

**OROVILLE UNION HIGH SCHOOL DISTRICT  
2211 WASHINGTON AVENUE  
OROVILLE, CA 95966**

**AGREEMENT BETWEEN**

**THE OROVILLE UNION HIGH SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**AND**

**OROVILLE SECONDARY TEACHERS ASSOCIATION**

**COVERING RECOGNIZED UNIT MEMBERS EMPLOYED  
FOR THE REGULAR SCHOOL YEAR**

**2019-2020**

**Updated: January 23, 2020**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Agreement .....	1
II	Recognition .....	2
IIA	Non-Discrimination .....	2
III	Maintenance of Benefits .....	2
IV	Negotiation Procedure .....	2
V	Association Rights .....	3
VI	Grievance Procedures .....	5
VII	Hours and Days of Employment .....	8
VIII	Class Size .....	12
IX	Safety Conditions of Employment .....	13
X	Transfers .....	14
XI	Unit Member Travel .....	15
XII	Physical Examinations .....	16
XIII	Evaluation of Unit Members .....	16
XIV	Adult School Employees .....	19
XV	Personnel Files .....	21
XVI	Complaints Regarding Unit Members .....	22
XVII	Leaves .....	23
XVIII	Salaries .....	32
XIX	Unit Member Benefits .....	33
XX	Part-Time Employment with Full Retirement Credit .....	34
XXI	Statutory Changes .....	35
XXII	Savings .....	35
XXIII	Academic Freedom .....	36
XXIV	District Rights and Responsibilities .....	37
XXV	Peer Assessment and Review (PAR) .....	37
XXVI	Professional Development Block Grant .....	44
Appendix A	Classification Requirements for Certificated Unit Members	
Appendix B	Certificated Salary Schedule	
Appendix C	Extra-Duty Salary Schedule	
Appendix D	Adult Ed Salary Schedule	
Appendix E-H	Evaluation Forms	
Appendix I	Grievance Forms	
Appendix J	School Calendar	

**ARTICLE I  
AGREEMENT**

1. The articles and provisions contained herein constitute a bilateral and binding agreement (AGREEMENT) by and between the Governing Board of the Oroville Union High School District (BOARD) and the OSTA/CTA/NEA (ASSOCIATION) the employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Article I, Sections 3540-3549 of the Government Code (ACT). It is the purpose of this Agreement to promote the improvement of personnel management and employee-employer relations within the Oroville Union High School District by providing a uniform basis for recognizing the right of public school employees to join organizations of their own choice and to be represented by such organizations in their professional and employment relationships with the governing Board and to afford certificated employees a voice in the formulation of educational policy.
3. This Agreement shall remain in full force and effect until June 30, 2022.
4. There will be an Annual re-opener on salary and up to two additional Articles elected by each party.

SIGNED AND ENTERED INTO THIS: 23<sup>rd</sup> day of January, 2020.

FOR THE DISTRICT

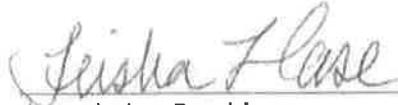


\_\_\_\_\_  
Board President



\_\_\_\_\_  
Superintendent

FOR THE ASSOCIATION:



\_\_\_\_\_  
Association President



\_\_\_\_\_  
Head Negotiator

## **ARTICLE II RECOGNITION**

For the purpose of meeting and negotiating, the Board recognizes the Oroville Secondary Teachers Association/California Teachers Association/National Education Association as the exclusive representative for “a unit of all certificated regular day school and full time adult school employees and excludes confidential and supervisory employees,” as defined in Act (Section 3540.1) – e.g. Superintendent, Assistant Superintendents, Principals, Assistant Principals and District Psychologists. Articles VII, VIII, X, and XI do not apply to adult education bargaining unit members. All other articles of this Agreement shall apply to adult education bargaining unit employees.

### **ARTICLE II A NON-DISCRIMINATION**

All articles and provisions of this agreement shall be applied equally to all unit members. No unit member shall be discriminated against due to race; color; national origin; ancestry; religion; creed; sex (including pregnancy, childbirth, breast-feeding, and related medical conditions); disability (mental and physical); age (40 and older); citizenship status; genetic information; marital status; sexual orientation; gender identity and gender expression; AIDS/HIV; medical condition; political activities or affiliations; military and veterans status; victim of domestic violence, assault or stalking, or participation in Association activities.

### **ARTICLE III MAINTENANCE OF BENEFITS**

The Board shall not reduce or eliminate any current provisions, Board policies, and/or rules and regulations within the scope of representation as defined by Chapter 10.7 Section 3543.2 of the Government Code provided unit members as of the effective date of this Agreement, unless otherwise provided by the express terms of this Agreement.

### **ARTICLE IV NEGOTIATION PROCEDURE**

1. No later than the first Board meeting in February of each calendar year, both parties will have submitted their initial proposal for public input. No later than March 1 of each calendar year, both parties shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by them. Such agreement shall be binding upon both parties.
2. The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
3. Either party may utilize the services of outside consultants to assist in the negotiations.
4. The Board shall furnish the Association, upon request, with a copy of all County and State required reports, as well as copies of all budgetary and any other information that the Board or the Administration has which are necessary for the Association to fulfill its role as the exclusive bargaining representative.

5. Negotiations shall occur within five (5) working days of a written request for a meeting by either party at a mutually agreeable time and place.
  - A. Items under negotiation which have been rejected by the Board shall be communicated with the Board's reason(s) for such rejection, to the Association's bargaining team, and vice versa.
  - B. Upon receipt of same, both parties have an obligation to review and reassess in good faith all available information and to seek additional information, if needed, in an effort to arrive at a mutually-acceptable decision.
6. The District shall provide substitutes for five (5) representatives of the Association's bargaining team, without loss of compensation, to attend negotiations, impasse proceedings, and fact-finding hearings.
7. The parties may mutually agree to negotiate any matter using interest-based bargaining (IBB) during the term of this Agreement.

## **ARTICLE V ASSOCIATION RIGHTS**

1. Purpose: The purpose of this Article is to comply with the provisions of Chapter 21, Stats. 2017 (AB 119) regarding OSTA's right of access to specified information for new employees, access to orientation sessions with new employees, as well as provision of information regarding current employees.
2. New Bargaining Unit Orientation/Onboarding Sessions
  - A. The District will provide to the Association President and to the Association designee advanced written notice of the date, time and location via email or certified mail of all new Bargaining Unit Member orientation sessions. For the annual orientation session(s), the District will provide such notice to the Association no less than twenty-one (21) calendar days prior to the orientation session(s). For other orientation sessions that may occur throughout the year, such notice of the date, time and location shall be provided to the Association with as much notice as possible, but no less than ten (10) days prior to the new bargaining unit member orientation session. In the event the District is unable to comply with the stated amount of advanced notice due to an urgent need critical to the employer's operations, the Association will be provided as much notice as possible. The Association shall notify the district of its representative plus one alternate in the event the representative is not available to meet at the designated time.
  - B. In the event the new bargaining unit member orientation session takes place during a normal contractual work day, one Association representative will be provided released time, without loss of compensation, to attend the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. If such release is not feasible due to an urgent need critical to the employer's operations, the District will work with the Association to reschedule an Association orientation meeting with the new hire(s). The Association shall inform the District in advance of its designated representative(s). If the District schedules the new employee orientation during the Association representative's preparation period, the representative will earn a compensation period.

- C. During all new bargaining unit orientation sessions, the Association will be provided at least sixty (60) minutes of uninterrupted time to communicate with the new Bargaining Unit Member(s), without the presence of District staff. The start-of-school new employee orientation shall not be placed at the end of a session day unless the Association requests to be placed at the end of the agenda.
  - D. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations sessions and will have access to District audio visual equipment for Association presentations. CTA endorsed vendors and CTA staff will not create a distraction or interruption of the District's time during the session. The Association will provide the district two working days' notice of the audio visual equipment needed for the orientation, unless timelines are shortened due to an urgent need critical to the employer's operations.
  - E. The Association will provide the District with the names of its elected officers and site representatives and may provide additional information for the District to include with the new employee information packets
3. Within thirty days of hiring a new bargaining unit member, the District will provide the following information to the Association president in *digital Excel format*, sorted by seniority date:
- 1) Name
  - 2) Home address
  - 3) Phone numbers: work, home, cell
  - 4) Personal (non-District) email address
  - 5) School site
  - 6) Assignment
  - 7) Seniority date (defined as first date of paid service in a probationary position)
  - 8) Full-time equivalent status
  - 9) Employment status (i.e., probationary, permanent, temporary, etc.)
  - 10) Type of credential(s) (i.e., clear, preliminary, short-term staff permit, provisional intern permit ["PIP"] or college internship, etc.)
4. In addition, on the last working day of August, November, February, and May, the District will provide to the Association president the following information in *digital Excel format* for all bargaining unit members:
- 1) Name
  - 2) Home address
  - 3) Phone numbers (work, home and cellular)
  - 4) Personal (non-district) phone number
  - 5) School site
  - 6) Assignment
  - 7) Seniority date (defined as first date of paid service in a probationary position)
  - 8) Full-time equivalent status
  - 9) Employment status
  - 10) Type of credential ((i.e., clear, preliminary, short-term staff permit, provisional intern permit ["PIP"] or college internship, etc.)

- 11) Indication of any Bargaining Unit Member on Leave of Absence
  - 12) Indication of whether the District is deducting dues for membership in the Association
5. The OSTA President will be entitled to up to eight (8) days per year of release time to conduct Association business as needed and requested. These days shall be in addition to the three (3) Association Leave days provided in Article XVII. The first four (4) days will be at District expense; the fifth (5<sup>th</sup>) and six (6<sup>th</sup>) days will be reimbursed to the District by OSTA at the cost of a substitute; the seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) days, if needed will be at District expense. The President shall provide at least three (3) work days' advanced notice to the Superintendent of his/her intent to use such leave.

## ARTICLE VI GRIEVANCE PROCEDURES

### 1. DEFINITIONS

- A. **Grievance:** A grievance is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement. A grievance must be filed at Level One of the formal level within fifteen (15) days of the date the grievant knew, or reasonably should have known, about the occurrence of the alleged grievance.
- B. **Conferee:** A conferee is a fellow employee, department head, supervisory administrator, employee organization representative or legal counsel.
- C. **Grievant:** A grievant may be any unit member, employee, group of unit members or the Association of the District covered by the terms of this Agreement.
- D. **Day:** A day is any workday for the unit member.
- E. **Grievance Form:** A grievance form is a mutually acceptable form developed by both parties to this contract.
- F. **Party:** A party is the District, the grievant or their designated representatives.

### 2. INFORMAL LEVEL

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

### 3. FORMAL LEVEL

- A. **Level One:** If a satisfactory solution is not achieved at the informal level, the grievant may, within ten (10) days after the informal conference, present his/her grievances on the appropriate grievance form to his/her principal or supervisor. The form shall provide for the following information: A clear, concise statement of the grievance, the circumstances and people involved, the specific article, section or clause of the agreement allegedly violated, the decision rendered at the informal conference, and the specific remedy sought.

- 1) The principal or supervisor shall communicate his/her decision to the employee in writing within five (5) days after receiving the grievance. If the principal/supervisor does not respond within the time limit, the grievant may appeal to the next level. Within the above limits, either party may request and shall be granted a personal conference. Either party may request the presence of one conferee.
- B. **Level Two:** If the grievant is not satisfied with the decision at Level One, he may within ten (10) days appeal the decision in writing to the District Superintendent. The written appeal request shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The District Superintendent shall communicate his decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level. Within the above time limits, either party may request and shall be granted a personal conference. Either party may request the presence of one conferee.
- C. **Level Three:** If not satisfied with the decision at Level II, the grievant may, within ten (10) days, submit a written request for mediation of the grievance. In this event the District shall, within five (5) days, submit to the California State Mediation and Conciliation Service a written request for the services of a mediator.
- 1) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.
  - 2) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal for the grievance.
  - 3) The District and the Association have agreed that Level III may be waived by mutual agreement.
- D. **Level Four:** If the grievant is not satisfied with the decision rendered at Level Two, or if no written decision has been rendered within ten (10) days of the meeting with the Superintendent or his designee or if not satisfied with the Level III mediation process, the grievant may, within a 10-day period after the timelines for Level III has elapsed, or mediation has been completed, submit a request in writing to the Superintendent for arbitration of the dispute. An impartial arbitrator shall be selected jointly by the grievant and, the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the American Arbitration Association shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one (1) remains. The fees and expenses of the arbitrator and a court recorder, if required by the arbitrator, shall be shared equally between the District and the grievant. Additional expenses shall be borne by the party incurring such expenses.

The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement, and shall limit his decision to the application and interpretation of its provisions. After reviewing the evidence, the arbitrator shall submit to the District and to the grievant, his findings and recommendations in writing. His decision shall be binding unless overturned by judicial review.

#### **4. WAIVER OF ARBITRATION**

A grievant may waive the arbitration step and request that the District Board hold a hearing on the grievance and render a final decision.

#### **5. JUDICIAL REVIEW**

Nothing in this Article precludes a party from exercising his/her/its constitutional rights to have access to judicial review.

#### **6. GUIDELINES**

- A. A grievant may be represented at all stages of the grievance procedures up to the arbitrational level by him/herself, or, at his/her option, by a conferee of the Association. If the grievant is not represented by the Association or its conferee, the Association shall still have the right to be present and to state its views at all stages of the grievance procedure. In the event a grievant chooses self-representation, no final resolution of a grievance shall be made by the District until the Association has received a copy of the grievance, any proposed solution, and has been provided an opportunity to file a written response. The Association must exercise its response privilege within ten (10) days of the receipt of the grievance and proposed solution.
- B. Nothing in this Article shall be construed as preventing any party to a grievance from being represented by or seeking the advice and counsel of a conferee of their choice.
- C. All communications required to be in writing shall be served by the United States Mail or delivered personally and shall be acknowledged by a signed receipt notice.
- D. Unit members required to be absent from their duties when directly involved in a grievance hearing as an Association representative or witness shall not suffer any loss of pay.
- E. A grievance file separate from all other employment records shall be maintained at the District Office for each grievance. All written materials relating to the grievance shall be maintained in this file.
- F. Forms for filing and processing grievances shall be prepared by the District Office in consultation with the Association, and copies shall be available at each school site office.
- G. Timelines as stated in the grievance procedure are maximums. Every effort should be made to expedite a grievance as quickly as feasible. If the grievance is filed at a time when summer schedules would make its resolution difficult, its processing may, by mutual consent, be held over until the opening of school in the fall.
- H. A grievance filed against a Level Two supervisor shall have its first hearing at the Level Two step of this procedure.

- I. The Association may, as an Association, grieve a contract right that is inherent to the Association as an entity, but a condition of employment must be initiated by a unit member or members.

## **ARTICLE VII HOURS AND DAYS OF EMPLOYMENT**

1. A unit member is a professional person whose responsibility of employment is based on educational service rendered rather than a specified number of working hours. Not all professional duties can or need be performed at the school site. Therefore, the total length of the unit member day, including preparation time and duty-free lunch, shall not exceed seven (7) hours and thirty (30) minutes per day. The specific times to report to and leave from school will be mutually established at each school and will be indicated in the Faculty Handbook.
  - A. The work day of the school social worker shall be seven hours (7) and thirty (30) minutes per day (inclusive of a thirty [30] minute duty-free lunch) on a daily schedule that is based on the needs of the position and which may vary from day to day as determined by the unit member and the administrator.
2. On days when unit members are scheduled to work but the students are not scheduled to be present, or on days of an emergency release of students or on minimum student days, the work day shall be seven and one-half (7-1/2) for all unit members, (inclusive of a thirty [30] minute duty-free lunch period) unless otherwise reduced by the District Management.
3. All unit members shall be entitled to a thirty (30) minute duty-free lunch period. Unit members may leave the school grounds during their lunch period.
4. Within the above required time period, unit members are responsible for other duties during the day. These duties will be assigned by the Administration as fairly and equally as is possible in meeting the needs of the school.
5. Each unit member will be responsible for participation in one back-to-school night and may be responsible for the supervision of one dance per year. (Refer to Paragraph Eleven (11) for unit members with less than a full-time assignment.)
  - A. School site principal may assign six (6) unit members including advisors per dance for only six (6) dances per year. For combined dances (2 per year) the total unit member supervision requirement will be twelve (12). Any additional dances that will require supervision will be acquired by the sponsoring clubs or group, and that supervision will be subject to the approval of the site principal.
  - B. Dance Duty assignments will be made by lottery after positions are filled by volunteers. Class advisors will not be considered volunteers. A unit member selected by lottery to fill a dance duty position will be placed into the lottery for the following year only if there are not enough unit members in the lottery to fill the positions that year.

- C. Unit members assigned to supervise a dance may trade with another teacher for another assigned duty, i.e., yard duty, lunch duty, bus duty, etc. with the approval of the site principal.
- 6. Upon reasonable request by the Administration, unit members shall be responsible for other duties such as program development, professional growth activities, parent conference, committee assignments, faculty and district meetings, and special help to students.
- 7. Each full-time unit member, with the exception of counselors, librarians, and school social workers shall teach a maximum of five regular teaching periods per day. Each full-time unit member, with the exception of counselors, librarians, and school social workers shall have (under the six (6) period schedule) at least one (1) preparation period every day which is duty free and equivalent in length to that of a regular teaching period. Only during a unit member's preparation period, he/she may be asked to volunteer, but he/she shall not be required to substitute for any other unit member who may be absent, with the exception of a bona fide emergency, such as a unit member's sudden illness during a class. During the consultation period, unit members will be available for student related activities.

In case of the unavailability of a substitute, unit members may voluntarily substitute for other unit members. A unit member may be asked by the site administrator to provide substitute service only during his/her preparation period. The unit member shall be compensated according to the following options:

- A. Three (3) periods of accumulated substitutions can be used as one-half ( $1/2$ ) day leave without regard to reason, subject to prior notice and scheduling approval of the site principal. Scheduling decisions by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities, requiring the presence of the bargaining unit member. If the date requested is denied by the site principal, an appeal may be filed with the superintendent.
  - B. Five (5) periods of accumulated substitutions can be used as one (1) day leave without regard to reason, subject to prior notice and scheduling approval by the site principal. Scheduling decisions by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities, requiring the presence of the bargaining unit member. If the date requested is denied by the site principal, an appeal may be filed with the superintendent.
  - C. Compensatory days for substitute periods may be accumulated from year to year, however, no more than ten (10) compensatory days may be carried over into the next school year, and no more than five (5) compensatory days may be used consecutively.
- 8. The number of scheduled work days for unit members shall be one hundred eighty-four (184) days, of which no more than one hundred eighty (180) will be student contact days, as set forth in the school Board's adopted "school calendar". Prior to the first student contact day, there will be two (2) days of in-service of which one-half ( $1/2$ ) of one (1) day shall be reserved for teacher classroom preparation. There shall also be one (1) day of in-service between semesters,

and one (1) day of in-service on the closing date of school. (If extended year funding is withdrawn, the number of work days will revert to those specified in the 1983/84 contract.)

For the in-service day between semesters, the District may have up to two and one-half (2 ½) hours for district in-service. The remainder of the day will be allocated for certificated staff to prepare for the next semester. The district agrees that if there is not a need for an in-service, the entire day will be designated for teachers to prepare for the next semester.

9. Counselors and Librarians and School Social Workers: Each full time equivalent counselor/librarian/social worker shall work the one hundred eighty-four (184) days determined by the annual school calendar. Each counselor/librarian/social worker shall be entitled to a thirty (30) minute duty-free lunch period during the seven and one-half (7 ½) hour work day. The administration may direct the counselors, and/or librarians, and or/social workers to work up to an additional maximum of five days, which will be compensated at the individual's daily rate of pay. Individual employees may choose compensation days in lieu of pay for any or all of the five days. In addition, the District may choose to offer all counselors, librarians and/or social workers up to an additional five days, and compensation offered will uniformly be either per-diem pay or compensation time, at the District's option. If the District uniformly offers per diem pay, the individual employee may choose to receive compensation time in lieu of any of all of the additional five days. The District shall notify the employees of the need for the additional days by no later than April 1<sup>st</sup>. Employees offered the extra days may choose not to work the additional second five days. Scheduling of the additional days and compensation days will be mutually agreed upon by the employee and the principle/designee.
10. The opening date of school, the closing date of school, and the established holidays shall be set by the District Superintendent in consultation with the superintendents of the elementary feeder school districts, neighboring districts and Butte College.
11. **PART-TIME EMPLOYMENT: Teachers:** Part-time employment is the number of regular teaching periods taught based on the five (5) period teaching day.

A full-time unit member's day is seven and one-half (7 ½) hours, inclusive of a thirty (30) minute duty-free lunch period. Any part-time unit member should be responsible for time on campus commensurate with the percentage of pay said unit member is receiving. Since a seven and one-half (7 ½) hour day converts to 450 minutes, and since a duty-free lunch of thirty (30) minutes reduces the actual work time to 420 minutes, this is the basis upon which the following calculations are made.

- 1/5 time unit member (.2 FTE) is responsible for 84 minutes and no duty, but one back-to- school night. ( $420 \times .2 = 84$  minutes)
- 2/5 time unit member (.4 FTE) is responsible for 168 minutes and one dance and one back-to- school night. ( $420 \times .4 = 168$  minutes)

- 3/5 time unit member (.6 FTE) is responsible for 252 minutes and full duty. (420 x .6 = 252 minutes)
  - 4/5 time unit member (.8 FTE) is responsible for 336 minutes and full duty. (420 x .8 = 336 minutes)+ 30 minute lunch
12. **PART-TIME EMPLOYMENT: Counselors, Librarians and Social Workers:** Part-time employees will be paid the proportionate amount of salary compared to a full-time assignment. Full-time for counselors, librarians, and school social workers is five days per week, seven and one-half (7 ½) hours per day, inclusive of a thirty (30) minute duty-free lunch. Part-time for counselors, librarians, and school social workers is less than five days per week and/or less than seven and one-half (7 ½) hours per day.
13. If any State and/or Federal required testing necessitates a schedule change in order to accommodate a testing schedule, paragraph #7 of Article VII will be suspended for the duration of the test.

**ATTENDING IEP's AND SECTION 504 CONFERENCES**  
*(per the May 2013 Settlement Agreement)*

1. Bargaining unit members shall attend IEP and Section 504 conferences for students that are the responsibility of the OUHSD ("District") (even if students attend programs outside the District), as required by state and federal law.
2. IEP and Section 504 meetings shall be scheduled during the regular work day. Such meetings may be scheduled during any instructional, consultation or preparation periods. Any bargaining unit member shall be allowed to leave the meeting when the IEP or Section 504 team determines that they are no longer needed whether or not a substitute teacher covers his/her class.
3. If the District believes an IEP or Section 504 meeting may extend in any part beyond the regular work day, it shall ask for volunteers to attend such meetings. If more than one bargaining unit member volunteers, the District shall allow any unit member who volunteers to attend and will pay the unit member(s) according to paragraph 6 below.
4. The District may direct bargaining unit members to attend IEP and Section 504 meetings that take place in any part after the regular work day only under the following circumstances:
  - a. The District has sought volunteers among the student's teachers and found none
  - b. If no bargaining unit member volunteers, then the District must provide five (5) school days' notice to the unit member that it directs to attend such a meeting. Any bargaining unit member shall be allowed to leave the meeting when the IEP or Section 504 team determines that they are no longer needed.
  - c. If a volunteer(s) come(s) forward after a bargaining unit member is directed to attend such a meeting, the District shall utilize the volunteer(s) instead.

5. A bargaining unit member who attends an IEP or Section 504 meeting during his/her preparation period at the direction of the District shall be compensated by a comp period.
6. A bargaining unit member who attends an IEP or Section 504 meeting that extends in any part beyond 3:15 p.m. shall be compensated the minimum amount of \$50. If the meeting extends beyond one hour in length after the end of the contractual work day, the additional time shall be compensated at the rate of \$50 per hour for each fraction of an hour that the meeting lasts. The \$50 rate of pay shall be increased by the same percentage as any future percentage wage increase of the salary schedule for the bargaining unit. For the 2014/2015 school year, this rate is \$54.59. For the 2016/2017 school year, this rate is \$58.48. For the 2017/2018 school year, this rate is \$58.92. For the 2019/2020 school year, the rate is \$63.73.
7. Under no circumstances shall a bargaining unit member be required to stay at any such meeting after 5:00 p.m.

**ARTICLE VIII  
CLASS SIZE**

The District shall have discretion to determine workloads for all unit members employed subject to the following limitations:

1. Unit members (excluding Counselors, Librarians, Athletic Directors, Activity Directors, and Specially Funded Programs) shall have a student contact cap as follows:

173 students to 1 unit member

195 students to 1 unit member in Physical Education

200 students to 1 unit member in Band/Music

30 students to 1 unit member in Independent Study/College Connection

- A. Unit members may be assigned a maximum of thirty-six (36) students per class for each class in a five (5) period teaching day. Physical Education teachers shall have a cap of forty (40) students per class for a five (5) period teaching day. Unit members in a continuation high school or community day school may be assigned a maximum of twenty-three (23) students per class in each class in a five (5) period day. The Average Daily Attendance ratio for independent study pupils to Independent Study and College Connection teachers shall not exceed thirty (30).
- B. Individual class sizes may exceed the maximums set forth in Section A of this article by mutual consent of the individual unit member, the subject area coordinator, and the site administrator. It will be executed in writing with copies filed at the site and with the OSTA Executive Board. The waiver will be in effect for one (1) semester. A waiver will not be permitted for unit members in Physical Education to go beyond the forty (40) students per class cap.
- C. Assignment of personnel shall be such that workloads are equalized within practical limits.

- D. Within any given subject area, a unit member may be assigned a class load of fewer than 173 students per day. The difference in students will be absorbed by the school site.
- E. Part Time Employed: A unit member's work load that is less than full time (FTE) will be computed as follows:
- 80% = 4 periods (138 students)
  - 60% = 3 periods (104 students)
  - 40% = 2 periods (69 students)
  - 20% = 1 period (35 students)
  - Independent Study/College Connection prorated based on hours.
- F. OUHSD shall have fifteen (15) school days beginning with the first day of the school student calendar year to bring all classes within the class size provision noted above as it relates to the student contact caps and the maximum number of students allowed per period.
2. Student to unit member ratio for Adult Education: See Article XIV.
3. The District shall employ a minimum of six (6) full time unit members as counselors beginning with the 2006/2007 school year. Initially three (3) of these counselors will be placed at each of the comprehensive high schools. Should enrollment at either of the comprehensive high schools change dramatically, the Association and District will meet to discuss alternate staffing patterns.
4. The District shall employ a minimum of one (1) librarian.

**ARTICLE IX  
SAFETY CONDITIONS OF EMPLOYMENT**

1. Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
2. Unit Member Protection
- A. The unit member and/or his/her supervisor shall report to the appropriate law enforcement authorities any incident in which said unit member is attacked, assaulted or menaced by any person or persons. A written report shall be forwarded to the Superintendent who shall act as liaison between the unit member, the police, and the courts. The unit member, upon reasonable request, shall be furnished all necessary information relating to the incident or persons involved.
- B. If criminal or civil proceedings are brought against a certificated unit member alleging that he/she committed an unlawful act in the performance of his/her duties, the Board shall defend said unit member in said action or prosecution as required by law (Government Code Article 4, Section 825), provided that the action is not brought by the Board or its agent.
- C. The Board shall continue to provide, at no cost to the unit member, total liability insurance coverage in the amount of not less than \$1,000,000 in order to protect unit members from personal loss arising from any civil suit(s) brought against them in the performance of their duties.

3. A written description of the rights and duties of all administrators and unit members with respect to student discipline, including the use of corporal punishment and the rights of suspended students, shall be presented to each unit member in writing in the teacher's handbook.
4. Nothing contained in said policy shall in any way limit the right of the unit member to use reasonable means, in connection with his/her employment, to protect himself/herself from attack, to protect another person or property or to quell a disturbance threatening physical injury to others. "In connection with his/her employment" includes, but is not necessarily limited to, any approved voluntary activity, field trip or school-sponsored event. The Board shall not take action against a unit member who uses said reasonable means.
5. All unit members will report to the principal or his/her designee any practice or condition which poses a threat to the health or safety of any person associated with the school district and will promote safe and sanitary conditions in their teaching or work areas of responsibility.

## **ARTICLE X TRANSFERS**

1. A **transfer** refers to any action which results in the movement, relocation or reassignment of a unit member to another campus which may be judged to meet fluctuations in enrollment, instructional requirements or the desire of a unit member for a change of assignments.
2. A transfer may be unit member-initiated (**voluntary**) or Board initiated (**involuntary**).
3. Whenever a vacancy for a certificated position occurs in the District at any time other than the end of the school year, including vacation periods, all unit members shall be notified thereof. For all vacancies which will occur at the end of the school year, the following procedures will be utilized.
  - A. Not later than March 15, a list of all known vacancies which will occur shall have been published by the Superintendent and copies shall be given to the Association president or his/her designated representative who shall post them in the main offices and in the faculty rooms of each school in the District. An updated list shall be made available and posted each succeeding two (2) weeks.
  - B. Applications for transfer filed by District personnel within six (6) working days of each posting shall receive first consideration.
4. **Voluntary Transfer:** A unit member may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. When the request is made for a transfer to take effect during the school year, it shall be made within ten (10) working days of the notice of the vacancy.
  - A. The filing of the request for a transfer is without prejudice to the unit member. It shall not jeopardize nor shall it be construed as an indication of dissatisfaction with his/her present assignment.
  - B. No reassignment, however, shall be requested before a conference has been held by the unit member with the principal of the school and/or the chairman of the department to which the unit member is currently assigned.

- C. Requests for transfer on file prior to posting of vacancies shall also be given consideration.
  - D. When more than one (1) unit member applies for the same position, the unit member who has seniority in the District and who has the proper credentials to perform the required services shall be given first consideration for the transfer.
  - E. Voluntary transfer requests shall be given priority consideration over involuntary transfers.
  - F. If a voluntary transfer request is denied, the unit member shall be provided with the specific reasons for the denial. All requests for the transfer on file in the District office shall become inactive on October 1 of the following school year.
5. **Involuntary Transfers:** Any transfer of unit member initiated by the administration (Board) shall be made in full cooperation with all parties concerned. Reasons for the transfer shall be given and the specific change of assignment shall have been discussed with the parties concerned, and expressly understood by those concerned, prior to any action being taken or any public announcement of contemplated action.
- A. An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to a unit member.
6. No unit member shall be transferred for cause unless the Board has fulfilled its obligation to evaluate the unit member in accord with the procedures outlined in Article XIII, "Procedures for Evaluation of Certificated Staff", of this Agreement.

## **ARTICLE XI UNIT MEMBER TRAVEL**

- 1. Schedules of unit members who are assigned to more than one (1) school shall be arranged so that no such unit member shall be required to engage in unreasonable amount of inter-school travel, such as more than one (1) trip between schools per day.
- 2. Any driving in addition to driving to and from school in the performance of regularly assigned duties in the service of the District shall be reimbursed at the prevailing Board approved rate.
- 3. Use of District-Owned Cars:
  - A. Authority for use of District-owned vehicles will be at the discretion of the Superintendent or the Board if a District vehicle is involved. At least twenty-four (24) hours advance notification will be required on such travel request.
  - B. Authority for use of district fuel will be at the discretion of the Superintendent or supervisor of transportation.
  - C. Authority for use of credit cards will be at the discretion of the Superintendent or supervisor of transportation. There should be no need to use a credit card for travel within the District or the County of Butte.

- D. If the conference, workshop or convention is of the type given in several sections within the State, the section closest to this area is the one in which travel allowance will be figured.

## **ARTICLE XII PHYSICAL EXAMINATIONS**

1. Prior to initial employment in the District, all unit members will file a certificate with the District Office, which will state examination within the past sixty (60) days and shows freedom from active tuberculosis.
2. Examinations for tuberculosis will be required every four years. Such examinations shall be paid for by the District. The examination shall consist of a chest x-ray or an approved intra-dermal tuberculin test. If an intra-dermal tuberculin test indicates a positive reaction, it shall be followed by an x-ray of the lungs. Failure to comply with the above regulation will be considered sufficient cause for withholding a pay warrant and/or dismissal of said unit member (Ed Code 49406).
3. The District Office shall notify every unit member at least one (1) month in advance of the date their next examination for tuberculosis is due.
4. The cost of any physical or mental examination required by the District of any unit member shall be paid for by the District over and above those costs paid for by the unit member's health insurance.

## **ARTICLE XIII EVALUATION OF UNIT MEMBERS**

### **1. PHILOSOPHY**

- A. It is understood and agreed by the Board and the Association that evaluation has one basic goal: A continually improving educational program for the students of the District through the growth and improvement, individually and collectively, of all unit members within the District.
- B. Therefore, District policy and procedure for the evaluation of unit members shall be based on the following premises:
  - 1) That the ultimate objective of evaluation is the continuing improvement of the total educational program. It is critical, therefore, that the responsibility for student progress be assumed by all personnel.
  - 2) That the evaluation be seen as a constructive effort, be positive in nature, be based on facts, and be frank and impartial.
  - 3) The proper emphasis and consideration be given to the importance of a suitable learning environment which requires adequate support be given the educational program in terms of class size, supplies, equipment, materials, space and supportive personnel.
  - 4) The provision shall be made for administrative and supervisory assistance designed to help all unit members within the District become more effective and efficient.

- 5) That provision shall be made in both the District budget and calendar to ensure the necessary in-service training mutually agreed upon as required to achieve respect and confidence among all unit members engaged in the evaluation process.
- 6) That no unit member shall be held accountable for any aspect of the educational program over which he/she has no authority or ability to correct deficiencies.

## **2. PROCESS**

### **A. Selection of Evaluators**

- 1) The evaluation of unit members will be performed by the Principal, the Assistant Principal or their administrative designee. The assignment of evaluators shall be the responsibility of the Principal. The Superintendent reserves the right to assign evaluators.
- 2) The unit member to be evaluated may request that a second person from the District certificated staff of his/her choosing be involved in the evaluation process.
- 3) Moreover, if in the process of the evaluation procedure, or at the conclusion thereof, the unit member being evaluated should have a significant disagreement with the evaluator(s), he/she may request a new evaluation by a professional team. The professional team of three (3) shall consist of (1) the principal or his administrative designee, (2) a member selected from the District administrative staff by the unit member to be evaluated, and (3) the appropriate Subject Area Coordinator or a unit member mutually agreed upon by the principal and the unit member being evaluated.

### **B. Time Sequence**

- 1) By October 1st the unit members that are receiving formal evaluations will receive the following:
  - a) A copy of the evaluation procedures.
  - b) Criteria upon which the evaluation is based.
  - c) Identification of the evaluator.
  - d) Probationary unit members will be provided with names of experienced individuals who may provide assistance (i.e., department chair, PAR Panel, assistant principal, consulting teachers, etc.)
- 2) By October 15th the unit members to be evaluated shall establish:
  - a) The Evaluator and Evaluatee will meet to review the goals and objective to be achieved as described in the pre-evaluation/goal/objective setting form. First observation shall be scheduled.
  - b) Post observation meeting will take place within ten (10) working days.
- 3) By the 1st of December the first formal observation for all probationary and temporary unit members shall be completed.

- 4) By the 1st of February the second formal observation shall be completed for all temporary and probationary teachers.
- 5) By the 1st of March all final summary evaluations shall be completed for all probationary and temporary unit members.
- 6) By the 1st of May all final evaluation conferences for permanent unit members shall be completed with a copy of the evaluation given to the unit member.
- 7) Each formal observation shall be followed by a post-conference at which the Evaluatee and Evaluator will discuss the observation in light of the total evaluation. This conference shall take place within ten (10) working days or less of the observation date unless mutually waived by both parties.
- 8) Each evaluation shall be followed by a post-conference at which the Evaluatee shall be shown the written evaluation and request to sign it. The signature shall signify that the Evaluatee has seen the evaluation but not necessarily that he/she agrees with it. Provision shall be made on the written evaluation for a written response from the Evaluatee to respond in writing within ten (10) working days.
- 9) The unit member's evaluator shall recommend action to correct any cited deficiencies and to enhance professional growth. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and adequate release time for the unit member to visit and observe other similar classes in other schools or attend workshops.
- 10) Permanent teachers who receive an unsatisfactory evaluation will be recommended to the PAR. An unsatisfactory evaluation is defined as any evaluation in which three (3) out of the first five (5) standards are unsatisfactory. An unsatisfactory standard is defined as any standard in which a majority of the bench marks are unsatisfactory. Standard number six (6) may be used but will not be used to determine an unsatisfactory evaluation for PAR. If a concern arises concerning standard number six (6), a unit member may be required to attend in-service training for areas of concern. Any such required in-service shall take place during the regularly contracted work day.
- 11) A probationary teacher will be evaluated at least twice per year until he/she reaches permanent status.
- 12) Permanent teachers will be evaluated at least once every two years but no more than once per year.
- 13) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

## C. Criteria for Purpose of Evaluation

- 1) Evaluation shall be based on appendix E, F, G and H or other mutually agreed upon criteria.

## **ARTICLE XIV ADULT SCHOOL EMPLOYEES**

District and OSTA have agreed to the provisions of this article in recognition of the special conditions involved in the Adult Education Division (hereafter "Adult Education"). Adult Education is conducted by a combination of full-time and part-time hourly-compensated employees trained in the methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, life learning, and vocational and occupational training. It is understood that apportionment for adult school programs is gained through teacher-student contact hours. While it is recognized that adult school personnel may be concurrently employed in other district programs, including, but not limited to, grades 9-12. It is the intention of the parties that the employment relationship described in this article, and the rights that flow there from, are separate and distinct from the rights that may accrue to the individual from other employment in the district. If there is any conflict between the terms of this article and the terms of other provisions of the agreement as they apply to Adult and continuing education, this article shall prevail.

### **1. AGREEMENT AND RECOGNITION**

- A. All personnel in adult education programs shall be employed under contracts appended to this agreement. Employee contracts will be issued prior to each Adult school session. These contracts shall specify the duration of the employment, and shall terminate on or before June 30 of the year in which they are issued. If the duration of the contract is to extend beyond June 30, a second contract shall be issued to cover the balance of the employment period. Teacher contracts must be signed and returned to the Principal or designee within ten (10) business days of issuance, or the contract is null and void. All teacher contracts require board approval.
- B. The contract term for a person hired to complete the term(s) of employment of another person shall be for the duration of the original term(s). All contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, conclusion of special funding, elimination or reductions of the educational offering, insufficient enrollment or attendance, unsatisfactory performance, or any of the causes listed in Education Code 44932 et. seq.

### **2. DEFINITIONS**

- A. The Oroville Adult Education-CTC calendared sessions are based on the annually adopted Oroville Union High School District calendar. Three sessions, Summer, Fall and Spring, are approved each school year by the OUHSD Board of Trustees and then submitted to the CDE.
- B. Teaching assignments at the Oroville Adult Education-CTC can range from a portion of one (1) day to a maximum of two hundred forty-seven days. STRS/PERS FTE service credit is currently defined as 1350 hours worked during an Adult Education calendared year.
- C. A full-time teacher in Adult Education is defined as a person hired for a minimum of thirty (30) hours per week for 44 weeks.

- D. Full time Adult Education teachers will receive the same benefit package as offered to OUHSD secondary teachers. Full-time teachers may be assigned to work a maximum of forty (40) hours per week.
- E. Unit members refer to those persons who are, by virtue of being assigned for thirty (30) or more hours per week, included within the bargaining unit.
- F. Every effort will be made to keep full time unit members in a full time status based on seniority within the District. Conversely, any reduction in hours will be made starting with the least senior member.

### **3. ASSIGNMENTS**

- A. Adult education assignments are based upon enrollment and attendance of voluntary students. As attendance increases or decreases, so must staff assignments. When there is a reduction in adult school classes, first consideration will be given to maintaining adult school teachers' hours over grade 9-12 contract employees teaching extra hours in the adult school.
- B. When possible, employees will be notified of their assignment two weeks before the beginning of each session. Employees may indicate a preference for a change of assignment by notifying the Principal in writing forty-five (45) days before the beginning of the next session.

### **4. CLASS SIZE**

- A. Adult School classes are expected to maintain a minimum ratio of sixteen (16) students per teacher hour assigned. Classes below this level are subject to closure by the administration of the Adult school.
- B. Class-size minimums will be reviewed on the fourth meeting of that class when they meet three (3) or more times per week and on the second class when they meet two (2) or less times per week. In the event a class is to be closed at the above evaluation point(s), the OUHSD Assistant Superintendent or a designee will personally inform any instructor of the decision to close the class and the date/time of the final class meeting.
- C. It is the responsibility of the teacher to report weekly to the Adult school administration any classes that fall below sixteen (16) students per hour for any attendance period. In the event that a course has fallen below the minimum hourly attendance of sixteen (16), the teacher is required to attach a note to his/her attendance sheet addressed to the Principal. The note will include the following information:
  - Teacher name
  - Course or program title
  - Hours that the minimum standard of attendance was not met
  - Possible reason (if known) for drop in attendance
  - Any other information that needs to be shared

D. Classes which do not meet the minimum class-size requirements described above may be continued at the discretion of the OUHSD Assistant Superintendent based on the following criteria:

- The class is a "start up" or "venture" program
- The class is fee-based and financially self-supporting
- The class is legally mandated
- The class is grant funded

OR

- The Adult School administration agrees to continue the course

E. Independent Study student assignments will be determined by school need and by mutual agreement between teacher and administrator. Full-time teaching status is defined previously in this article for Independent Study teachers.

## **5. TEACHER EVALUATION**

A. Teacher evaluation for full-time instructors will follow Article XIII of the OSTA Collective Bargaining Agreement, using the same process and procedure that are in place for the Oroville Union High School District secondary teachers.

B. Part-time teacher evaluations will be completed at the discretion of the Adult school Principal or designee.

## **6. LEAVES**

A. Sick Leave shall be provided unit members on the basis of one (1) hour of sick leave for each eighteen hours worked and accrued if unused.

## **7. TEACHER PREPARATION TIME**

A. Teacher Preparation Time may be awarded at the discretion of the Adult Education administration to teachers when:

- 1) Funding is available
- 2) A grant or partnership agreement supports and requires teacher preparation.

## **ARTICLE XV PERSONNEL FILES**

1. Each unit member shall have the right, upon request, to review the contents of his/her personnel file in accordance with Education Code 44031.

A. A representative of the unit member's choosing may accompany the unit member in this review.

- B. Unit member shall have the right to examine and obtain copies of materials found in his/her file.
- C. The Board shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. This log shall be available for examination by the unit member or his/her association representative, if so authorized by the unit member.
- D. Access to personnel files shall be limited to the members of the District Administration on a need-to-know basis. Board members may request the review of a unit member's file only at a personnel session of the entire Board.

**ARTICLE XVI  
COMPLAINTS REGARDING UNIT MEMBERS**

1. The Board shall not permit any public presentation critical of individual unit members at a public meeting of the Board of Education. Such presentations shall be heard in executive session and referred to the Superintendent or his designee for investigation.
2. Unit members will be informed on any public complaint made against them to the Board or to a supervisor of the member.
  - A. If the unit member desires a conference, it will be requested of the complaining party and, if desirable, the immediate supervisor will also be requested to be present.
  - B. If the complaint conference solves the matter, it will be dropped and no record maintained or, if the complaining party will not attend a conference, the matter will be dropped.
  - C. If the complaint cannot be resolved, the complaining party shall be requested to place his/her complaint in writing. A conference will then be scheduled with the Superintendent and the unit member who may have an association representative in attendance.
  - D. If the matter is adequately resolved, a copy of the complaint, with the resolution attached and signed and dated by the Superintendent and unit member, shall be placed in the personnel file of the unit member.
  - E. If the matter cannot be reasonably resolved, it may, on request of the unit member or Superintendent, be referred to the Board of Education for a hearing. Within 30 days of the request, the Board of Education will hold an executive hearing of the matter unless the unit member requests a public hearing.
3. All parties to the hearing may be represented by advisors of their choice and the Board, after review of all written and oral presentations, shall render a decision which shall be the final decision of the District in regard to the matter. The final decision of the Board shall be filed in the personnel file of the unit member.
4. If a unit members complains to his/her supervisor about another unit member, the supervisor shall respond to the complaint in accordance with BP 1312.1 and AR 1312.1 (a & b).

**ARTICLE XVII**  
**LEAVES**

1. Leave benefits, as provided in Sections 44963 through 44985 and 44800 through 44801 of the Education Code, are incorporated into this Agreement and supplemented as follows:

**2. SICK LEAVE**

- A. All regular day school unit members employed five (5) days a week in a ten (10) month position requiring certification qualifications shall be entitled to ten (10) days leave of absence with full pay for illness, quarantine, injury or accident. All adult education unit members shall accrue one (1) hour of sick leave for every eighteen (18) hours worked.
- B. A unit member holding an annual contract who is employed for less than five (5) full days a week shall be entitled to sick leave in the amount of the fractional part of the work week times ten (10).
- C. Unused sick leave shall accrue from school year to school year.
- D. At the beginning of each school year, every unit member shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A unit member may use credited sick leave at any time during the school year.
- E. For sick leave of more than three (3) days duration at any one time, the principal may require, at District expense, a doctor's certificate verifying the illness of the unit member and the necessity for the absence.
- F. The District shall notify in writing, on or before October 15, all unit members each year of their total number of days accumulated sick leave, including those to which they are entitled for the current school year.
- G. Employees may use sick leave provisions in accordance with the "Healthy Workplaces, Healthy Family Act of 2014" (Ch.317, 2014; AB 1522). Upon the oral or written request of an employee, the employer shall provide paid sick days for the following purposes:
  - 1) The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member as defined in this section.

"Family member" means:

- a. Child (biological, adopted, foster, step, legal ward, or person for whom the employee serves in the capacity of in loco parentis).
- b. Parent of employee or spouse or registered domestic partner (biological, adoptive, foster, step, legal guardian, or one who served in the capacity of in loco parentis when the employee was a minor).
- c. Spouse
- d. Registered domestic partner
- e. Grandparent

- f. Grandchild
- g. Sibling (including brother-in-law; sister-in-law)
- h. Son-in-law, daughter-in-law
- i. Any relative living in the immediate household and any person who is dependent upon the employee as his/her sole provider

- 2. Time off from work for an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

H. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

### **3. EXTENDED ILLNESS LEAVE**

- A. If a unit member has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness, quarantine, injury or accident for a period of five (5) school months or less, then the amount of salary deducted in any school month shall not exceed the sum which was actually paid a substitute.
- B. When the unit member's absence is in excess of five (5) school months, the amount deducted from his/her salary shall be determined according to regulations established by the governing board of the District. (Ed. Code § 44978.)
- C. Any unit member, while on leave of absence other than sick leave, shall maintain any prior sick leave rights which may have accumulated but shall not accumulate any additional sick leave rights during the period of absence.

### **4. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

Section 44984 of the Education Code is supplemented as follows:

- A. A unit member shall be entitled to such leave for sixty (60) days during which time the schools of the District are required to be in session.
- B. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during this absence shall equal his/her full salary based upon the unit member's approved work year.
- C. The District may ask for an examination at its expense by a District appointed physician.
- D. An industrial accident or illness as used in the paragraph means any injury or illness whose cause can be directly attributable to the performance of services for the Board.
- E. The Board's report of an industrial accident or illness shall be kept on file in the Business Office.

- F. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness.

**5. FAMILY SICKNESS LEAVE**

- A. Each full-time unit member shall be granted three (3) days leave with full pay in case of serious illness, surgery or accident to a member of his/her immediate family. Members of his/her immediate family as used in this section means the same as is defined in Section 2.G.1 above.
- B. Upon application to the Superintendent or his representative, a unit member may be granted an additional two (2) days leave without loss of pay.
- C. The leave granted by virtue of this policy shall not be deducted from any other leave provided for by State law and/or this Agreement. However, the unit member can take additional days from sick leave to extend family sickness leave.
- D. Leave granted under this section is not cumulative from year to year.

**6. BEREAVEMENT LEAVE**

- A. Each unit member shall be granted three (3) days bereavement leave, five (5) days if out of state travel is required, with full pay in the case of the death of any member of his/her immediate family. (See definition under "Sickness Leave," Section 2.G.1.)
- B. Upon application to the Superintendent or his representative, a unit member may be granted an additional two (2) days leave without loss of pay.
- C. The leave granted by virtue of this policy shall not be deducted from any other leave provided for by State law and/or this agreement. However, the unit member can take additional days from sick leave to extend bereavement leave under "Personal Necessity Leave."
- D. Leave granted under this section is not cumulative from year to year.

**7. MILITARY LEAVE**

- A. Upon presentation to the Board of a copy of the official document ordering him or her to active duty in a branch of the Reserve or National Guard, a certificated unit member shall be granted a temporary military leave.
- B. Payment of salary by the District to the unit member during a period of temporary military leave shall be in accordance with Section 395.01 of the Military and Veterans Code and Sections 44962 through 44963 of the Education Code.

**8. IN-SERVICE LEAVE**

- A. Each unit member shall be entitled to three (3) days of paid leave each school year for the purpose of improving his/her professional competency. Additional days may be granted with the approval of the Superintendent or Principal.

- B. Unit members will be required to utilize this leave in such a manner that it will not result in undue hardships on the functioning of the schools.
- C. When in-service leave is granted, the Superintendent or Principal may require the participating unit member to disseminate that information to pertinent staff.
- D. Such leave may include but not be limited to:
  - 1) Visiting classes in other schools;
  - 2) Attending local, state or national conferences of educational associations; or
  - 3) Attending professional workshops related to his/her teaching assignment.
- E. Travel and Expenses
  - 1) If the reason for absence is requested or initiated by the administration, such expenses shall be borne in full by the District (Ed. Code 44032-44033).
  - 2) If the absence is requested by the unit member, such expenses, including cost of substitute, in full or in part, may be allowed at the discretion of the Administration.
- F. The leave granted by virtue of this policy shall not be deducted from any other leave provided for by State law and/or this agreement. This leave is non-cumulative.

**9. ASSOCIATION LEAVE**

- A. Each Association representative shall be entitled to three (3) days of professional leave without loss of pay for conducting the business of, or representing, a recognized professional educational organization at a local, state or national conference.
- B. All expenses, in addition to substitute payment, shall be borne by the Association.
- C. The Association President or his or her designee shall notify the Superintendent and/or Principal at least three (3) days in advance which unit members will be on professional leave.
- D. The leave granted by virtue of this policy shall not be deducted from any other leave provided for by State law and/or this Agreement.
- E. Leave granted under this section is not cumulative from year to year.

**10. SABBATICAL LEAVE**

- A. For the purpose of permitting study or travel by a unit member which will benefit the pupils and the schools of the District, the Governing Board, upon the recommendation of the Superintendent, may grant a leave of absence not to exceed one (1) year to any unit member who has rendered service to the District for at least seven (7) consecutive years. (Ed. Code §§ 44966 through 44970.)

- 1) Prior to requesting such leave from the Governing Board, the unit member shall be required to present in writing, not later than April 1, an outline of the proposed program of study or travel to the Superintendent. After returning from the Sabbatical Leave, a report of the study or travel shall be made as directed by the Superintendent.
- 2) In accordance with Education Code sections 44967, 44968, 44968.5, the unit member shall receive such compensation during the period of the leave as the Governing Board and the unit member may agree upon in writing. Compensation shall be no less than one-half (½) of what the salary of the unit member on leave would have been for the ensuing year. The Board may pay any additional amount up to and including the full salary of the unit member on leave.
- 3) In accordance with Education Code sections 44969 and 44970, the interests of the District shall be protected by the written agreement of the unit member to return to the service of the District and render at least two (2) years service following his/her return from Sabbatical Leave. The Board, in its discretion, may require or waive the furnishing of bond and the unit member shall receive compensation while on leave in the same manner as if the unit member were teaching in the District, provided that the unit member performs services for the District as prescribed in a meeting of the Professional Ethics and Evaluation Committee of the Association jointly with the Principal(s) and the Superintendent.
- 4) Effects of Sabbatical Leave on Retirement:
  - a) Unit member on Sabbatical Leave is entitled to retirement credit for this service; hence the retirement contributions must be collected. Service credit toward retirement is determined by the proportion that the salary paid bears to the full salary earnable by the unit member. (Ed. Code § 44968.)
- 5) Reinstatement Following Leave:
  - a) After expiration of the leave, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held by him/her prior to the leave. (Ed. Code § 44973.)
  - b) Moreover, his/her salary shall be that which he/she would have received for the ensuing year had he/she not been absent from the District.
  - c) If the unit member qualifies for a higher classification on the salary schedule, the advancement shall be made.

## **11. COURT LEAVE (ED. CODE §§ 44036 THROUGH 44037)**

- A. Unit members called for jury duty may so serve. The Governing Board shall grant paid leave for jury service up to the amount of the difference between the unit member's regular earnings and any amount he/she receives as juror's fees exclusive of all allowance for meals and travel.

- B. Unit members called for jury duty whose absence would, in their opinion, tend to disrupt the normal operation of the School District or be detrimental to the classes for which they are responsible and who wish to be excused have the option of claiming an exemption with the Jury Commissioner.
- C. The leave granted by virtue of this policy shall not be deducted from any other leave provided for by State law and/or this Agreement.
- D. The leave provided for in this section is not cumulative from year to year.

## **12. MATERNITY LEAVE**

### **A. Maternity Leave**

A female unit member who is pregnant shall notify the District as soon as the fact of her need for maternity leave is established with reasonable certainty and the expected date the leave shall commence (if known) and the estimated duration of the leave.

### **B. Pregnancy Disability Leave**

- 1) A unit member whose doctor certifies it is medically necessary for her to be off work due to her pregnancy may take Pregnancy Disability Leave under the Pregnancy Disability provisions of Government Code section 12945 for up to four months. She shall use her accumulated sick leave during the period of pregnancy disability leave.
- 2) If the unit member has exhausted all of her accumulated sick leave, she may utilize extended illness leave (as provided in Section 3 of this Article) for the duration of the four months, so long as her doctor confirms her continued need for such leave. Leave provided under this section is not cumulative from year to year.
- 3) Pregnancy Disability leave ends at the earlier of either the end of the disability as determined by the unit member's doctor, or the end of the four months.
- 4) The District shall continue to pay the unit member's health benefits to the same extent as if the employee was not on leave. However, the District may recoup from the employee the cost of the premiums it paid on behalf of the employee if the unit member fails to return to work following the leave and the failure was not due to:
  - A. the unit member's health condition, or
  - B. circumstances beyond the control of the employee, or
  - C. taking CFRA leave, unless the employee chooses not to return to work following the CFRA leave.
- 5) Leave taken under this section runs concurrently with leave under FMLA (Family Medical Leave Act [federal law]), but is not a leave under CFRA (California Family Rights Act).

- 6) Upon conclusion of the pregnancy disability leave, the unit member may request parental leave as provided in section 13, Parental Leave below.

### **13. PARENTAL LEAVE**

Unit members may elect to utilize 12 workweeks of parental leave in any 12-month period. For purposes of this section, “parental leave” means leave for the purpose of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member as provided by the California Family Rights Act (CFRA) and Education Code 44977.5.

- A. Unit members may elect to use sick leave during parental leave. If a unit member exhausts all available sick leave, including accumulated sick leave and continues to be absent under parental leave, he/she shall be entitled to differential pay as defined in Education Code during the remainder of the 12 workweeks. Differential pay for parental leave is in addition to any other differential pay provided under existing law.
  - 1) For birthing mothers, the 12 workweeks of Parental Leave, within a 12-month period, shall commence the later of any pregnancy disability leave or the birth of the child.
  - 2) For non-birthing parents, the 12 workweeks of Parental Leave, within a 12-month period, shall commence on the birth of the child or placement of the child in the unit member’s family.
  - 3) Where both parents are employees of the district, the two parents are entitled to share a total of 12 workweeks of parental leave.
- B. Parental Leave may be taken intermittently during the 12-month period, but generally leave must be taken in two-week increments. Requests for leave of less than two-week periods shall be granted on two occasions, and may be granted on other occasions.
- C. Under this section unit members are entitled to 12 workweeks of Parental Leave per 12-month period. However, if a school year terminates before 12-workweeks of Parental Leave are exhausted, the unit member may take the remainder of the 12-workweeks in the subsequent school year so long as it is taken with the 12-month period under section A above.
- D. Unit members may elect to use accumulated compensatory time during Parental Leave.
- E. A unit member is not required to meet the 1,250-hour requirement of Government Code section 12945.2 in order to qualify for leave under this section.
- F. The District shall continue to pay the unit member’s health benefits to the same extent as if the employee was not on leave. However, if the unit member fails to return to work following the leave, and the failure was not due to the unit member’s health condition or circumstances beyond the control of the employee, the District may recoup from the employee the cost of the premiums it paid on behalf of the employee.

#### **14. PERSONAL NECESSITY LEAVE**

- A. Any unit member may, at his/her election, use seven (7) days of his/her paid sick leave allotment during each school year in case of personal necessity. (Ed. Code § 44981.)
- B. A unit member shall not be required to secure advance permission to use Personal Necessity Leave, but the school principal and his/her designee shall be notified 24 hours in advance if at all possible for the following:
  - 1) Death or illness of a member of the unit member's immediate family.
  - 2) Any situation which is serious in nature involving circumstances the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during assigned hours of service.
- C. All or part of the maximum seven (7) days of paid sick leave allotment during each school year in case of personal necessity shall be granted to each unit member for the purpose of attending to any business or civic endeavor or personal activity which cannot be done before or after the school day.

However, this leave is limited to no more than five percent (5%) of the school's unit members during one (1) school day or one (1) unit member whichever is greater of the staff being absent on personal leave at any given site.

The unit member will, in a timely manner, notify the immediate supervisor of the need for the leave.

#### **15. PARTIAL ABSENCES**

- A. A unit member who is absent for three (3) periods shall have deducted one-half (1/2) day from his/her accumulated sick leave or compensatory leave; and if the absence exceeds more than three (3) regular school periods, a full day shall be deducted.
  - 1) A unit member who is absent two (2) periods or less shall have deducted from his/her sick leave or compensatory leave, one period of sick leave or compensatory leave for each period or partial period missed if the teacher's classes are covered by another teacher who is working for compensatory time off.
  - 2) A unit member who does not currently have teaching periods; i.e. counselors/librarians will have sick leave or compensatory leave deducted as on an hour-for-hour basis rounded to the quarter (1/4) hour.
  - 3) Except in emergencies and as in the case of 15.A.1 the unit member will be responsible for arranging the coverage for the classes missed. However, if a unit member is absent one (1) teaching period or less and a colleague voluntarily covers his/her class without accumulating compensation, as stated in Article VII, Section 7, no leave will be deducted from the unit member who is absent.

- B. All such arrangements are to be approved in advance by the school principal or his/her designee.

## **16. MILITARY VETERAN DISABILITY LEAVE**

- A. In addition to any other entitlement for leave of absence for illness or injury with pay, a certificated employee hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at thirty percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to ten (10) days for the purpose of undergoing medical treatment for his or her military service-connected disability.
  - 1) Leave granted under this section is not cumulative from year to year.
  - 2) The bargaining unit member must submit proof that a leave of absence for illness or injury used under this subdivision is for treatment of the military service-connected disability that qualifies under this section.
  - 3) A bargaining unit member who qualifies for this leave and is employed less than 5 days per week is entitled to a pro-rata number of days of leave that his/her number of days of employment bears to ten (10).
  - 4) Leave granted by virtue of this policy shall not be deducted from any other leave provided for by state law and/or this agreement.

## **17. UNPAID LEAVES**

### **A. CHILD REARING LEAVE**

- 1) Upon request, the Board shall provide a male or female unit member, who is the natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect as long as necessary or until the end of the semester following the birth or adoption of the child and no longer than the end of the second semester following the birth or adoption of the child. The unit member shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence, if possible.
- 2) When returning to service, the unit member's salary shall be that to which he/she would have been entitled had he/she not been absent from service to the District, provided that the unit member had rendered service to the District for five (5) school months of the year in which he/she took the leave.

### **B. FAMILY CARE LEAVE**

Unit members may elect to take three (3) months of unpaid Family Care Leave during any 12-month period to care for a parent, a spouse or domestic partner who has a serious health condition.

**ARTICLE XVIII**  
**SALARIES**

1. The salary schedule and salary classification requirements of all unit members are set forth in Appendices A, B, and D of this Agreement.
2. Additional day's service before the regular calendar work year or after the calendar work year will be paid at the hourly rate designated in the Extra Duty Salary Schedule.
3. Unit members who serve for one (1) full semester shall receive one-half (1/2) the annual salary for their position.
4. Payment of Unit Members
  - A. On an eleven (11) month payment schedule, salaries will be paid in eleven (11) equal installments, payable no later than the last day of the calendar month.
  - B. On a twelve (12) month payment schedule, salaries will be paid in twelve (12) equal installments, payable not later than the last day of the calendar month.
  - C. Unit members who elect to change from an 11 or a 12 month payment schedule must notify the District in writing on or before August 1 of each school year.
5. For specific salary schedule, see Appendix B. Provisions stated in Appendix A are included as part of this master contract. Summer School, Home Hospital, and Saturday School hourly rates will be increased by the same percentage increase as Appendix B, beginning July 1, 2015.
6. An additional sixth class is .20 (1/5) of the unit member's regular salary. A full-time tenured unit member may volunteer for a one semester or one year assignment and may be selected by the District to teach an additional sixth class. The weekly class time for the additional sixth class will be equivalent in length to the weekly class time for the other classes at the school. The District reserves the right to terminate the class at its discretion. The unit member shall perform all additional work related to the additional sixth class. They must be qualified in the subject area through the credentialing process or the AB 1124 committee process. At the end of each semester/year other tenured unit members will be given the opportunity to apply for a vacancy to teach any additional open sixth class. All vacancies for these position(s) will be processed per Article X, paragraph three (3) for the certificated contract. When the need within a subject area reaches 3/5, a unit member will be hired with the exception of Independent Study.
7. Any Unit Member hired for a 6/5 position will be paid 6/5 salary from the first day of teaching in that position.

**ARTICLE XIX  
UNIT MEMBER BENEFITS**

**1) HEALTH INSURANCE (refer to paragraph 5 for part-time employees)**

- A. The District shall fully pay the premiums to provide each full-time school certificated unit member and their eligible dependents, with a health insurance plan. California's Valued Trust (CVT) will be the vendor for all medical, dental and vision insurance. The health insurance plan offered will be CVT's Plan PPO 1 (or its equivalent).
- B. \$200 will be added to each step of the salary schedule as reimbursement for co-pays and deductibles established by the CVT. This increase will be applied to the 2010-11 salary schedule as an ongoing adjustment. The District shall not be held responsible for any unit members' co-pay and deductible payments in excess of \$200 per year.
- C. A \$200 reimbursement will be provided for each full-time Adult School unit members as an add-on to their annual salary. This increase will be applied for the 2010-11 fiscal year, and each year thereafter, and will be paid in two installments of \$100 (one in December, one in June). The District shall not be held liable for any unit members' co-pay and deductible payments in excess of \$200 per year.
- D. Unit members who are absent on account of illness and who have exhausted their accumulated paid sick leave shall continue to have the health, dental and vision premiums paid by the District for the period of employment.
- E. Unit members on Board approved unpaid leave of absence shall have the option to continue to receive health insurance coverage at their own expense.
- F. The District shall provide fully paid health insurance coverage for unit members and eligible dependent(s) for unit members retiring after reaching their fifty-fifth (55) birthday, provided said employee has served ten (10) years of service in the District prior to retirement. Payment of such benefits shall continue until the retiree attains the age sixty-five (65).

**2) DENTAL INSURANCE**

- A. The District shall fully pay the premiums to provide each full-time certificated unit member and their eligible dependents with a basic benefit plan with a \$1,000 annual maximum and the 50/50 orthodontic coverage with a \$1,000 lifetime maximum. Effective October 1, 2005, the District will increase the dental coverage to unlimited coverage and the 50/50 orthodontic coverage to a \$3,000 lifetime maximum. Effective December 1, 2006, the District will add \$1,500 lifetime maximum coverage for dental implants. The increased cost over the basic benefit plan will be paid by the unit member.
- B. The District shall fully pay the premiums to provide each eligible retiree and their eligible dependents with the same plan provided full-time unit members, with the exception of the increased coverage for a \$3,000 lifetime maximum for orthodontics. The increased cost over the basic benefit plan (as described in paragraph 2(A) of this section) will be paid by the retiree.

3) **VISION INSURANCE**

The District shall fully pay the premiums to provide each full-time day school certificated unit member and their eligible dependents a fully paid optical insurance plan. The plan shall be Plan B, with California Vision Services.

4) **DURATION OF BENEFITS**

- A. The benefits provided in this Article shall remain in effect during the term of this Agreement; should an unit member's employment terminate during the school year, the unit member shall be entitled to continued coverage under the health and dental care plans for the duration of the school year if the unit member reimburses the District for the continued coverage on a month-to-month basis.
- B. Should a unit member's employment terminate in June of the school year coverage will continue through the month of August, with the unit member being able to exercise COBRA rights, if any after that.

5) **PART-TIME UNIT MEMBER BENEFITS**

- A. Current certificated unit members who request a part-time assignment or request continuation of a part-time assignment, and such request is approved by the Board of Trustees, shall contribute through payroll deduction the pro rata share of monthly health, dental, and vision insurance premiums.
- B. If the District requests a probationary or tenured certificated unit member to work a reduced assignment, the unit member shall not suffer a loss in District paid benefits.
- C. Any new certificated unit member hired for less than a full-time assignment shall contribute through payroll deduction the pro rata share of monthly health, dental, and vision insurance premiums.
- D. Part-time unit members approved for any paid or unpaid leave of absence that provides for continuation of paid health and welfare benefits shall continue to receive such benefits provided the unit member remits the pro rata share of health, dental, and vision insurance premiums to the District each month.
- E. Part-time certificated unit members may elect to waive, in writing, health and welfare benefits.

**ARTICLE XX**  
**PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT**

Upon application by a unit member, the District Board may permit a unit member to reduce his/her work load from full-time to part-time and have his/her retirement benefits based on full-time employment.

- 1. To qualify for this program, the unit member shall have the following prerequisites:

- A. Ten (10) years of prior full-time service in a position requiring certification in the public school system of California which includes grades K-14, and Adult Education the last (5) of which shall have been full-time in this District.
  - B. Attained the age of fifty-five (55) prior to the beginning of the school year or term in which the reduction in unit member service begins.
2. The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the employer and unit member.
  3. The written contract for reduced service shall be mutually agreed to by the unit member and the Board prior to the period of service and shall contain such items as job descriptions, duties, hours, location at which service is required and duration of the duties. Reduced service may be on a daily schedule or full-time for at least one-half (1/2) year.
  4. The unit member shall be paid a salary which is the prorated share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. He/she shall retain all other rights and benefits that would be realized if he/she remained in full-time employment.
  5. The unit member and Board agree to submit contributions to the State Teachers Retirement System based on the compensation which would be earned for full-time employment.
  6. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.

**ARTICLE XXI  
STATUTORY CHANGES**

1. Improvements in unit member benefits which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement.
2. Reduction or elimination of unit member benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate for the purpose of restoring such benefits in this Agreement.

**ARTICLE XXII  
SAVINGS**

1. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or modified by state or federal legislation, such provision or application will be deemed invalid to the extent required by such court decision or legislation. All other provisions or applications shall continue in full force and effect. In such event, the District and the OSTA shall, upon request of either party, immediately commence negotiations regarding the means of compliance with such law or decision.

2. Should a provision or application be deemed invalid as described in paragraph 1 above, the Board shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, upon the written request of either party, the parties shall meet within ten (10) days of the request to renegotiate the provision or provisions affected.

### **ARTICLE XXIII ACADEMIC FREEDOM**

1. It is the policy of the Board to educate young people in democratic tradition, to foster meaningful awareness of and respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for the unit member and the student is encouraged.
2. Academic freedom is essential to the fulfillment of the educational purposes of the Oroville Union High School District. Therefore, unit members have the right to protection from any unreasonable censorship or restraint that might interfere with their obligation to pursue truth.
3. Freedom of individual expression shall be encouraged and supported by the Board to all its unit members. It is mutually recognized that academic freedom carries with it responsibilities, including a balanced approach to the discussion of controversial issues.
4. Within the preceding frame of reference and as it pertains to the course to which a unit member is assigned, academic freedom in the schools is defined as:
  - A. The right to teach and learn about controversial issues which have economic, political, scientific or social significance.
  - B. The right to use materials which are relevant to the levels of ability and maturity of the students and to purposes of the school system.
  - C. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific or social significance.
  - D. The right of unit members to participate fully in the public affairs of the community.
  - E. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by unit members in a normal classroom environment.
5. The Board accepts the obligation to protect academic freedom and to defend its professional personnel from unjust accusations and reprisals. Any complaints and/or charges shall be handled in accordance with the procedures outlined in Article XVI of this Agreement.

**ARTICLE XXIV  
DISTRICT RIGHTS AND RESPONSIBILITIES**

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law, except as specified in this Agreement.
2. 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 by applicable law.
3. The District retains the right to amend, modify or rescind policies and practices referred to in this Agreement during cases of emergency within the context of Federal and State law. An emergency is defined as a natural or man-made catastrophe or action which interrupts or terminates the normal and ordinary conduct of school. Upon resolution of the emergency conditions, all policies and practices of this Agreement shall be reinstated.
4. Tentative Teaching Assignments
  - A. Each unit member shall be informed of his/her tentative assignment for the coming school year by May 21<sup>st</sup>
  - B. Should fluctuations in enrollment or instructional requirements impact the Master Schedule, unit members will be notified in writing of any changes in employment assignment at the earliest possible time.

**ARTICLE XXV  
PEER ASSISTANCE AND REVIEW PROGRAM**

**1. PURPOSE OF PROGRAM**

- A. This program is not to be used as a method to have teachers evaluate teachers. Evaluations are strictly the responsibility of the administration.
- B. Pursuant to Education Code, Section 44500, et seq, the primary purpose of the Peer Assistance and Review (PAR.) program is to address the instructional needs of permanent classroom teachers with unsatisfactory evaluations, as provided in Article XIII. A secondary purpose is to provide support to other certificated teachers through Consulting Teachers, staff development and beginning teacher assistance.
- C. The Oroville Union High School District and the Oroville Secondary Teachers Association are continuously striving to provide the highest quality of education for all students. In order for all students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of the Peer Assistance and Review Program to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best educational resources provided them in the interest of improving performance to a successful standard.

- D. All activities undertaken pursuant to the peer assistance and review program are focused on maintaining and improving classroom instruction in the Oroville Union High School District. All such activities are independent of the evaluation function of administration as outlined in Article XIII. Except as provided by law, all communications between Referred Participating Teachers and Consulting Teachers are confidential.
- E. The Oroville Union High School District and Oroville Secondary Teachers Association are committed to prioritizing the PAR Program in the following rank order, 1) to serve tenured teachers who receive unsatisfactory evaluations and 2) to fund other programs as determined by the Joint Panel as described in Ed Code 44500 and 44506.

## 2. DEFINITIONS

- A. **Consulting Teacher (CT)** - Tenured credentialed classroom teacher, with a minimum of four years of teaching experience, who is a unit member, selected by the Joint Panel to assist participating teachers with teaching strategies, methods and instruction, subject matter content, and classroom management.
- B. **Joint Panel (JP)** - The Joint Panel oversees the PAR program (See Section 2).
- C. **Referred Participating Teacher (RPT)** - A tenured teacher who has received an unsatisfactory evaluation pursuant to Article XIII in the areas of teaching strategies, methods and instruction, subject matter content, and classroom management.
- D. **Voluntary Participating Teacher (VPT)** - A teacher who has voluntarily requested, in writing, assistance from an assigned Consulting Teacher through the PAR program in the areas of teaching strategies, methods and instruction, subject matter content, and/or classroom management.

## 3. JOINT PANEL

- A. The Joint Panel shall consist of five members, the majority of whom shall be certificated classroom teachers (3 members) who are chosen to serve by the OSTA. The superintendent shall select the District appointed members (2 members) to the Joint Panel. The Association and District shall each have one alternate member to substitute for their own regular panel members when they are unable to attend.
- B. Association members to the Joint Panel shall serve two-year terms. During the 2001-2002 School Year, OSTA members shall be initially selected as Joint Panel members with 1 one-year term, 1 two-year term, and 1 three-year term. All subsequent terms shall be for two years. OSTA members may serve two consecutive terms.
- C. The Joint Panel shall establish its own meeting schedule. Such meetings shall, generally, take place during the regular teacher workday. Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits.
- D. All actions of the Joint Panel shall be taken with all five members or their substitutes present (as specified by Section 2, number 1). Decisions shall be made by simple majority vote.

- E. The Joint Panel shall establish its own rules and procedures, including the method for the selection of a Chairperson. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- F. The responsibilities of the Joint Panel are as follows:
- 1) The funds designated for the PAR program are intended to fully support that program. An annual budget shall be prepared by the Joint Panel before January 17, 2002 (for the 2001/2002 school year only), thereafter, July 1 of each school year. No expense required by the operation of this program shall be budgeted or charged to the general fund. The program is dependent upon continued funding from the State, pursuant to Education Code, section 44506 and, unless otherwise mutually agreed, will be discontinued when and if the funding is discontinued.
  - 2) The Joint Panel shall determine by December 21, 2001 (for the 2001/2002 school year only), thereafter, June 30 the number of Consulting Teacher positions and funds that will be necessary to support Referred and Voluntary Participating Teachers. In addition, funding requirements of the Panel for the following year shall be determined. Also the Joint Panel may at their discretion fund Mentor Teacher positions at any time. Definitions and stipends will be determined by the Joint Panel when necessary. Remaining funds shall be assigned by the Joint Panel for support of all certificated classroom teachers as stated in paragraph five of Purpose of Program.
  - 3) The Joint Panel shall determine annual training and training providers for Joint Panel members and for Consulting Teachers 3 prior to participation in the program.
  - 4) The Joint Panel shall seek and receive applications for Consulting was Teacher positions. Applicants shall complete a letter of interests and application, and provide at least three references by individuals who have direct knowledge of the applicant's abilities for position. These letters should include references from the site principal or immediate supervisor, another classroom teacher, and an OSTA representative or other person. All applications and reference shall be treated with confidentiality.
  - 5) Each Consulting Teacher will be selected by majority vote of the Joint Panel and recommended to the Board of Trustees not later than January 17, 2002 (for the 2001/2002 School Year only), thereafter, April 15th of each school year for service beginning in the following school year. This does not preclude the recommendation of additional consulting teachers as needed. In determining its recommendations for Consulting Teacher selection the Panel shall consider:
    - a) Any statutory criteria for qualifications;
    - b) Effective communication skills and the ability to work cooperatively with other teachers;
    - c) Possession of a range of teaching strategies necessary to meet needs of pupils in different contexts;
    - d) Subject matter knowledge;

- e) Applicant's length of service and academic preparation;
  - f) Classroom observations of each applicant by a member(s) of the Panel.
- 6) Material contained in each applicant's personnel file, including letters of recommendation and evaluations shall not be available to the Panel unless authorized in writing by the applicant.
  - 7) The Joint Panel shall assign Consulting Teachers and review the performance of Consulting Teachers. Referred Participating Teachers may request an alternative Consulting Teacher at any time. Any request to change a Consulting Teacher will be submitted to the Panel in writing, stating clearly the reasons for the request. Any substitution of a Consulting Teacher must be approved by the Joint Panel.
  - 8) The Joint Panel shall send written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the RPT's evaluator.
  - 9) The Joint Panel shall consider requests for participation in the PAR program from voluntary teacher participants. Such requests will be submitted to the Panel in writing by December 21, 2001 for the 2001/2002 school year thereafter, March 1, stating clearly the reasons for the request. Any Voluntary Participating Teacher must be approved by the Joint Panel.
  - 10) The Joint Panel shall review the RPT final report as prepared by the Consulting Teacher. See Article XXV, Appendix A.
  - 11) The Joint Panel shall present an annual written report to the Superintendent and OSTA that indicates the number of teachers involved in the program and evaluates the impact of the PAR program and recommends any improvement of the program pursuant to Education Code Section 44502.
- G. OSTA members serving on the Joint Panel shall be reimbursed for expenses pursuant to applicable District policy. All members of the Joint Panel shall receive a \$500 training stipend upon completion of the district- approved training program. Any additional training stipend(s) shall be approved by the Joint Panel within the constraints of the PAR budget.
- H. In addition to his/her regular annual salary and all other benefits provided by this contract, the OSTA Joint Panel members shall be paid a stipend according to the following schedule:
- Initial training stipend.....\$500
  - Standby stipend .....\$500
  - Panel stipend.....\$2000

**4. CONSULTING TEACHERS**

- A. The minimum qualifications for a Consulting Teacher are as follows:

- 1) Tenured credentialed classroom teacher with permanent status with a minimum of four years classroom teaching experience.
  - 2) Demonstration of exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- B. A Consulting Teacher shall be provided release time as needed (not to exceed 10 days) within approved budget. If additional time were needed, a request would be made to the Joint Panel.
- C. The term of the Consulting Teacher shall be for three (3) consecutive years. Consulting Teachers may apply and be appointed to additional terms by the Panel.
- D. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher. The teacher must resign as a Consulting Teacher if appointed to an administrative position in the District. In addition, the newly appointed administrator will not be the evaluator of any former RPT for the next two years unless the RPT agrees to be evaluated by the newly appointed administrator.
- E. In addition to his/her regular annual salary and all other benefits provided by this contract, a Consulting Teacher shall be paid a stipend according to the following schedule:
- Initial training stipend. .... \$500
  - Retraining stipend (with Joint Panel approval) ..... \$300
  - Standby stipend, if not assigned a Participating Teacher ..... \$500
  - Stipend if assigned a Referred Participating Teacher ..... \$3500
  - Stipend if assigned one Voluntary Participating Teacher ..... \$2000
  - Stipend if assigned two Voluntary Participating Teacher ..... \$3000
- F. Except for the training stipend, all annual stipends will be paid bi-annually during the months of December and May. The training stipend shall be paid after the District-approved training program is completed.
- G. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- H. A Consulting Teacher may not be assigned more than one Referred Participating Teacher or two Voluntary Participating Teachers.
- I. The Consulting Teacher shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the Participating Teacher.

- J. The Consulting Teacher will meet with Referred Participating Teacher and the Referred Participating Teacher's evaluator to discuss the program and establish mutually agreed performance goals. The Consulting Teacher, together with the Referred Participating Teacher, will develop an assistance plan and a process for determining successful completion of the PAR program. Unless requested by the Voluntary Participating Teacher, the evaluator will not be involved in the Voluntary Participating Teacher's organizational meeting. See Article XXV, Appendix B.
- K. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall, whenever possible, have both pre-observation and post-observation conferences.
- L. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written and/or oral reports to the Referred Participating Teacher for discussion and review. These reports shall remain confidential between RPT and the CT.
- M. The Consulting Teacher may request to meet with the Joint Panel at any time to discuss issues related to the PAR program.
- N. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she reports to the Joint Panel that: (1) the goals set forth in appendix B are met, (2) that a continued relationship between the Referred Participating Teacher and the Consulting Teacher will not be productive and 3) the CT requests and is granted by the Joint Panel a release from duties with the RPT. This information will remain confidential between the Joint Panel, the CT, and the RPT. The Consulting Teacher shall prepare a final report and submit that final report to the Joint Panel no later than February 1. With agreement from the Joint Panel, the Referred Participating Teacher's involvement in the PAR Program may be extended in six-month increments. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her comments before it is submitted to the Joint Panel.
- O. The Consulting Teacher will participate in the annual evaluation of the PAR program.

## **5. PARTICIPATING TEACHER**

- A. Participating Teachers are all certificated classroom teachers who participate in the Peer Assistance and Review program. As defined in Section 1 of this Article, teachers fall into two categories: Referred Participating Teachers, Voluntary Participating Teachers. Participating Teachers will participate annually in the evaluation of the PAR program.
  - 1) **Referred Participating Teacher**
    - a) The Referred Participating Teacher shall be able to present reasons to the panel why a specific Consulting Teacher should be replaced. Any substitution of a Consulting Teacher must be approved by the Joint Panel by majority vote.

- b) The Referred Participating Teacher shall also have the right throughout the PAR process to request a meeting with the Joint Panel and to be represented at this meeting by the Association representative of his or her choice.
  - c) The Referred Participating Teacher shall be entitled to review and provide written comments within ten days for all reports generated by the Consulting Teacher prior to their submission to the Joint Panel.
  - d) Each Referred Participating Teacher will remain in the program until a majority of the panel determines that the teacher is no longer benefiting from participating in the program, or until the site principal, or an evaluator other than the original evaluator, gives the teacher a satisfactory evaluation pursuant to Article XIII.
  - e) The Referred Participating Teacher's signing of the report prepared by the Consulting Teacher does not necessarily mean agreement, but only that he or she has received a copy of the report
- 2) Voluntary Participating Teacher
- a) The Voluntary Participating Teacher may petition the Joint Panel by March 1st to participate in the PAR Program for the following school year. The Panel will receive the written request and may assign a Consulting Teacher.
  - b) The Voluntary Participating Teacher may participate in the Peer Assistance and Review Program for assistance only, and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate her/his participation in the PAR Program at any time.
  - c) Except as provided by law, all communication between the Consulting Teacher and a Voluntary Participation Teacher shall be confidential. With her/his written consent, the Voluntary Participating Teacher may elect to have reports made available to the Joint Panel and others.

## **6. GENERAL PROVISIONS**

- A. The District agrees to indemnify, hold harmless and provide a defense to any member of the Joint Panel and/or Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising either from the Joint Panel member's participation or the Consulting Teacher's participation in the PAR program. The Association may retain the right to select its own attorney to represent it in such actions at association expense
- B. All release time approved for operation of the program shall be covered by qualified substitute teachers.

- C. All program materials, documents and information related to observations, assessments, peer review reports, the final Consulting Teacher report and, information concerning the Referred Participating Teacher's participation in the program, will be regarded as personnel records exempt from California Public Records Act (Government Code, Section 6250, et seq.). All such records will be considered confidential, except in response to a subpoena or court order.
- D. The content or substance of all reports generated by the Joint Panel and Consulting Teacher shall not be subject to the grievance procedure in Article VI. Any grievance shall be limited to a claim that a PAR program procedure(s) has been violated.
- E. The District will charge indirect administrative costs to the program not to exceed 5% in any given year.
- F. This Article may be opened annually by either the District or OSTA and not be counted as one of the two openers.
- G. If in the future the State does not fund the PAR Program, then this article is null and void.
- H. The provisions of this article are only in effect in the event any unit member participates in the PAR program.

**ARTICLE XXVI**  
**PROFESSIONAL DEVELOPMENT BLOCK GRANT**

Pursuant to Education Code 99242, the Math and Reading Professional Development program self-repealed on January 1, 2013. In addition, AB 97 (Ch. 47, Statutes 2013) redirected money for the Professional Development Block Grant (Education Code 41530-41533) into the local control funding formula. (language updated 5/27/15).

# APPENDICES

**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX A**

**CLASSIFICATION REQUIREMENTS FOR CERTIFICATED UNIT MEMBERS**

**1. PROVISIONS OF SALARY SCHEDULE SHALL BE AS FOLLOWS:**

- A. The Salary Schedule applies only to regular credentials and will not include Temporary, Provisional or Standard Designate credentials on Class I, II, III or IV.
  - 1. Interns who do not have a regular credential and who are hired on or after July 1, 2017, shall be placed on the salary schedule in accordance with unit members who have a regular credential, and shall be given credit for their units acquired after their Bachelor's Degree and placed on the salary schedule, using the same criteria as unit members who possess a regular credential. This provision shall not apply to unit members hired as interns prior to July 1, 2017.
  
- B. A unit member will also be paid \$600 per year (pay one only) for a Master's Degree.

**2. PLACEMENT ON THE SALARY SCHEDULE:**

- A. Unit members shall be placed on the appropriate Class of the Salary Schedule in accordance with the degrees, advanced preparation, and teaching experience they have completed.
  
- B. Outside teaching experience: (effective July 1, 2018)
  - 1. Unit members new to the District shall be placed at the appropriate step of the Certificated Salary Schedule on a year-for-year basis.
  
  - 2. Prior experience must be verified and documented full-time employment (75% or more of the number of student contact days) under contract (not substitute service) in a public-or accredited private school.
  
- C. Outside experience not meeting the above criteria:
  - 1. Use Professional Ethics Committee to review any requested justification for "exceptional cases."
    - a) An example of an "exceptional case" would be work experience related to the content area of the unit member's assignment.
    - b) Decisions and justifications used by PEC when making decisions to give salary schedule credit for other experience not included in 2.B above shall be documented in writing.

### **3. ADVANCEMENT ON THE SALARY SCHEDULE:**

- A. Salaries for any certificated unit member shall be based upon training and experience as of September 1 of the year of employment. The certificated unit member shall notify the district of their intent to advance from class to class by August 1<sup>st</sup>. He/she must file proof of completion of work to the Superintendent's office by September 10. 1. During the first week of September, unit members who notified the district of their intent to advance will receive a final notification. If the certificated unit member fails to provide proof of completion of work to the Superintendent's office by September 10th, the unit member's salary will be adjusted accordingly.
- B. Unit Members employed on a provisional or partial fulfillment credential must acquire six (6) units/credits per year toward a regular California credential to merit the annual salary increment.
- C. No certificated unit member may, on the basis of units/credits earned, advance horizontally more than one class in any one year period no more than two classes in any three year period. Any exception to this provision shall be subject to review by the Professional Ethics and Evaluation committee of the Association in joint meeting with three (3) principals and the Superintendent.

### **4. REEMPLOYMENT OF PERMANENT CERTIFICATED:**

- A. Whenever any certificated unit member of any school district, who at the time of his/her resignation was classified as permanent, is reemployed within thirty-nine (39) months after his/her last day of paid service, the Governing Board of the District shall, disregarding the break in service, classify him/her as and restore to him/her all of the rights, benefits, and burdens of a permanent unit member, except as otherwise provided in the Education Code; provided that time spent in active military service as defined in Section 44800, subsequent to the last day of paid service, shall not count as part of the aforesaid thirty-nine (39) month period.
- B. Unit Members reemployed following an absence of more than thirty-nine (39) months shall be placed on the Salary Schedule in the same manner as unit members entering the District for the first time. Any exception to this provision shall be subject to review by the Professional Ethics and Evaluation committee of the Association in joint meeting with three (3) principals and the Superintendent.
- C. All rights and benefits, including salary provisions, for unit members who leave the employ of the District for active military duty in the armed forces of the United States shall be in accordance with Ed Codes 44800 and 44931.

**APPENDIX "B"**  
**OROVILLE UNION HIGH SCHOOL DISTRICT**  
**CERTIFICATED SALARY SCHEDULE**  
**SALARY SCHEDULE 2019/2020**  
**WITH 4% INCREASE**

	Class I	Class II	Class III	Class IV	
	BA	MA	MA + 15	MA + 30	
	OR	OR	OR	OR	
STEP	BA + 15	BA + 30	BA + 45	BA + 60	STEP
1	49,962	51,816	53,663	55,516	1
2	51,816	53,663	55,516	57,366	2
3	53,663	55,516	57,366	59,216	3
4	55,516	57,366	59,216	61,064	4
5	57,366	59,216	61,064	62,912	5
6	59,216	61,064	62,912	64,766	6
7	61,064	62,912	64,766	66,612	7
8	62,912	64,766	66,612	68,462	8
9	64,766	66,612	68,462	70,312	9
10	66,612	68,462	70,312	72,164	10
11	68,462	70,312	72,164	74,010	11
12	70,312	72,164	74,010	75,864	12
13		74,010	75,864	77,714	13
14			77,714	79,562	14
15			77,714	81,413	15
16/18			80,540	84,237	16/18
19/21			83,362	87,066	19/21
22/24			86,191	89,890	22/24
25/26			89,017	92,713	25/26
27+			94,667	98,365	27+

Longevity: After 15th, 18th, 21st, 24th, 26th and 27th year for Classes III and IV

Clad Credential for those hired prior to September, 1995 and who earned and filed proof of certification in the Superintendents office by September 10, 2005 will receive \$300 per year. **(Revision adopted 12-15-04)**

Masters Degree: \$600 per year (Pay one only)

EFFECTIVE: July 1, 2019

ADOPTED: September 18, 2019

**APPENDIX "C"**  
**OROVILLE UNION HIGH SCHOOL DISTRICT**  
**EXTRA DUTY SALARY SCHEDULE**

**2019/2020**

EXTRA DUTY ASSIGNMENT	FACTOR	SALARY	MONTH PAID
Base		\$49,962	
(1) Ag - 12 month activities	0.090	4,497	Included in salary
(2) Ag - No project supervision	0.090	4,497	Included in salary
ASB Director	0.055	2,748	Dec - May
Subject Area Coordinators	0.040	1,998	Dec - May
Head Teacher - Continuation	0.090	4,497	Dec - May
Academic Decathlon	0.040	1,998	Dec - May
Journalism	0.060	2,998	Dec - May
Drama	0.055	2,748	Dec - May
Music	0.090	4,497	Dec - May
SkillsUSA Advisor	0.040	1,998	Dec - May
FCCLA Advisor	0.040	1,998	Dec - May
College Connection	0.040	1,998	Dec - May
Yearbook	0.060	2,998	Dec - May
FBLA Advisor	0.040	1,998	Dec - May
Mock Trial	0.040	1,998	Dec - May
Avid Coordinator	0.040	1,998	Dec - May
(4) Link Crew	0.040	1,998	Dec - May
Reading Coordinator	0.040	1,998	Dec - May
Athletic Director - two release periods	0.100	4,996	Included in salary
Baseball, Varsity	0.085	4,247	May
Baseball, Varsity Assist	0.040	1,998	May
Baseball, JV	0.070	3,497	May
Basketball, Varsity	0.085	4,247	Mar
Basketball, JV	0.070	3,497	Mar
Basketball, Frosh	0.060	2,998	Mar
Cross Country	0.070	3,497	Nov
(3)Field Hockey/Volleyball Varsity	0.085	4,247	Nov
Field Hockey/Volleyball JV	0.070	3,497	Nov
Field Hockey/Volleyball Frosh	0.060	2,998	Nov
Football, Varsity HEAD	0.095	4,746	Nov
Football, Varsity Assist (2)	0.070	3,497	Nov
Football, JV HEAD	0.070	3,497	Nov
Football, JV Assist	0.065	3,248	Nov
Football, Frosh, HEAD	0.065	3,248	Nov
Football, Frosh, Assist	0.055	2,748	Nov
Golf	0.070	3,497	May
Soccer, Varsity Head	0.085	4,247	Mar
Soccer, JV Head	0.070	3,497	Mar

Softball, Varsity	0.085	4,247	May
Softball, Varsity Assist	0.040	1,998	May
Softball, JV	0.070	3,497	May
Swimming	0.070	3,497	Nov
Tennis	0.070	3,497	Nov - Girls Paid / May - Boys Paid
Track, HEAD	0.085	4,247	May
Track, Assist	0.070	3,497	May
Wrestling, HEAD	0.085	4,247	Mar
Wrestling, Assist	0.070	3,497	Mar
Pep Squad Advisor	0.060	2,998	Dec - May
Flag Coordinator	0.040	1,922	Dec - May

HOME & HOSPITAL \$29.23 Hourly

SUMMER SCHOOL	STEP 1	\$31.99	Hourly
AND SATURDAY SCHOOL	STEP 2	\$33.58	Hourly
	STEP 3	\$35.26	Hourly
	STEP 4	\$36.99	Hourly
	STEP 5	\$38.85	Hourly

After school IEP or Section 504 Meeting \$63.73 Hourly

- (1) Limited to three (3) employees
- (2) Limited to one (1) employee
- (3) School may participate in either sport, but not both
- (4) Link Crew - Limited to two (2) employees per comprehensive site

DRAMA: Full program consists of at least two (2) major productions per year

MUSIC: Includes both instrumental and vocal

SUBJECT AREA COORDINATORS: Each comprehensive high school will pay nine (9) stipends.

Subject Area Coordinators will be determined by Site Administration. (The subject areas that the State of California will hold districts responsible for (e.g., frameworks, state-mandated testing) will be included).

EXTRA DUTY: Hourly extra duty pay for all curriculum activities will be compensated at Step 3 of the existing summer school salary rate.

AVID & READING COORDINATOR: To be funded from categorical programs upon availability of funding.

BEGINNING TEACHER INDUCTION MENTOR: The parties agree that the District will provide a stipend of one-thousand dollars (\$1000) to each teacher who mentors a beginning teacher in the Beginning Teacher Induction Program (formerly, BTSA), with an additional seven hundred fifty dollars (\$750) for each additional teacher mentored.

OUTSIDE AGENCY PAYMENTS: Whenever an outside agency pays the district for the services of a district employee, which results in a funded stipend to the district employee, the amount of the stipend will be determined by the funds Received from the outside agency, minus the district's payroll driven cost.

EFFECTIVE: July 1, 2018

ADOPTED: September 18, 2019

**APPENDIX "D"**  
**OROVILLE UNION HIGH SCHOOL DISTRICT**  
**ADULT ED SALARY SCHEDULE**

**2019/2020**

STEP	DS	PP, SE, GS, SS
1	32.25	33.70
2	33.23	34.72
3	34.27	35.76
4	35.25	36.84
5	36.29	37.92
6		39.10
7		40.25
8		41.46

Adult School teachers must work a minimum of 35 hours per school year to move down the next step on the salary schedule. These movements shall be effective on July 1st of each school year.

Maximum placement for a new teacher - 3rd step

Master's Degree: \$600 per year (Pay only one), effective July 1, 2019

Substitute teacher pay rate - \$24.13

**CREDENTIALS**

- DS Designated Subject (Vocational Education, Adult Education / Part-time or full-time)
- SS Standard Secondary
- GS General Secondary
- SE Standard Elementary
- PP Pupil Personnel

EFFECTIVE: July 1, 2018  
ADOPTED: September 18, 2019



**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX F**

**CLASSROOM OBSERVATION**

**Teacher:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Time/Period:** \_\_\_\_\_  
**School:** \_\_\_\_\_ **School Year:** \_\_\_\_\_  
**Grade/Subject:** \_\_\_\_\_

<p style="text-align: center;"><b>The California Standards for the Teaching Profession (Benchmarks)</b></p>	<p style="text-align: center;"><b>Anecdotal notations regarding evidence of Standards during observation</b></p>
<p><b>Standard 1: Engages and Supports All Students in Learning</b></p> <p>1.1 Connects students’ prior knowledge, life experience, and interests with learning goals.            1.2 Uses a variety of instructional strategies and resources to respond to students’ diverse needs.            1.3 Facilitates learning experiences that promote autonomy, interaction, and choice.            1.4 Teaches subject matter, problem solving, critical thinking, and skills in meaningful activities.            1.5 Promotes self-directed, reflective learning for all students.</p>	
<p><b>Standard 2: Creates and Maintains a Suitable Learning Environment for Students</b></p> <p>2.1 Organizes the physical environment to promote student learning.            2.2 Plans and implements classroom procedures and routines that support student learning.            2.3 Establishes a climate of fairness and respect.            2.4 Promotes social development and responsibility in independent and group learning.            2.5 Establishes and maintains standards for student behavior.            2.6 Uses instructional time effectively.</p>	
<p><b>Standard 3: Understands and Organizes Subject Matter for Student Learning</b></p> <p>3.1 Demonstrates knowledge of subject matter.            3.2 Organizes curriculum to support student understanding of subject matter.            3.3 Develops student understanding through instructional strategies that are appropriate to the subject matter.            3.4 Develops student understanding through instructional strategies.            3.5 Uses available materials, resources, and technologies to make subject matter accessible to students.</p>	
<p><b>Standard 4: Plans Instruction, Designs Learning Experiences for All Students, and Demonstrates Effective</b></p>	

<p align="center"><b>The California Standards for the Teaching Profession (Benchmarks)</b></p>	<p align="center"><b>Anecdotal notations regarding evidence of Standards during observation</b></p>
<p><b>Instructional Techniques and Strategies</b></p> <p>4.1 Draws on and values students' backgrounds, interests, and developmental learning needs.  4.2 Establishes and communicates goals for student learning.  4.3 Develops and sequences instructional activities and materials for student learning.  4.4 Designs long and short term plans to support student learning based on adopted materials.  4.5 Modified instructional plans to adjust for student needs.</p>	
<p><b>Standard 5: Assess Student Learning (Adhere to curricular objectives)</b></p> <p>5.1 Establishes learning goals for all students based on adopted curriculum.  5.2 Collects and uses multiple sources of information to assess student learning.  5.3 Involves and guides students in assessing their own learning.  5.4 Uses the results of assessments to guide instruction.  5.5 Communicates with students, families and other audiences about student progress.</p>	

**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX G**

**POST-OBSERVATION CONFERENCE**

**Teacher:** \_\_\_\_\_ **Supervisor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SUPERVISOR'S COMMENTS AND RECOMMENDATIONS:**

**TEACHER'S RESPONSE:**

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\*Teacher's Signature

Date:

Supervisor's Signature

Date

**Your signature does not necessarily denote agreement with the contents, only that it has been reviewed with you. You may have attached additional written comments prior to this observation form being placed in your personnel file. You have ten (10) days from the date of the post observation conference to submit a response.**

**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX H**

**CERTIFICATED EVALUATION REPORT**

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Credentials Held & Expiration Date: \_\_\_\_\_

Status of Teacher:    Temporary: \_\_\_\_\_    Probationary: \_\_\_\_\_    Permanent: \_\_\_\_\_

- 0.     Not Observed
- 1.     Unsatisfactory (*Progress Not Evident*)
- 2.     Needs Improvement (*Progress Evident*)
- 3.     Satisfactory (*Meets Standard*)
- 4.     Satisfactory (*Exemplifies Standard*)

<b>Standard 1 - Engages and Supports All Students for the Teaching Profession</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Connects students' prior knowledge, life experience, and interests with learning goals.					
Uses a variety of instructional strategies and resources to respond to students' diverse needs.					
Facilitates learning experiences that promote autonomy, interaction, and choice.					
1.4 Teaches subject matter, problem solving, critical thinking, and skills in meaningful activities.					
1.5 Promotes self-directed, reflective learning for all students.					
<b>Standard 2 – Creates and Maintains a Suitable Learning Environment for Students</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
2.1 Organizes the physical environment to promote student learning.					
2.2 Plans and implements classroom procedures and routines that support student learning.					
2.3 Establishes a climate of fairness.					
2.4 Promotes social development and responsibility in independent and group learning.					
2.5 Establishes and maintains standards for student behavior.					
2.6 Uses instructional time effectively.					
<b>Standard 3 – Understands and Organizes Subject Matter for Student Learning</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
3.1 Demonstrates knowledge of subject matter.					
3.2 Organizes curriculum to support student understanding of subject matter.					
3.3 Develops student understanding through instructional strategies that are appropriate to the subject matter.					
3.4 Develops student understanding through instructional strategies.					
3.5 Uses available materials, resources, and technologies to make subject matter accessible to students.					
<b>Standard 4 – Plans Instruction, Designs Learning Experiences for All Students, and Demonstrates Effective Instructional Techniques and Strategies</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

4.1 Draws on and values students' backgrounds, interests, and developmental learning needs.					
4.2 Establishes and communicates goals for student learning.					
4.3 Develops and sequences instructional activities and materials for student learning.					
4.4 Designs long and short term plans to support student learning based on adopted materials.					
4.5 Modified instructional plans to adjust for student needs.					
<b>Standards 5 – Assess Student Learning (Adhere to curricular objective)</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
5.1 Establishes learning goals for all students based on adopted curriculum.					
5.2 Collects and uses multiple sources of information to assess student learning.					
5.3 Involves and guides students in assessing their own learning.					
5.4 Uses the results of assessments to guide instruction.					
5.5 Communicates with students, families, and other audiences about student progress.					
<b>Standard 6 – Fulfills Instructional Duties and Professional Responsibilities</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
6.1 Reflects on teaching and learning.					
6.2 Engages families in student learning.					
6.3 Utilizes available community resources to support student learning.					
6.4 Works with colleagues to improve teaching and learning.					
6.5 Pursues opportunities to contribute and grow professionally.					
6.6 Fulfills non-instructional duties as assigned.					
6.7 Demonstrates ability to work effectively and professionally with individuals and groups; communicates effectively orally and in writing; fulfills Board-adopted Code of Ethics of the Teaching Profession; endeavors to grow professionally.					
6.8 Attends required meetings.					
6.9 Maintains records and equipment.					
6.10 Supervises students outside classroom					

**Written Assessment Summary by Supervisor:**

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**Area(s) To Be Addressed in Next Year's Goal Plan**

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**-OVERALL EVALUATION-**

**Satisfactory**

**Unsatisfactory (PAR Referral for Permanent Teacher)**

AN OVERALL RATING OF **UNSATISFACTORY** REQUIRES THAT A WRITTEN IMPROVEMENT PLAN BE MUTUALLY DEVELOPED.

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*Signature of Supervisor*

*\*Signature of Teacher*

*Date*

*Date*

**\*Your signature does not necessarily denote agreement with the contents, only that it has been reviewed with you. You may have attached additional written comments prior to this evaluation being placed in your personnel file. You have ten (10) days from the date of receipt of this evaluation to submit a response.**

**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX I**

**STATEMENT OF GRIEVANCE FORM**

OSTA Unit Member/OSTA \_\_\_\_\_ School/Office: \_\_\_\_\_

**Informal Level:**                      Date: \_\_\_\_\_

A.     Statement of grievance: (please indicate names, location, time, etc.)

B.     Violation: (indicate article and section)

C.     Remedy sought:

D.     Disposition of Informal Level: Date: \_\_\_\_\_

E.     OSTA Representative's signature: \_\_\_\_\_

Principal or Supervisor's signature: \_\_\_\_\_

**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX I**

**STATEMENT OF GRIEVANCE FORM**

OSTA Unit Member/OSTA \_\_\_\_\_ School/Office: \_\_\_\_\_

**Level One:**      Date: \_\_\_\_\_

A.    Statement of grievance: (please indicate names, location, time, etc.)

B.    Violation: (indicate article and section)

C.    Remedy sought:

D.    Disposition of Level One:                      Date: \_\_\_\_\_

E.    OSTA Representative's signature: \_\_\_\_\_

Principal or Supervisor's signature: \_\_\_\_\_

**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX I**

**STATEMENT OF GRIEVANCE FORM**

OSTA Unit Member/OSTA \_\_\_\_\_ School/Office: \_\_\_\_\_

**Level Two:** Date: \_\_\_\_\_

A. Statement of grievance: (please indicate names, location, time, etc.)

B. Violation: (indicate article and section)

C. Remedy sought:

D. Disposition of Level Two: Date: \_\_\_\_\_

E. OSTA Representative's signature: \_\_\_\_\_

Principal or Supervisor's signature \_\_\_\_\_



**OROVILLE UNION HIGH SCHOOL DISTRICT  
APPENDIX I**

**STATEMENT OF GRIEVANCE FORM**

**Level Four**

A. Request for arbitration:      Date: \_\_\_\_\_

B. Arbitrator's name: \_\_\_\_\_

OSTA Representative's Signature: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

Binding decision of Arbitrator:

Request to waive arbitration and skip to School Board hearing:

OSTA Representative Signature: \_\_\_\_\_

Date of request: \_\_\_\_\_

Date of Board hearing: \_\_\_\_\_

Decision of Board:

OSTA Signature: \_\_\_\_\_

President of the Board Signature: \_\_\_\_\_

C. Judicial Review:      Date: \_\_\_\_\_

Judicial decision: