier (Homeowners/Automobile) ____________________________

__________________________________________________________________________

Address ____________________________

Street __________________ City __ State ______ Zip __

Policy Number __________________

Prior written approval of supervisor? Yes ______ No ______

I understand that by filing this claim I subrogate to the Orange Unified School District any right which I may have to recover compensation for any loss, damage, or destruction of the herein described personal property.

__________________________________________
Employee Signature

__________________________________________
Principal/Supervisor Signature

WHITE/BUSINESS SERVICES YELLOW/PRINCIPAL-SUPERVISOR

(Please attach copy of Personal Property Registration) (7/77)

OUSD #98036

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ORANGE UNIFIED SCHOOL DISTRICT
Reconciliation Form - Title IX, P.L. 92-318

Grievance #: ____________________ Date: ____________________

Name of Greviant ________________________________________________

Building ____________________ Assignment ________________________

1. Date Cause of Grievance Occurred ________________________________

2. Statement of Grievance _________________________________________

3. Identify Specific Provision of the Law or Regulations Violated

4. Identify Specific Relief Sought ___________________________________

_________________________________  __________________________
Signature                           Date

Disposition by Responsible Official _______________________________________

_________________________________  __________________________
Signature                           Date

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STUDENT-EMPLOYEE-VISITOR-ACCIDENT REPORT

NOTE. THIS DOCUMENT IS TO BE USED BY THE DISTRICT FOR LEGAL REVIEW AND NO COPIES MAY BE DISTRIBUTED.

COMPLETE AND SUBMIT THIS FORM TO THE BUSINESS SERVICES OFFICE WITHIN 24 HOURS.

IN CASE OF SERIOUS INJURIES, A TELEPHONE REPORT IS TO BE MADE IMMEDIATELY.

PERSONAL

Name of Injured: First Middle Last Social Security Number

Address of Injured

City Zip

Male □ Female □

STUDENTS

Grade Level

Regular Student □ Work Experience □ Classified □ Certified □

EMPLOYEES

Job Title

Full Time □ Part Time □

ADDITIONAL MEDICAL CARE

Private Doctor? □ Paramedic? □ Emergency Room □ Medical Clinic? □

Date of Injury

Time A.M. □ P.M. □ Was Injured Unable To Work on any day after injury? □ Yes □ No □

Did Injured Leave School or Worksite? □ Yes, Date □ No

Was Witness Present? □ Yes □ No □

Report Completed By

Title

Supervisor's Comments

Reviewed By Administrator

Date

White, Yellow & Pink Copy to Business Office

Retain Goldenrod Copy at School or Work Location

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EMPLOYEE'S CHOICE OF PHYSICIAN

The Workers' Compensation Law states that an employee may select his/her personal physician to treat work related injuries or illnesses. ("Personal Physician" is defined by this law as the employee's regular physician and surgeon, who retains the employee's medical records.) This law also stipulates that the notice of such selection be given to the employer in writing prior to an injury and that the employee sign the written notice.

TO THE DOCTOR:

__________________________ Has indicated that he/she wishes to be treated by you in case of an occupational injury or illness. If you are willing to treat this aforementioned person for such injury or illness, to abide by the present workers' compensation fee schedule, and to furnish the required reports and forms to the Division of Labor Statistics and to the Orange Unified School District within the required five day period, please complete the information below and sign on the line indicated.

Doctor's Name & Address: __________________________________________

Telephone: ______________________ Date _____________

Signature: ______________________

TO THE EMPLOYEE:

Please read the following statement, sign your name on the line provided, and take this form to your doctor. Then, please return the form to the Workers' Compensation Office, so that it may be placed in your personnel file.

I understand that this form, bearing the signatures of both my physician and me, is a valid prior notification of the selection of my personal physician for treatment of occupational injury or illness.

Employee's Signature: ______________________ Date _____________

---------------------------------------------
FOR SCHOOL DISTRICT USE ONLY

Received By: ______________________ Date _____________ Cert. _____________

Workers' Compensation Office

Class. _____________
ORANGE UNIFIED SCHOOL DISTRICT
PERSONNEL SERVICES

NOTICE OF INTENT TO CHANGE SALARY COLUMN

This form is to provide notice of a salary column change. Please enter the necessary information, have your principal or supervisor sign below to verify filing date and forward the white and yellow copy to the Certificated Personnel Office.

Retain the pink copy for your file. The yellow copy will be returned to you noting receipt by the Personnel Office.

Name _______________________________ Date ____________________

Assignment __________________________ Location __________________

Grade/Subject __________________________

1. I plan to complete _____ semester units of coursework that will enable me to advance to column_____ on the salary scale.

2. My present salary placement: Column_____; Step_____

PLEASE NOTE: All coursework must meet the Salary Classification Guidelines in the current "Certificated Agreement". All coursework affecting salary column advancement must be audited by the Certificated Personnel Office. Verification will be based upon provisions of Appendix C, 1 (A) of the Collective Agreement. Placement on the new column becomes effective on the first of the month following official verification and is not retroactive.

Employee Signature: __________________________ Date ________________

Principal/Supervisor Signature __________________________ Date ________________

RECEIVED PERSONNEL OFFICE: ________________________________

BY: ________________________________

1/89
Orange Unified School District  
REQUEST FOR PRIOR APPROVAL OF UNITS CREDITABLE  
TOWARDS COLUMN C WITHOUT MASTER'S DEGREE

<table>
<thead>
<tr>
<th>NAME</th>
<th>CURRENT LOCATION/ASSIGNMENT</th>
</tr>
</thead>
</table>

I hereby request prior approval for the below listed course(s) to be credited for salary advancement to Column C without a Master's Degree.

<table>
<thead>
<tr>
<th>Dept.</th>
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NOTE:  
1. All coursework must be upper division or graduate level courses.  
2. All courses must be in compliance with the regulations sent forth in the current Collective Agreement (see reverse side).

(Employee's Signature)  
(Date)

Distribution: Original & Yellow copy-Certificated Personnel Pink copy-Retained by Employee Upon approval, yellow copy shall be returned to employee.

(Side B)

In order to advance beyond column B without a Master's Degree, coursework started after June 15, 1978 for units beyond 45 must be upper division or graduate level courses that have prior approval of the Board of Education or their designee, and must conform to the following guidelines:

1. Units shall be taken in an accredited four-year, teacher-training institution.
2. Units shall be taken in a subject directly related to the teaching assignment.
3. Units shall be taken in a subject directly related to a person's major or minor.
4. Units may be considered in a subject directly related to an advanced degree in professional education.
5. Units shall be taken in a subject directly related to an additional credential authorized by the California Commission on Teacher Preparation and Licensing.
6. Units may be taken in a Board authorized, professional activity. Credit equivalencies will be adopted at the time of such Board action.
7. When coursework which is taken for credit over the period of a weekend has been cancelled or modified after the unit member has arrived on site, the unit member may take alternate coursework and assume the risk of not receiving approval. However, such employee may thereafter seek approval if such work fits the above criteria.
ORANGE UNIFIED SCHOOL DISTRICT
PERSONAL PROPERTY REGISTRATION
EMPLOYEE/STUDENT

EMPLOYEE/STUDENT NAME: ________________________________

LOCATION/SCHOOL: ______________________________________

DESCRIPTION OF PERSONAL PROPERTY: ____________________

MAKE: ___________________ MODEL: _____________________

MANUFACTURER: ________________ SERIAL NUMBER: __________

REPLACEMENT VALUE: ______________________________________
(agreed upon by employee/parent and school)

IS ITEM INSURED BY PERSONAL INSURANCE? YES ______ NO ______

Insurance Carrier: ______________________________________

Policy Number: ______________________________________

LENGTH OF TIME PROPERTY WILL BE AT SCHOOL:

From: ________________ To: ________________

LOCATION OF PROPERTY AT SCHOOL: ________________________

EDUCATIONAL PURPOSE FOR PERSONAL PROPERTY:

________________________________________________________

________________________________________________________

SIGNATURE: ______________________ DATE: ______________
(Employee/Parent/Guardian)

ADDRESS: ____________________________________________

HOME PHONE: _________________________________________

I certify that to the best of my knowledge the information listed above and
the date of registration for this personal property is correct.

PRINCIPAL/SUPERVISOR: _______________________ DATE: ______

White - Insurance Department
Pink - School/Department file
Yellow- Employee/Student
OUSD 98035 - Rev. 10/84
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