



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ORLAND TEACHERS' ASSOCIATION

AND

ORLAND UNIFIED SCHOOL DISTRICT

MEMORANDUM OF AGREEMENT

between the

ORLAND UNIFIED SCHOOL DISTRICT

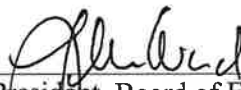
and the

ORLAND TEACHERS' ASSOCIATION

The following agreement has been reached by the designated representative of the Orland Unified School District and the Orland Teachers' Association. This agreement shall commence July 1, 2023 and remain in full force through June 30, 2026.

6/26/2023
Date

6/26/23
Date


President, Board of Education
Orland Unified School District


Designated Representative
Orland Teachers' Association

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ARTICLE I AGREEMENT

- A. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Board of Education of the Orland Unified School District (“Board”), and the Orland Teachers’ Association, an employee organization affiliated with the California Teachers’ Association and the National Education Association.
- B. This Agreement is entered into between the Orland Unified School District, employer, hereinafter referred to as “District” and the Orland Teachers’ Association, hereinafter referred to as “Association” or “Orland Teachers’ Association”, on behalf of the unit members for which the Orland Teachers’ Association was recognized pursuant to action by the District, dated July 21, 1976, and as modified thereafter by negotiations.

The purpose of this Agreement is to enable both parties to comply with the provisions of Chapter 10.7, Division 4, Title I of the Government Code of the State of California, as defined in the Rodda Act.

- C. This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026. Articles in this Agreement shall remain valid until a new agreement has been ratified by both parties.
- D. Amendments to this Agreement may be implemented during its effective date only with bilateral agreement of the Association and the Board.

ARTICLE II RECOGNITION

The Board recognizes the Association as the exclusive representative of all certificated employees of the Board – excluding substitute teachers, confidential, supervisory and management employees (principals, assistant principals, superintendent, director of projects, district psychologist), as defined in the Act – for the purpose of meeting and negotiating.

ARTICLE III DEFINITIONS

- A. “Teacher” refers to any employee who is included in the appropriate unit as defined in Article II and, therefore, covered by the terms and provisions of this Agreement.
- B. “Consensus” means everyone in the group supports, agrees or can live with the decision. If people cannot agree, they have an obligation to explain what needs or interests have not been met, seek to understand the needs or interests of the other participants and proactively work together to find alternative solutions that adequately meet the interests of all.
- C. “Days” means the number of school days during which teachers are required to be in attendance.
- D. “Scope” refers to the scope of negotiable items which is limited to matters relating to wages, benefits, hours of employment, and other terms and conditions of employment. “Other terms and conditions of employment” includes the number of course preparations, teacher preparation, faculty meetings, extra duty pay, leave and transfer policies, class size, grievance procedures, evaluation, public charges, working conditions, school calendar, summer school, and negotiations procedures.
- E. “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with information, records, data, worksheets, and budgetary materials which may be relevant to

the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.

- F. "School day" means the amount of time each day during which students are required to be in school, unless otherwise provided for in this Agreement.
- G. "Immediate family" means parent, grandparent, great-grandparent, child, step-child, grandchild, brother, sister, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, parent-in-law, registered domestic partner, including relatives related to the employee or spouse or registered domestic partner of the employee by marriage, or any person living in the immediate household of the employee.
- H. "Daily rate of pay" means the unit member's annual salary divided by the number of days they are required by the Board to be present at school.
- I. "Hourly rate of pay" is the regular pay rate for hourly certificated employees.
- J. "Extra Duty Rate" is a negotiated rate of pay above and beyond your contractual duties.
- K. "Extra-curricular duties" means those duties not pertaining to the classroom responsibility or occurring during the regular teaching day. Open House/Back-to-School Night activities are part of the regular classroom responsibility.
- L. "Transfer" means movement from one school to another, movement of more than one grade, or when the majority of teaching assignment changes: i.e. four periods of math and two periods of English to four periods of English and two periods of math.
- M. "Organizational security" means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized or certified employee organization, or to pay the organization a service fee.
- N. Attire: Teachers are expected to maintain a professional appearance.
- O. "Duty-free Lunch" shall mean a forty-five-minute (45) period each day free from any site or district responsibility.

ARTICLE IV NON-DISCRIMINATION

- A. The Board shall not discriminate against any unit member on the basis of race, color, creed, sex, age, national origin, political affiliation, marital status, domicile, physical handicap, membership in any employee organization, or participation in the lawful activities of an employee organization.
- B. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE V NEGOTIATION PROCEDURES

- A. On or about May 1 of the school year in which this agreement expires, and as soon as possible after completion of the public provisions of applicable law, the parties shall meet and negotiate in

good faith on negotiable items. Any agreements reached between the parties shall be reduced to writing and signed by each party.

- B. Either party may utilize the services of outside consultants to assist in negotiations.
- C. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- D. Negotiations shall take place at mutually agreeable times and places during the regular school day, provided that meetings shall be held within five days from receipt of a written request.
- E. The Association shall be allowed thirty (30) total substitute teaching days per year for the negotiating team and preparation purposes. The Association may pay for more days at its option.
- F. The Association, as the exclusive bargaining representative, will be provided without cost, two copies of all County and State reports as mutually agreed. These shall include two copies of all budget cycle documents.

ARTICLE VI PERSONNEL FILES

- A. No adverse action against any unit member shall be based upon materials not properly contained in the primary personnel file of the unit member. No Board action shall be based wholly upon any incident reported more than thirty (30) calendar days after the incident, unless the incident is a violation of law.
- B. Whenever possible, any problem should be resolved at the complainant/unit member level.
- C. No negative or derogatory material shall be placed into a unit member's primary personnel file until:
 - 1. The unit member is notified of the nature of the complaint and the identity of the complainant within five (5) working days of its submission. This procedure does not apply to sexual harassment complaints or other issues of that nature. These issues are superseded by procedures in the law.
 - 2. The administration and the unit member make an attempt to resolve the problem (within five working days of initial notification).
 - 3. Twenty (20) days after the unit member has been notified of the intent to place such material into the personnel files.
 - 4. Resolution, if the unit member files a grievance.
- D. No negative or derogatory material shall be placed into a unit member's primary personnel file unless:
 - 1. An investigation is conducted by the administration.
 - 2. Evidence obtained by the investigation is substantiated, based on factual information and not hearsay.
 - 3. The administrator and unit member are able to resolve questions about evidence in C2 above, or agree on the resolution. If no resolution is reached, the unit member may utilize the grievance procedure. If the unit member or the Association chooses not to file a grievance,

the material may then be placed in the member's personnel file.

- E. A unit member shall be permitted to examine materials and/or obtain copies of materials in their personnel file at their personal expense, accompanied, if s/he desires, by a representative of the Association.
- F. Access to personnel files shall be limited to supervisors on a need to know basis, legal advisors of the District, and the entire Board as a group at a personnel closed session of the Board.
- G. Each person who reviews the personnel file of a unit member shall sign and date the outside cover of the file indicating a review has taken place. Contents of the personnel file shall be kept in the strictest confidence.
- H. Negative or derogatory material contained in a personnel file may be sealed at the request of the unit member after five (5) years. Sealed material is to be opened only upon the order of a court of competent jurisdiction.
- I. If, through the grievance procedure, a determination is made that the material is not appropriate for the personnel file, it shall be destroyed.
- J. The primary personnel file of all unit members shall be maintained at the central office of the District. No materials or information kept at site shall be considered a part of the personnel file of the unit member. Material is not considered a part of the unit member's file until properly entered.

ARTICLE VII ASSOCIATION RIGHTS

- A. The Association, on Association business, shall have the right to make use of school equipment, buildings, and facilities at reasonable hours when not in use by the District. Such equipment shall include, computers, other duplicating equipment, calculating machines, and all types of audio-visual equipment, and the use of fax machines with the full cost per transmission to be paid by the Association when such equipment is not otherwise in use. The Association will provide materials at its own expense.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided space in each school building in areas frequented by teachers without interference, censorship, or examination of such communications by the District. The Association may use intra-district mail service and unit member mail boxes for communications to teachers.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property during non-student contact hours.
- D. The Association may place items on the agenda of Board meetings. Action items, including appropriate backup materials must be presented to the office of the superintendent prior to the close of the day six (6) calendar days prior to the Board meeting. The OTA representative will be placed on the agenda in order to make a report at each regular Board meeting. If any Association item or backup material is not included in the agenda or board packet, the OTA will be contacted by the District as soon as possible after that decision is made.
- E. The Association president or designee may use up to two (2) days of release time for Association conferences, meetings, or other business. The OTA may pay the cost of a substitute for additional release time.

- F. The District and the Association agree to reserve the first and third Thursday, as well as the second Monday, of each month at the close of the school day for Association business.
- G. The Association shall have the right to act in an advisory capacity on District committees. Certificated representatives to these committees shall be appointed by the Association.

ARTICLE VIII PERSONAL AND ACADEMIC FREEDOM

- A. The Board shall not take any adverse action based upon a unit member's personal and organizational activities or preferences.
- B. It is recognized and agreed that the welfare of students may be served through the introduction and open exchange of ideas, materials, and positions which might be deemed to be unpopular or controversial, so long as these are presented as part of the fully-rounded curriculum as adopted by the Board of Education.
- C. The District shall not interfere with a unit member's freedom of speech or use of materials in the classroom within the approved framework of the Board-adopted course of study, unless such speech or materials constitute a clear and present danger to the students or to the District.

ARTICLE IX GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A "**grievance**" is an allegation by a grievant that said grievant has been adversely affected by a violation, misapplication or misinterpretation of the specific provisions of this agreement.
 - 2. A "**grievant**" is the person or persons, including the Association or representatives thereof, making the claim.
 - 3. A "**party in interest**" is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- B. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
 - 2. Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any member of the administration, to enlist the aid of the Association or a representative in the process, or to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement and that the Association president has been given written dispositions of the adjustment by both parties.
 - 3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in harm to a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year, or as soon as possible.
5. The Association, either on its own behalf or on behalf of the affected teachers, may initiate a grievance which affects more than one unit member in a single building, or teachers in more than one building at Level Two.
6. Until final disposition of the grievance takes place, the grievant shall fulfill or carry out the original administrative order, requirement or other directive, provided that the District employee issuing the order, requirement, or other directive, states in writing to the unit member that the request is, in the opinion of the administration, within the provisions of the Agreement and the law and does not create an unsafe working condition for the unit member.
7. A unit member should first discuss a potential grievance with the appropriate Association representative to determine whether a contract violation has occurred.

C. Procedure

1. Level One: A grievant shall first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated grievance representative, with the objective of resolving the matter informally.
2. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written or verbal decision has been rendered within five (5) days after the presentation of the grievance, they shall, within ten (10) days thereafter, file the grievance in writing simultaneously with the president of the Association and the superintendent.

Within ten (10) days after the receipt of the written grievance by the superintendent, the superintendent or their designee will meet with the grievant and a representative of the Association in an effort to resolve the grievance.

3. Level Three: If the grievant is not satisfied with the disposition of their grievance at Level Two, or if no written decision has been rendered within ten (10) days after they have first met with the superintendent or the superintendent's designee, the Association may request Advisory Arbitration.
4. Level Four – Advisory Arbitration: The grievance procedure is modified, effective July 1, 2001, to provide advisory arbitration for the entire Collective Bargaining Agreement ("CBA"). The American Arbitration Association ("AAA") shall be the provider of lists from which to select arbitrators and all proceedings shall be conducted in accordance with the AAA Voluntary Rules for Labor Arbitration. The Arbitrator's decision shall be forwarded to the Board for implementation or rejection. If an award is rejected, the Association may initiate a court action. Each party shall bear the costs of its own representation except that the costs of the Arbitrator and the court reporter, if any, shall be borne equally by the parties.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the superintendent or by any member or representative of the administration or the board against any grievant, any party in interest, any member of

the Association, or any other participant in the grievance procedure by reason of such participation.

2. A unit member may be represented at all stages of the grievance by himself/herself, or at their option, by a representative selected by the Association. If a unit member is not presented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If a grievance arises from action or inaction on the part of a member of the administration at the level above the principal or immediate superior, the grievant shall submit such grievance in writing to the superintendent and the Association directly and the processing of such grievance will be commenced at Level Two. The Association may process, at its own expense, a class action grievance through all levels of the grievance procedure.
2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the president of the Association. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the parties in interest.
3. When it is necessary for a representative to be designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, they will, upon notice to their principal or immediate superior by the president of the Association, be released without loss of pay or leave in order to participate in the foregoing activities. Any part of the 30 days available for preparation/negotiations may be used in this area. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right, with the Board paying 100% of normal compensation.
4. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any one of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.
6. Any concern not covered in the agreement will be handled through normal line and staff procedures which would include immediate supervisor, principal, superintendent, and school board, in that order. The concerned person may enlist the aid of the Association or a representative in that process. These concerns will not be considered a part of the agreement and, thus, not applicable in the grievance procedures established in this Agreement.

ARTICLE X TEACHER EVALUATIONS

A. Frequency of Evaluation

1. Probationary/Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will also receive interim evaluations on or before December 1, and on or before February 1.

2. Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis.

- a. Formal Evaluation – all permanent unit members are eligible.
- b. Alternative Evaluation – all permanent unit members are eligible
- c. Five Year Evaluation – To be eligible all unit members must:
 - i. Be employed at least 10 consecutive years with the school district
 - ii. Be highly qualified according to ed code 44664 a(3)
 - iii. Have an overall rating of “meets district standards” or “exemplary standards” on their previous evaluation
- d. Unsatisfactory Performance – Permanent unit members who received an overall rating of **“Unsatisfactory or Needs Improvement”** in the prior year on the Formal Evaluation Summary shall be formally evaluated the following school year.
 - i. Members receiving a rating of **“Unsatisfactory”** in **three (3)** out of the **six (6)** standards shall be rated “unsatisfactory” overall and referred to the Performance Improvement Plan (PIP) program (if implemented). In order for the standards to be unsatisfactory overall, a majority of the elements must be marked “Unsatisfactory”.

- B. Areas of Evaluation – The District shall evaluate and assess certificated unit member performance in all forms of evaluation as it relates to the California Standards for the Teaching Profession (CSTP): the progress of students toward the Board’s established standards of expected pupil achievement at each grade level in each area of study; the Engaging and Supporting All Students in Learning, Creating and Maintaining Effective Environments for Student Learning, Understanding and Organizing Subject Matter for Student Learning, Planning Instruction and Designing Learning Experiences for All Students, Assessing Students for Learning and Developing as a Professional Educator within the scope of the unit member’s responsibilities.

Unit members will focus on two Standards and two elements within each Standard.

1. DSLT will recommend one Standard for the school year. The evaluatee will select the elements and goal based on that Standard.
2. The evaluatee will select the second Standard with supporting elements and goal.

- C. Use of Publishers’ Norms

The evaluation and assessment of a unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

D. Notice to Unit Members

No later than October 1 of the year in which the formal or informal evaluation is to take place, the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, the Governing Board's established California Standards for the Teaching Profession (CSTP) at each grade level in each area of study, and the identity of their evaluator. The primary evaluator shall normally be the principal of the school.

Under special circumstances and for good cause an evaluatee may request an alternate OUSD site administrator for their primary evaluator. The request is heard and decided upon by the Superintendent. If the Superintendent's decision is unsatisfactory to the evaluatee, the evaluatee may appeal the decision to a three- member panel consisting of one (1) OTA appointee, one (1) District appointee and a third member to be mutually agreed upon. The decision of the panel shall be final.

E. Pre-Conference and Evaluation Plan

The unit member being evaluated and the evaluator shall meet to establish:

1. No later than October 15, the standards to be achieved in the areas described in Section B during the evaluation period;
 - a. A formal evaluation plan shall offer the evaluatee an opportunity to sign up for two formal classroom observations. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first formal observation shall be conducted no later than December 1.
 - b. An alternative plan shall offer the evaluatee a mutually agreed upon opportunity to select an activity, decide on and describe the project. The evaluator and evaluatee will schedule up to three mutually agreed upon target dates for identifying benchmarks and completion of the alternative option.
 - c. A Five Year Plan shall offer the evaluatee an opportunity to meet with their administrator and establish a target date for the next annual check in between May 1st and October 1st.
 - d. Unit Members being evaluated under the Performance Improvement Plan (PIP) because of an overall rating of unsatisfactory in the prior year will have an opportunity to meet with their administrator to sign up for two formal classroom observations and create their PIP. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. The first formal observation shall be conducted no later than December 1st.
2. By mutual agreement, the evaluator and evaluatee may include any of the following as documentation of progress toward meeting District standards in the

areas of evaluation described in Section B: curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

F. Classroom Observations/Post Observation Conferences

Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the first observation, the District shall give the unit member at least two (2) days' notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post observation conference. In addition to the formal observation, the evaluator shall informally observe the unit member at least twice during each evaluation year.

G. Formal Evaluation Summary –

1. All final evaluation conferences for permanent, temporary, and probationary unit members shall be completed by May 1. All final evaluation conferences for probationary 2 unit members shall be completed by February 15. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year. All copies must be signed by the evaluator and the evaluatee.
2. If a permanent unit member is given an "Unsatisfactory" rating in three of the six standards, they shall be referred to a teacher support program (PIP).
3. Where the evaluatee receives an overall Unsatisfactory Formal Evaluation Summary, the evaluator shall hold a conference with the evaluatee prior to the issuance of the Formal Evaluation Summary.
4. For each Formal Observation, the evaluator will rate the two CSTP's identified during the pre-conference. For the Final Summative Evaluation, the evaluator will rate all CSTP elements.
5. If the evaluator is concerned that one of the non-selected elements of a permanent certificated member might be marked as "Unsatisfactory" in the Final Summative Evaluation form, the evaluator will meet with the evaluatee to discuss their concerns in an attempt to remedy the possible "Unsatisfactory" as soon as possible.
6. The evaluatee shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatee's personnel file. A written response may be attached within ten (10) working days.

H. Alternative Evaluation Summary

The District and the Orland Teachers Association (OTA) share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

1. Participants

The following certificated personnel will be eligible to participate in an alternative evaluation system.

- a. All permanent certificated employees
- b. Participation will be voluntary by the permanent certificated unit member
- c. There will be no limit on the number of participants at each site.
- d. The alternative evaluation project, mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in Article X of the Collective Bargaining Agreement

2. Process

a. Alternative Evaluation Options

The certificated employee should select alternative evaluation options that are in alignment with their annual goals. The district-wide approved alternative options are described as follows:

(1) Individual Growth Activities

Individual growth activities are designed to improve the employee's performance through the use of selected professional growth activities combined with self-analysis techniques. Examples of activities in this category are:

- Portfolio assessments (training, development and use)
- Self evaluation (formative and summative)
- Student and parent feedback
- Teacher-created projects

(2) Educational Team Growth Activities

These activities are designed to reduce the isolation of the classroom teacher. The District and the Association agree that an increased level of collaboration contributes to the professional growth of each employee. Examples of Educational Team Growth Activities are:

- Cognitive coaching
- Recorded lessons (with peer reviewer)
- Inter/intra disciplinary grade level teams
- Collaborative teaching and presentations to staff
- Teacher team created projects

(3) Educational Research

The teacher may outline an instructional strategy or learning theory to be researched and implemented in the classroom. The design of the research and method of evaluation shall be included in the project. This may be completed in conjunction with graduate coursework or a District curriculum project.

b. Collaboration

The District and OTA believe the most effective professional growth occurs through collaboration

- (1) The teacher and the site administrator will work together in the selection of the options and the development of the specific activities.
- (2) All participants in the alternative evaluation option will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format for this collaboration will be developed at each individual site.

I. Five Year Evaluation Summary

Permanent Teachers: Permanent unit members will select one of the two Standards. Unit members will focus on two Standards and two elements within each Standard. DSLT will recommend one Standard for the school year. The evaluatee will select the elements and goal based on that Standard. The evaluatee will select the second Standard with supporting elements and goal. Selection of standards, elements and goals will happen at a maximum of once a year. If the Evaluatee is able to complete their goals before the five-year time frame, they shall create an additional goal(s) to be completed by the end of their five-year plan.

A new goal may be attached to a new standard and element.

The Evaluatee and Evaluator will meet twice a year to discuss their progress towards meeting their goals. Initial meeting will be completed by October 1st of the current school year. The annual check-ins shall be completed by May 1st.

J. Performance Improvement Plan (PIP) Program

1. Participants

The following unit members will be referred to the PIP program:

- a. Overall unsatisfactory rating in three (3) of the six (6) standards because they have a majority of elements with an unsatisfactory rating.

ARTICLE XI PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any unit member who is a member of the Association, or who has applied for membership, may

sign and deliver to the board an assignment authorizing deduction of unified membership dues, fees, and general assignments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the regular salary warrant of the unit member each month for ten months. Deductions for teachers who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- B. Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. Changes in salary deductions, with the exception of W-4 changes, for the school year may be made at the unit member's option between July 1 and October 1 of any school year.

Exceptions to be made only in case of emergency. All Association dues and representation fees not assigned to payroll deduction by October 1 shall be paid to the Orland Teachers' Association by December 31, in full.

ARTICLE XII CLASS SIZE

- A. The number of certificated staff assigned to all schools shall be determined by the projected enrollment, and adjusted no later than the first Monday after Labor Day.
- B. Teachers who consider their class size to be excessive may request a meeting with the principal to determine if there are options to reduce the class size. Principals will make every effort to balance class sizes. If such a meeting does not have a satisfactory result, the teacher may bring the issue to the Superintendent for resolution.
- C. Class Size Reduction and Staffing Ratios

1. This class size requirement is the collective bargaining alternative ratio to the TK-3 grade span adjustment requirement in Education Code Section 42238.01(d)(3). The annual average school wide class size enrollment will not exceed:

Transitional Kindergarten through 5th grade:

- 24-TK (12:1 ratio with one instructional aide)
- 26-Kindergarten
- 26-1st grade
- 26-2nd grade
- 26 - 3rd grade
- 27 - 4th grade
- 27 - 5th grade

2. For purposes of compensation on TK-5 class size overages:

- a. By May 30, the District will calculate the average class size for each teacher during each whole month since the beginning of the school year (September 1 through May 30).
 - b. The District will round the results of the calculations up or down to whole numbers as appropriate.
 - c. The District will compensate teachers for each whole month during which the size of their class exceeded the annual class size averages stated in Section C-1.
 - d. The compensation will be \$100 per extra student for each month during the class size exceeded the annual averages.
 - e. If a child is in a teacher's classroom for more than 50% of the instruction day, the child will count toward class size for the purpose of the compensation.
 - f. This additional compensation will be included in the June end of the month paycheck.
 - g. The principal of each school must approve the distribution of students by grade.
3. If a combo class is proposed, the principal and staff will meet to problem solve together about how to either avoid the combo class or make it work with support. If there is a problem with implementation, involve the Superintendent and Association.

D. C.K. Price School

1. No later than the first Monday after Labor Day, the teacher/pupil staffing ratio will be computed as follows: The enrollment will be divided by 26. Staffing will be .5 greater than the resulting number.
2. For the purpose of applying the class size formula, a non-classroom assignment charged to categoricals will not be used to determine staffing.

E. Orland High School

1. No later than the first Monday after Labor Day, the teacher/pupil staffing ratio shall be computed as follows: The enrollment will be divided by 26.7. One additional teacher will be supplied to compensate for CTE classes. Other categorical programs will not count within the class size ratio, nor will additional periods used for activities, athletics, projects, or other purposes (up to a total of five).

F. The District may exceed the number of staff called for by this formula for support staff and/or categorical programs as it chooses. The District will consult with the Association before adding or deleting support staff.

G. The District and Association may agree to waive the use of the staffing formula, and will jointly determine the support to be provided for those whose class size exceeds the ratio on a temporary basis if the number of classrooms available will not allow for additional staff.

H. The District agrees to consult with the Association should the enrollment at a school site exceed the staffing ratio for those whose class size exceeds the ratio. Additional staff may be employed as a solution after discussion with the Association.

I. In classes where the safety of students is dependent upon the number of students in the classroom

(wood, auto, welding, and other classes of similar nature involving tools and equipment), the ratio shall be one teacher for every 24 students, or shall not exceed the number of safe working stations.

- J. School staff may agree, by consensus, to utilize personnel assigned to their schools in other than classroom assignments.

ARTICLE XIII AVAILABILITY OF AGREEMENT

- A. After formal agreement has been reached by the Association and the Board, the agreement shall be published on the district website.
- B. The Board and the Association representatives shall share the responsibility to ensure the accuracy of the proofed copy of the agreement prior to the final publication.

ARTICLE XIV SCHOOL CALENDAR

- A. The number of certificated work days shall be 183 for regular classroom teachers. New employees shall work one additional day.
- B. The calendar will be negotiated and agreed upon no later than June 1st of each school year. Calendars will be determined two years in advance for purposes of planning.

ARTICLE XV MAINTENANCE OF STANDARDS

- A. The provisions of this Agreement that relate to Board policies and administrative regulations shall be incorporated into and be considered a part of the established policies of the Board.
- B. If any provision of this Agreement shall be found contrary to law, then such provision shall be deemed not valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- C. Any contract between the Board and an individual unit member shall be expressly subject to the terms and conditions of this agreement and all Board policies, administrative regulations, and the Education Code of the State of California.
- D. Terms and conditions shall be effective upon the signing of this agreement by both parties.
- E. The Board and the Association agree to commence negotiations on a new agreement for the next contract period on or before May 1 of the school year previous to contract expiration.
- F. The District will consult with the Association prior to contracting for any service normally provided by bargaining unit members.

ARTICLE XVI HEALTH AND SAFETY

- A. Physical Examinations

Any examination required of a unit member under the provisions of Education Code 44942 shall be at the expense of the District.

B. Tuberculosis Test

1. **Pre-employment:** Each person, upon initial employment, shall furnish to the Board a report showing that they are free from active tuberculosis. This report shall be made by a licensed physician or public health agency of a county or city showing that the employee has had an x-ray examination of the chest or an intradermal tuberculin test, such report to contain a statement indicating the physician's or health agency physician's evaluation regarding the freedom from active tuberculosis of the lungs. If the intradermal test is positive, a chest x-ray must follow. This report shall have been made not more than one year before initial employment.
2. **Post-employment:** All unit members shall furnish a report of the chest x-ray, intradermal tuberculin test, or affidavit each four (4) years thereafter. Cost of such intradermal tuberculin test or, in the case of previous, positive intradermal tuberculin tests(s), the cost of a chest x-ray, shall be borne by the District. Unless advised by a physician, the intradermal tuberculin test will be taken.

C. Exceptions

1. Exception to the tuberculin test can be made by the Board only on the basis of religious belief. Before adopting a resolution of exception for an employee, the Board shall conduct a hearing to determine that the pupils would not be jeopardized.
2. **Affidavit**
 - (a) If the Board grants an exception based upon religious belief, said unit members shall file an affidavit of adherence to the faith of a recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, state they are free from active tuberculosis to the best of their knowledge and belief.
 - (b) If at any time there is probable cause to believe that such applicant is afflicted with active tuberculosis, they shall be excluded by the Board until its members are confident that they are not afflicted by the disease.
 - (c) Failure to comply with this section may be deemed sufficient cause for dismissal.

D. Safety

1. The Board shall provide and maintain safe working conditions and equipment for all employees as determined after examination by OSHA.
2. Employees shall perform their duties in a safe manner, shall use safety devices, and shall immediately report any accident or unsafe working condition or equipment.
3. Teachers, other than qualified school nurses, shall not be required to perform any medical procedure on a student.

E. Use of Alcohol, Narcotics, and Tobacco

1. The use of intoxicants, narcotics or tobacco on school premises is strictly prohibited.
2. Any employee found to be under the influence of intoxicants or narcotics while on duty, or found guilty of moral turpitude, may be released from their contract after due process.

ARTICLE XVII EMPLOYEE BENEFITS

- A. Health Insurance Plan:** The District agrees to provide an insurance program including health, life, dental, and vision insurance for all eligible unit members.
1. Beginning October 1, 2022 and ending September 30, 2023 (Insurance Premium Year), the District health benefit contribution of \$18,388.06 will be the initial base amount used to calculate future district health benefits contributions. The district health benefit contribution will increase five percent (5%) maximum annually beginning October 1, 2022 based on the recommendation of the Insurance Committee meeting dated November 14, 2022.
 2. The premium shall be established through a study by an independent actuarial firm selected by the Insurance Committee and approved by the District, provided the insurance continues with the existing self-funded plan; unless the insurance committee recommends an alternative premium amount to the bargaining teams and is accepted by all parties.
 3. The Insurance Committee will continue to explore alternate comparative options to the self-funded plan.
 4. In the event of a decline in revenue, or if the District's health benefit contribution exceeds 19% of the overall budget, all parties would meet to discuss a remedy.
 5. Employees will be allowed to opt out of the District-offered health coverage under the following conditions:
 - (a) Proof of other health insurance. See Group Benefit Program Plan for coverage details.
 - (b) Re-enrollment will be available annually in the District Plan only during the window period (September).
 - (c) If the opted-out employee loses health insurance they must apply immediately for the District health plan.
 6. The District Insurance Committee will be composed of four certificated, four classified, and four district appointed employees. The Associations will select their members. The Insurance Committee will meet at least once each quarter. Members of the Insurance Committee will receive financial statements as received by the District.
 7. The Insurance Committee will review content of the plan and make recommendations on plan changes or modifications. The Insurance Committee will recommend the insurance plan, carrier, and broker for 1994/1995 and subsequent school years, subject to negotiations and ratification by all parties.
 - (a) The Insurance Committee shall be granted reasonable and sufficient release time.
 - (b) If the existing self-funded plan is dissolved during the life of this contract, distribution of remaining funds will be negotiated.
- B. All unit members who work a 50% or more assignment and wish to participate may do so by contributing the prorated premium cost. The cost is based upon the portion of a full-time assignment worked. Eligible unit members shall be enrolled in insurance programs on the first day of the month following fulfillment of the eligibility requirements.**

- C. Should the employment of a unit member terminate during the school year, the paid District coverage shall terminate at the end of the month containing the last paid day of employment.
- D. Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit member shall be entitled to continued coverage under the health, dental, and vision care plans until September 1st of the ensuing school year.
- E. A unit member will be responsible for a prorated payment of health and welfare benefits for each month in which the unit member is on unpaid status for more than half of the work days possible in the month. The prorated share is based upon the number of work days missed compared to the total number of work days in the month. Payments will be deducted through payroll deduction.
- F. In the case of the death of a unit member or a retired unit member who is not Medicare eligible, previously- covered family members shall continue to be covered at District expense for three calendar months after the end of the current calendar month.
- G. A unit member who is 55 or older and has been employed in the District for ten or more years of full-time service or the equivalent thereof may elect to retire and the District and the employee (retiree) will pay the premium for the medical coverage only (not dental or vision) at the same level as that provided for active unit members, for the unit member, including their qualified dependents. District paid coverage will terminate, for the unit member when they become Medicare eligible. Health benefits for the retired unit member's spouse shall be covered by the District, at the same coverage level as the retired member, until the spouse or the unit member becomes eligible for Medicare.

For example:

Member retires at 55, spouse is 60: Spouse shall be covered approximately 5 years (or until spouse is Medicare eligible) and member shall be covered approximately 10 years (or until Medicare eligible).

Member retires at 55, spouse is 50: Spouse shall be covered approximately 10 years (or until member is Medicare eligible) and member shall be covered approximately 10 years (or until Medicare eligible).

- H. The District will pay a percentage of the premium for a unit member who retires and has worked ten or more but less than the full-time equivalent of ten years. The percentage of ten full-time years worked shall be the percentage of the premium paid.
- I. **Employees hired prior to July 1, 2015:** A unit member who is fifty-five (55) years of age with ten (10) or more years of full-time services, or the equivalent thereof, may elect to retire and remain on the District's health plan or select cash in lieu of health benefits at the time of retirement. The District will pay the same premium for medical insurance (excluding dental and vision) at the same level provided for active unit members for the unit member and spouse. The cash in lieu of health benefits options is available as designed in Article XVII(I) below. Full-time is defined as a minimum of seven hours per day for the contractual year.
- J. **Employees hired after July 1, 2015:** A unit member who is sixty (60) years of age or older and has been employed by the District for ten (10) or more years of full-time service, or the equivalent, thereof may elect to retire and remain on the district's health plan or select cash in lieu

of health benefits at the time of retirement. The District will pay the same premium for medical insurance (excluding dental and vision) at the same level provided for active unit members for the unit member and spouse. The cash in lieu option is available as designed in Article XVII(I) below. Full-time is defined as a minimum of seven hours per day for the contractual year.

K. Cash In Lieu of Retiree Health Benefits: Cash settlement options to be as followed;

- a. All cash settlements to be deposited into 403b of unit member's choice at the time of retirement.
- b. Cash settlement amount will be determined on percentage of the district current annual cost of health benefit premium on the year of retirement and chosen option of cash benefit payment.
 1. **OPTION 1:** 20% of current district annual cost x eligible year's payable in One (1) Annual Payment. (Example: Current district annual cost \$18,388.06 x 10 yrs.x 20% = \$34,000 one (1) annual payment.)
 2. **OPTION 2:** 25% of current district annual cost x eligible year's payable in Two (2) Annual Payment. (Example: Current district annual cost \$18,388.06 x 10 yrs.x 25% = \$42,500 = two (2) annual payments of \$21,500.)
 3. **OPTION 3:** 30% of current district annual cost x eligible year's payable in Three (3) Annual Payment. (Example: Current district annual cost \$18,388.06 x 10 yrs.x 30% = \$51,054 = three (3) annual payments of \$18,388.06.)
 4. **OPTION 4:** 35% of current district annual cost x eligible year's payable in Four (4) Annual Payment. (Example: Current district annual cost \$18,388.06 x 10 yrs.x 35% = \$59,563 = four (4) annual payments of \$14,891.)
 5. **OPTION 5:** 40% of current district annual cost x eligible year's payable in Five (5) Annual Payment. (Example: Current district annual cost \$18,388.06 x 10 yrs.x 40% = \$68,072 = five (5) annual payments of \$18,388.06.)

L. Life Insurance

1. The District will provide \$15,000 in life insurance for each unit member covered by the District medical plan.

M. Salary Protection Insurance

1. Available by individual.

N. Tax Sheltered Annuities

1. Teachers may participate in the tax sheltered annuity of their choice with the Board providing payroll deductions for this purpose.

ARTICLE XVIII SHARED ASSIGNMENTS

A. Shared Contracts

1. Shared contracts shall be made available to permanent certificated unit members provided the following conditions are met:
 - a. When two unit members request a shared assignment, they must jointly apply by presenting a shared assignment proposal and a shared assignment checklist to the site

principal by February 1 of the year preceding the proposed shared assignment. The site principal will then send the proposal and their recommendation(s) to the Superintendent by March 1 of the year preceding the proposed shared assignment. If the proposal is denied by the Superintendent, the reason(s) for denial will be provided in writing. The Superintendent will forward approved proposals to the Governing Board for their consideration by the next available board meeting.

- b. When one unit member requests a shared assignment, they must apply by presenting a shared assignment proposal and a shared assignment checklist to the site principal by February 1 of the year preceding the proposed shared assignment. The site principal will then send the proposal and their recommendation(s) to the Superintendent by March 1 of the year preceding the proposed shared assignment. If the proposal is denied by the Superintendent, the reason(s) for denial will be provided in writing. The Superintendent will forward approved proposals to the Governing Board for their consideration by the next available board meeting. Upon approval of the shared assignment, the unstaffed percentage of the shared assignment shall be filled by a temporary teacher. Regular advertising and hiring procedures will be followed for the temporary position and the unit member will be on the interview committee.
 - c. Unit members participating in a shared assignment will apply for unpaid leave equivalent to the percentage of time taught by their shared assignment partner.
 - d. There is no increase in cost to the District for salary or benefits beyond the cost that would be incurred for a single unit member.
 - e. Contracts are found to be legal under all aspects of tenure, dismissal and other related laws.
 - f. Problems involved with statutory layoff reduction in programs shall not be increased by the granting of contracts.
 - g. Benefits and salaries shall be prorated for the part-time contracts in proration to the amount that part-time employment bears to full-time employment. Proration of health benefits shall be based on the defined District's maximum contribution.
 - h. Shared-contract unit members working less than sixty percent (60%) shall accrue service credit for annual salary advancement in direct relation to their percentage of employment. No unit member shall remain more than two (2) years on a single, existing, salary schedule step. Any unit member working seventy- five percent (75%) or more of the full-time workdays of any given school year shall receive a full year's service credit for each year worked.
2. Shared assignments shall be limited to:
- a. permanent District employees.
 - b. no more than two shared assignments per grade level.
 - c. no more than three shared assignments per school site.
 - d. two consecutive school years per assignment (applied for annually).
3. When a shared assignment is approved between two permanent District employees:
- a. the opening is not a vacancy and the position will be held by a temporary employee.

- b. If there are no changes to the number of classes at a site and/or a grade level, the room and grade level shall be held for the permanent District shared assignment employees for the duration of the shared assignment (not to exceed two years). If there are enrollment changes at a site necessitating the elimination of a class at a grade level in which there is a shared assignment, that class shall be treated as all others and the provisions in the "Transfer and Reassignment" article shall be determinative.

4. When a shared assignment is approved for one permanent District employee:

- a. the unstaffed percentage of the shared assignment will be held by a temporary employee.
- b. If there are no changes to the number of classes at a site and/or a grade level, the room and grade level shall be held for the permanent District shared assignment employee for the duration of the shared assignment (not to exceed two years). If there are enrollment changes at a site necessitating the elimination of a class at a grade level in which there is a shared assignment, that class shall be treated as all others and the provisions in the "Transfer and Reassignment" article shall be determinative.

B. Duration of Shared Assignment Program

- 1. Shared assignments shall be approved for one (1) year. Thereafter, the shared assignment may be renewed annually, limited to two (2) years, with the approval of the principal, Superintendent and Governing Board.

C. Shared Assignment Proposal

The shared assignment proposal shall include the following components, where applicable:

- 1. The instructional design of the program, instructional approaches, methods, and basic materials (i.e., reading texts) are to be specified for each curricular area.
- 2. The specific work site of the shared assignment.
- 3. Individual work calendars showing the specific days and times each participant will work for the entire year. (Use the prior year's calendar as a sample if the new calendar has not been adopted.)
- 4. Designated times for participants to meet with each other, with fellow unit members or with other unit members (e.g., support staff) to confer about student progress, to diagnose student needs and establish working relationships.
- 5. A plan for completion of written Pupil Progress Reports and official assessment records.
- 6. A written rationale regarding benefits to the educational program for students.
- 7. A plan to ensure consistent classroom management. Consistent classroom management includes:
 - a. behavior and discipline standards;
 - b. methods by which classroom assignments will be given, collected, and evaluated;
 - c. methods by which students' progress will be monitored and recorded;

- d. methods by which unit members communicate daily information about students.
- 8. Provisions for communicating with parents and appropriate school personnel.
- 9. Completion of the "Shared Staffing Checklist".

D. Shared Duties and Responsibilities

It is understood that all unit members participating in a shared assignment will perform those duties and responsibilities routinely assigned to unit members within a school or department which include and are not limited to the following:

- 1. Both shared assignment participants will be present for:
 - a. all pre-school orientation days
 - b. Back-to-School and Open House Nights
 - c. parent conference days on the same basis as full-time unit members
 - d. all SST, 504, I.E.P., and/or other official student meetings for their students
 - e. all adjunct and extra hour duties based on the percentage of the shared assignment
- 2. Exceptions may be made for special circumstances as approved by the principal.
- 3. Both shared assignment participants will attend all regularly scheduled faculty or department meetings as scheduled on the respective "on-duty days," and required in-service meetings unless otherwise directed by the site principal or the Superintendent. Responsibility for communication of information disseminated in a meeting rests with both unit members.
- 4. Retention recommendations will be agreed upon by both shared assignment participants.

E. Substituting

- 1. When one member of a shared assignment team is absent for illness or other paid leave, the remaining team member is encouraged to take over full-time for the period of absence, subject to the provisions of 18.1.16.2 (below).
 - a. Changes in the individual work calendar days to cover such absences, other than illness, shall be approved by the site principal and limited to five such days for each member of the team.
 - b. When a member of a shared assignment team is on an unpaid leave of absence and the remaining team member agrees to assume full-time teaching responsibilities for the assignment during the unpaid leave, the remaining member shall receive their regular per diem rate of pay and all regular benefits which accrue to full-time unit members.

ARTICLE XIX

LEAVES OF ABSENCE

A. Sick Leave

- 1. A unit member shall have ten days leave each year for personal illness or injury allocated at the beginning of each school year. The unused amount of leave allowed in any school year shall be accumulated without limit from year to year. Unit Members required to work more than the contractual days shall receive one additional sick leave day in their annual allocation.
- 2. A unit member is entitled to sick leave upon proper notification of their site principal, school secretary, or other designated representative. Notification should be given as soon as possible

before the absence or no later than one hour before school begins.

The District may require verification of the illness or injury. This verification may include a statement from a physician if one has been visited.

3. Sick leave is accumulated year by year and shall be transferred from district to district so long as the transfer is completed within twelve (12) months from the last day worked. Unused, accumulated sick leave may be credited toward retirement.
4. Unit members shall be notified in writing monthly of the total number of accumulated sick leave days, including those they are entitled to for the current school year.
5. After using all accumulated sick leave, a continuing ill unit member shall receive the difference between what their salary is and the cost of their replacement for the next 100 school days. If illness continues, they shall then apply for State Teachers' Retirement System disability.
6. Unit Members will be offered the Family Medical Leave Act when applicable.

B. Personal Necessity Leave

1. Up to a maximum of seven (7) days of accumulated illness or accident leave per year may be used for matters of compelling personal necessity. Reasons for compelling personal necessity include:
 - a. Death or serious illness of a member of the immediate family of the unit member when additional leave is necessary beyond the bereavement leave provided, or for the death of a member of the immediate family of the spouse of the unit member.
 - b. Accident or emergency, involving or threatening to involve the person or property of a unit member or a member of the unit member's immediate family where the presence of the unit member is required.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. (Up to two (2) days in addition to the seven listed above may be used for this section.)
 - d. Upon request by the unit member and approval of the administration, two of the seven days authorized herein shall be granted for the death of a personal friend.
 - e. No Tell Days: Seven (7) days of personal necessity leave may be used for reasons determined by the unit member. These days may not be used to extend any holiday or to extend the beginning or end of the school year; unless prior written approval is granted from the Superintendent, for life changing events (such as weddings or graduations), or other significant event of a compelling nature.

C. Child Rearing Leave

1. Any pregnancy-related disabilities shall be treated as any other illness.
2. Leave without pay may be granted for the year following the birth or adoption of an infant child.

D. Pregnancy Disability Leave

1. A female unit member shall be entitled to pregnancy disability leave with pay up to the amount of her accrued sick leave, with the submission of written verification of pregnancy by a recognized doctor or medical facility. Pregnancy disability leave shall become effective on a date to be determined by the unit member and her medical advisor. Said leave may include a reasonable recovery period following termination of the pregnancy.
2. A unit member may return to work the first regular working day following submission to the employer of a certificate from the attending physician that the unit member is capable of resuming the duties of her position.

E. Rehiring Rights for Tenured Teachers:

1. A Tenured Teacher who resigns from the District, and is eligible for rehire, may apply for a vacancy for which they are qualified. If upon rehire, they will maintain their former step and column on the salary schedule.

F. Bereavement Leave

1. Every person employed by the District in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three days, on account of the death of any member of their immediate family. If the travel distance is over three hundred miles (300) round-trip, the unit member qualifies for two extra days of bereavement leave. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Governing Board of the District.

An additional two (2) days of bereavement leave will be granted in the event the death was of a parent, spouse, or child. The District recognized the fact that sick leave may be used to extend bereavement leave due to stress with written doctor's recommendation.

G. Jury Duty

1. Unit members on jury duty shall be paid their normal salary, but reimbursement for such duty shall be payable to the School District. Mileage is exempted from this requirement. If the unit member is released from jury duty during the workday, the unit member is to return to the work site if a return by the end of the lunch period is reasonably possible.

H. In-service Leave

1. A unit member may apply for one day of paid leave each school year (cumulative for three years) for the purpose of improving their professional competence. Such leave may be used to visit classes in other schools or to attend workshops or conventions. Such leave shall not be deducted from other leaves of absence.

I. Sabbatical Leave

1. Sabbatical leave is considered to be an investment in the unit member's future value to the District more than a reward for past services. Therefore, two full years of service to the District shall immediately follow a sabbatical leave.
2. Unit member who has rendered service to the District for at least seven consecutive years may, upon the recommendation of the superintendent and the approval of the Board, be

granted a sabbatical leave not to exceed one year. Such leave shall be for the purpose of study or travel which will directly benefit the pupils of the District.

3. The unit member granted such leave shall be required to present an outline of the proposed program to the Evaluations Committee and to make such reports to the Board as may be recommended by the superintendent and/or the Evaluations committee as agreed upon in writing prior to the commencement of the leave.
4. In accordance with Education Code, the interests of the District shall be protected by a written, legally binding, agreement of the unit member to return to the service of the District and to render at least two years of service. The Board shall have the option of requiring a bond or other collateral equal to the amount of salary received, or of waiving such bond, and the unit member may receive compensation while on leave, provided the unit member performs services for the District as outlined in number three, above.
5. The unit member requesting a sabbatical leave MAY receive 50% of their base contract salary while on sabbatical upon board approval.
6. Upon returning to the District after a sabbatical leave, the unit members' salary shall be that of the step on which the employee would have been had they not been absent. If a unit member qualified for a higher classification, the proper transfer shall be made.

J. Industrial Accident Leave

1. Unit members will be eligible for up to sixty (60) days of industrial accident and illness leave in addition to illness and accident leave as provided herein. An "industrial accident or illness" as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the District.

K. Catastrophic Sick Leave Program

1. Definition: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, whose incapacity requires the unit member to take time off of work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off.
2. Eligibility Requirements: Eligibility leave credits may be donated to a unit member for a catastrophic illness or injury if all of the following requirements are met:
 - a. The unit member who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
 - b. The unit member has exhausted all of their paid leave credits.
 - c. The District verifies that the unit member meets all of the eligibility requirements.
 - d. Participation is voluntary and requires a signed, written Leave Credit Pledge.
3. Procedure for Pledging Sick Leave Credit
 - a. Unit members may pledge sick leave credits only if they have a minimum of fifteen

(15) days accumulated sick leave and may donate only days in excess of the fifteen (15) days.

- b. All transfer of sick leave credit to the program is irrevocable.
- c. Pledges shall be authorized in writing yearly by the unit member.
- d. All unit members on active duty with the District are eligible to pledge during the open enrollment period, such period to be from October 1 to November 1 each year.
- e. Unit members who elect not to pledge upon first becoming eligible must wait for the next open pledge period to join.
- f. Unit members returning from extended leave which included the pledge period will be permitted to pledge within thirty (30) calendar days of their return.
- g. The annual rate of contribution by each participating unit member for each school year shall not be less than one (1) day of sick leave, nor more than ten (10) days.
- h. Days pledged and granted will be without regard to the daily rate of pay of the recipient.

4. Procedure for Requesting Sick Leave Credit

- a. A unit member desiring Catastrophic Sick Leave credit shall submit a request to the Superintendent's office.
- b. A unit member who receives sick leave credit pursuant to this section shall use any leave credits that they continue to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- c. The maximum amount of donated sick leave credit that may be used by an individual under this section shall be ninety (90) days in any school year, as long as those days do not cause the employee to be granted an additional five (5) month differential period.
- d. If a unit member is incapacitated, requests for sick leave credit may be submitted by the unit members' agent or a member of the unit member's family.

5. Administrative Regulations

- a. Catastrophic leave credits shall not be used for illness or disability which qualify the unit member for Worker's Compensation benefits.
- b. Credits shall not be considered available leave for purposes of qualifying for disability.
- c. The District office shall maintain a file of pledges made by the unit member. Credits pledged and distributed shall be on file in the District and shall be authorized by the Superintendent and Association President before transfers are made.
- d. The Association shall issue a "Call for Donations" whenever the bank drops below fifty (50) days.

- e. If the Catastrophic Leave Program is terminated for any reason, the pledge days remaining shall be returned to the then current members pledging those days.
- f. The District and the Association shall keep all records confidential and shall not disclose the nature of the illness except as necessary to process the request for withdrawal and defend any appeals of denial.
- g. The Association shall administer Catastrophic Leave requests and coordinate the use of this provision.

ARTICLE XX TRANSFER AND ASSIGNMENT

A. Assignment and Reassignment

- 1. All assignments are to be made on the basis of personal and professional qualifications in the best interests of the students of the District and the personnel involved.
- 2. Whenever possible, the principal, department heads, and/or other teachers will participate in assignment and reassignment of certificated staff.
- 3. Continuance of assignments will be the normal practice whenever possible.

B. Transfer

- 1. A unit member may request transfer to any position for which the unit member is qualified by submitting a written request Staff Intent Form to the Superintendent on or before April 15, or upon notice of an opening.
- 2. Known openings shall be posted at each job site and/or mailed to emailed district wide, the president of the Association after school is out for the summer. The president will be notified either by an additional email to their personal email address or phone call. All unit members who indicated interest in vacancy on the Staff Intent Form will be notified of the vacancy. Written notice shall also be mailed to all qualified unit members who have requested a transfer.
- 3. If multiple unit members are interested in the same assignment, an interview panel will be convened. Transfer requests shall consider major and minor fields of study, and experience, past performance in the District, and District seniority, unless the unit member has shown unsatisfactory performance or progress not evident overall in the most current evaluation.
- 4. When there are no qualified applicants internally, based on Article XX B-3, outside applicants can be considered.
- 5. Reasons for denial of a transfer request shall be stated in writing to the unit members being denied a transfer before applicants outside of the District are considered.

C. Involuntary Transfer

- 1. Whenever it is determined that a unit member will be reassigned, the unit member will be notified of the intent to reassign and, upon the request of the unit member, given the reasons for reassignment in writing. In the event the unit member is reassigned the unit member will be paid for up to 14 hours of work in preparation for the new assignment. In addition, the unit member will be given one day of release time for such preparation, should the assignment

change be made after the first work day.

2. When a need for making a reassignment occurs, the District will seek volunteers from among those most qualified for the needed position before making a reassignment. Major and minor fields of study, experience, past performance in the District, and District seniority shall be considered in making reassignments.
 3. No unit member will be involuntarily transferred if said unit member has been involuntarily transferred within a period of two (2) prior school years.
- D. Unit members shall have the right to request of the Board of Education a shared contract or part-time teaching position.
- E. Resignations
1. Resignations become effective upon acceptance by the Superintendent.
 2. Resignations submitted after July 1 may be accepted at the discretion of the Board and only contingent upon the District securing a satisfactory replacement.
- F. Posting of Job Vacancies

The District shall post on the District's website, via District email to all unit members and on a bulletin board at each school and the District Office, all vacancies for bargaining unit positions.

Each vacancy announcement shall remain posted for a period of at least three (3) business days, during which time bargaining unit members may apply. Such postings shall include pertinent information about the vacancy (including specific skills and other requirements) and the deadline for submitting requests for consideration. The District may recruit outside of the District concurrently with this job posting.

No assignment to fill the vacancy shall be made until after the closing date of the posting. Unit members may submit to the District Office a written request for each such vacancy.

G. Effects of Two-Way Immersion Staffing

The implementation of Two-Way Immersion will not be a factor in the District's decision to non-reelect or layoff a certificated staff member.

ARTICLE XXI

SALARY

- A. See district website for current salary schedule
- B. All salary schedule calculations will be reviewed with the Association.
- C. All unit members who are required to serve more than the required number of days as set forth for their classification shall receive salary according to the pay/extra duty schedule, attached hereto as Appendix B (which is also available on the district's website).
- D. Unit members who do not complete their contract shall be paid in proportion to the number of days served of the number of required days.
- E. Every effort will be made to ensure that salary payments will be made not later than the last day unit

members are required to work during each month. (The first warrant due at the end of August.) The District will supply the County Superintendent of Schools with the necessary data so that salary payments for hourly services in addition to the unit member's regular assignment will be made no later than the following payroll period in which the service is rendered. Other remunerative services shall be paid within thirty (30) days after the completion of the service.

F. Column Placement by Professional Preparation

Teachers shall be placed on the appropriate column of the salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher column shall become effective as of the next school year.

G. Initial Step Placement

Teachers shall be given credit for previous teaching experience on a year-for year basis, at the discretion of the Superintendent, at the time of initial placement on the salary schedule. Teaching experience, for salary placement purposes, shall include all full-time experience in positions requiring certification qualifications. Teaching experience of at least 75% of any one school year shall constitute one service year.

H. Clear Vocational/CTE Credential

1. The clear vocational/CTE credential will be treated as the equivalent of the BA degree plus 30 units for salary schedule placement.
2. The Evaluations Committee will determine which courses or workshop credits are to be approved for additional unit credit. All rules and regulations relating to unit approval shall apply.
3. Only units of approved coursework or workshop credit earned after the date of completion of the clear credential or the bachelor's degree shall be counted as units beyond the BA + 30 for column movement on the salary schedule.

I. Step Requirements

Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If a unit member is employed by the District for at least one semester or one-half time of a school year, they shall be given credit for that year's experience for salary schedule advancement purposes. A unit member must teach 75% of a school year before advancing to the second year probationary status.

J. Graduate Degree Recognition

Unit members who complete graduate studies and receive an advanced degree shall receive additional compensation according to salary schedule in Appendix A

K. Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by two-thirds.

L. Special Assignment Salary Schedule

1. Unit members serving in special assignments shall be paid in accordance with their basic unit

member salary, described in Appendix A, plus the amounts designated on the Extra Duty Schedule, Appendix B.

2. If a new certificated job classification is established, the Board will consult with the Association over the appropriate salary and job description for that classification. If possible, said consultation shall take place prior to the filling of the position.
3. If there is any subsequential change in the duties of any existing certificated job classification, the Board will consult with the Association regarding possible modification in the salary.

M. Salary Schedule Advancement

1. Salary increases shall conform to the progression of the teacher from step to step and the securing of units necessary to advance from column to column.
2. Funds received by the District from colleges or universities in payment for practice teacher(s) within the District will be allocated to the supervising teacher(s).
3. All lower division courses to be used for column movement must be authorized by the District and the Board. It must be shown that a lower division course will add substantially to the classroom work of the teacher.

All upper division or graduate courses to be used for column movement must be courses within the teacher's major/minor field or District responsibility, with the following exception:

A unit member may declare an "area of interest" in which they will take a minimum of nine (9) semester units. Once an area of interest is declared, the unit member must complete the nine (9) semester units or secure the permission of the Evaluations Committee to change their "area of study". No more than one change in area of study may be made in any four (4) year period.

4. Salaries for any school year shall be based upon training experience as of September 1 of the year of employment (i.e., status as of September 1, 2022, determines the basis for salary placement for the 2022/2023 school year).

Teachers anticipating a change in salary column must notify the District in writing prior to March 15 preceding the commencement of the school year for which the column move is to become effective so that the necessary provision for the increase may be included in the budget.

The teacher must file proof of completion of work (grade card, letter) with the Superintendent's office by the first Monday in October. An official transcript showing proof of completion of work must be filed with the Superintendent's office by December 1.

5. Units of college credit may be earned under the following conditions:
 - a. The cost of the units is paid by the certificated unit member.
 - b. A substantial portion of the work required to gain the units is performed on non-duty time.
 - c. The units are upper division, in the teaching area, major, minor, or declared area of interest of the unit member.
 - d. Lower division classes or those outside the teaching area, major, minor, or declared

area of interest must be approved by the Evaluations Committee. To assure acceptance of course work for credit, prior approval for all courses before registration is advised.

- e. Units are not allowed if half or more of the cost of a workshop or conference is paid by the District when the workshop is held during duty time and credit is granted without substantial additional required non-duty time work. In case of dispute, the Evaluations Committee will determine if credit is to be granted.
- f. Units may be allowed if the cost of a workshop or conference is paid by the District, provided the workshop is at least 50% during non-duty time, and credit is granted only with additional required non-duty time required beyond the conference and written prior approval is granted by the Evaluations Committee.

ARTICLE XXII

MILEAGE

- A. All unit members required to travel on District business shall be provided with a District vehicle.
- B. If unit members are required to travel outside the District in their personal vehicle with no District transportation available, they shall be reimbursed for their auto expenses at the current IRS rate. The mileage shall be the actual miles driven or the mileage from the school site, whichever is lower.
- C. If unit members prefer to use their own vehicle for attending District business, they will be reimbursed as in Article XXII(B) above at one-half the current IRS rate.
- D. Unit members who are assigned to work regularly at more than one site shall be compensated for their travel at a rate calculated by the Superintendent based upon the IRS rate.

ARTICLE XXIII

EVALUATION OF UNITS

- A. It is the District's responsibility to place unit members in the appropriate salary column based on their transcripts.
- B. Units for Salary Credit
 - 1. Course units will be determined as per District Policy 4141.
 - 2. Unit members will be credited for column movement for outside preparation in workshops which are established by the District or County, or in cooperation with or approved by the District, at the rate of one unit for each fifteen (15) hours of attendance, up to a total of five (5) units, with the unit members who present the workshops receiving credit in like units. These hours must be recorded and verified.

ARTICLE XXIV

HOURS

(No reduction will be made in teacher preparation time without negotiation to agreement between the parties.)

- A. The normal workday for a unit member begins at 8:00 a.m. and ends at 3:30 p.m. Upon completion of assigned duties, unit members may leave at 3:00 p.m. on Fridays. Classroom/curricular responsibilities may require the unit member to remain on campus for a longer period of time. Unit members agree to arrange conferences with parents or students

before 8:00 a.m. or after 3:30 p.m. as needed for the convenience of all parties involved. A minimum day for unit members will begin at 8:00 a.m. and end at 1:00 p.m.

- B. Each unit member must serve, upon request, on one District Committee.
- C. On days when unit members have been assigned night duties, they may leave the site at 2:30 p.m. or after students have been dismissed, whichever comes later. The office is to be notified when the unit member is leaving early.
- D. Staff meetings which last beyond the regular staff dismissal time shall be limited to thirteen (13) per year. Such staff meetings will, normally, be completed by 4:00 p.m.
- E. All assigned duties outside of the regular work day other than Open House and Back-to-School Nights, and those in A and D above, shall be credited toward the twenty (20) hour maximum responsibility for extra duty. Each principal may allocate a portion of the twenty (20) hours for responsibilities of those unit members named to serve as department chairpersons or grade level representatives.
- F. Student starting and ending times may be modified by the District in the event occurrences other than legislation require same to insure that the minimum required number of hours for instruction is reached. Should legislation require a change, the parties agree to meet and negotiate any implementation. With the exception of third grade, all grades at a school site shall have the same starting and ending time.
- G. Counselors will work ten (10) more days than the teaching unit members and will receive their daily rate of pay (not including masters stipend).
- H. Adjustments to the normal work day may be made with agreement between the unit member and the site administrator.
- I. Subbing on Prep Time: Unit members shall not be required to substitute.
 - a. Pre-K through 5th grade:

If a support or master teacher (with a student teacher in their classroom) volunteers to substitute, they will be paid 1.5 times at the certificated extra duty rate.

If a regular education teacher accepts students from classes without a sub, they will be paid \$7 per student.

Teacher's on District business such as Committee meetings or Trainings will only be asked to cancel their attendance at the training as a last resort.
 - b. 6th through 12th grade:

If a unit member volunteers to substitute during the preparation period, they shall be paid at the certificated extra duty rate.
- J. Unit members assigned to grades 6 -12 shall continue to receive an average of one period of preparation per day as currently exists in District practice.
- K. Fourth (4th) and Fifth (5th) grade prep time: Each unit member will receive one (1) hour prep time once every two weeks during the student calendar year. Any prep time implementation will be bargained by both parties.

- L. No reduction will be made in teacher preparation time without negotiation to agreement between the parties.
- M. Itinerant Teacher Travel Time: Unit members who travel from one school to another on a regular basis shall have the same rights to a planning period, lunch period, and physical relief breaks as do other unit members.
- N. Banking Days
 - 1. Schools in the District will bank instructional minutes to allow for seven (7) minimum days per school year. The dates will be determined during negotiations concerning the school calendar.
 - 2. Each school will absorb the added minutes within the regular school day. Each staff, along with the site principal, will have the responsibility for scheduling the added minutes. The added minutes will be calculated to meet state attendance requirements.
 - 3. The intent of this program is to provide unit members with staff development time to work collaboratively in order to further the educational goals at each site, or between sites. Examples of activities are grade-level meetings, curriculum development, multiple grade level articulation, subject- level meetings, textbook concerns and staff training.
 - 4. A Banking Hours advisory committee composed of the site principal and one unit member from each grade level, selected by unit members will be established at each school site. At the high school, the principal may appoint one additional member to this committee.
 - 5. This committee, by majority vote, will determine the activities and content for 2/7 (two-sevenths) of the total "banked day" banking time. The District will determine the activities and content for 5/7 (five-sevenths) of the total "banked day" banking time. It is understood that the District may ask the committee to approve other activities or content that they bring to them for the 5/7 time under committee control. It is also understood that the District may ask the committee to approve other activities or content that they bring to them for the 5/7 time under District control.

ARTICLE XXV

RETIREMENT

- A. The District agrees to participate in the provisions of the "Golden Handshake" if available during the life of this Agreement.
- B. The District agrees to participate in the "Part Time Employment with Full Time Retirement Credit," as per Education Code Section 22713.

ARTICLE XXVI

REOPENERS

- A. The term of this agreement shall be beginning July 1, 2023 and ending June 30, 2026
- B. During the term of the agreement, any article may be opened with mutual consent.

ARTICLE XXVII

SAVINGS

- A. If any provision of this agreement or any application thereof to any unit member is held by the highest court of the state or a federal court to be contrary to law, then such provision or

application will be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

- B. Should a provision or application be deemed invalid, as described in Article XXVII(A), the Board shall reinstate any benefit reduced or eliminated to the extent allowable by law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

**PROFESSIONAL LEARNING COMMUNITIES MEMORANDUM OF
UNDERSTANDING BETWEEN THE ORLAND TEACHERS' ASSOCIATION
AND
ORLAND UNIFIED SCHOOL DISTRICT**

THE PARTIES do hereby agree:

Effective upon ratification of this agreement by both parties certificated staff members will adjust their work schedules on specified Wednesdays for the sole purpose of participating in Professional Learning Communities (PLCs).

Professional Learning Communities (PLCs) facilitate effective and lasting change in school districts. They allow professionals to learn from one another in a safe, supportive atmosphere. The focus of each and every PLC should be finding ways to measurably increase student learning.

Common Planning Time (CPT) is both collaborative and common planning time. Teachers work together to identify their desired results, determine acceptable evidence, and plan lessons, rubrics, assessments, instructional strategies, and other materials with engaging learning experiences and instruction that meet the needs of all students. CPT Meetings can not be more than half of your PLC cycle. In PLCs, teachers assess the effectiveness of the lessons developed in CPT by analyzing data and student work and providing time for necessary reflections before lessons are refined and adapted using the PLC cycle.

Definition of a cycle: A cycle usually consists of 3-6 meetings (between PLC and CPT) around completing the 4 Essential Questions on a given goal. A cycle may only take 2-3 meetings if you have an assessment (Examples DWA, DPA, School wide Goal) and/or materials already which means you need less CPT.

1. Forty-five (45) minutes of each modified Wednesday schedule, not including minimum days, has been allocated to PLC/CPT activities. The forty-five (45) minute PLC timeframe may be adjusted, due to a school conflict, at the discretion of the PLC group.
2. To encourage vertical teaming, PLC/CPT agendas will be consistent across sites for the first PLC Cycle. The First PLC Cycle will focus on the school-wide goal created by DSLT. The site administration will start the review of the school-wide goal in the first staff meeting of the year so PLC teams can start as soon as possible. The content and sequence will be standardized on a form reviewed by the OUSD DSLT TEAM. The first PLC will be used to set the Agendas for PLC/CPT cycle and driven by the four essential questions and agreed upon by the PLC team (grade level department members, coaches, and administration)
The Four Essential Questions are
 - a. What do we expect all students to learn?
(ex. Standards, pacing guide, Essential and Critical Questions)
 - b. How will we know if they learned it?
(ex. District Benchmarks, Assessments both Formative and Summative, Illuminate Data)
 - c. How will we respond if they don't learn it?
(ex. Reteach, RTI, Differentiation, Strategies)
 - d. How will we respond if they already know it?
(ex. Acceleration, Differentiation, Bloom's Taxonomy, Pacing Guide)
3. Notes from the PLC/CPT meeting shall be shared with all PLC team members, including administrators. Each set of meeting notes must include a "deliverable". Deliverables are observable or measurable actions which are intended to change student learning. Agendas and meeting notes will be housed in a shared drive to allow access to new team members or for use as references/data for other PLC teams.
4. On modified Wednesdays, after the PLC/CPT meetings are completed, if no staff, committee, or grade level meetings are scheduled, teachers will resume their normal classroom duties until 3:30 pm.

5. Occasionally, travel to another site may be required to facilitate vertical PLC team meetings. At the request of the teachers or administrators involved, and in agreement with the site leadership, vertical meetings can be planned.
6. Any PLC decision which cannot be agreed upon within the designated PLC time will be continued during the next PLC session with input from all interested parties.
7. Establish and agree upon Team Norms at the beginning of the school year.
8. School-wide review of PLCs purpose and protocols will be presented at the beginning of each school year, at the first staff meeting.
9. Every attempt shall be made to conduct the scheduled PLC/CPT meeting. Meetings can only be canceled at the consensus of the PLC team members and site leadership. Any canceled meetings will be rescheduled before the next PLC meeting.
10. Sites that do not have grade level or content area PLC's, will work with their site level administration to determine where they will contribute to the PLC process.
11. Any adjustments to the provisions of this MOU, during the term of this MOU, shall be made through consultation between the Orland Teachers Association and the Orland Unified School District.
12. The school calendar will include modified Wednesdays for PLC activities. Banking Days and non-modified Wednesdays will not be used for PLC activities. At the request of the teachers or administrators involved, and in agreement with the site leadership, PLCs may be held at other times to facilitate team member attendance and achieve specific training goals.
13. Each year in August and May the PLC team will fill out the PLC Self Assessment/Reflection Rubric.
14. Professional Learning Communities (PLC's) will align with the District calendar to ensure that the modified days are being used to their intentions, which are to operate PLC's. An MOU will be signed every 2 years along with the adoption of the calendar. If an MOU cannot be agreed upon then the calendar will reflect full day instructions on Wednesday and a regular schedule will go into place without banked time. If an agreement cannot be reached, the start and stop times would need to be adjusted.

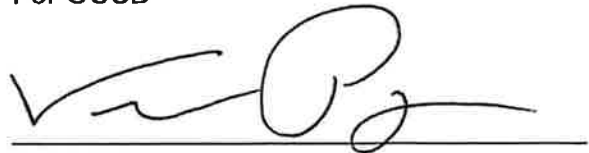
*This MOU will remain in effect until 6/30/25.

Agreed upon this 7th day of June 2023 by

For OTA:



For OUSD





OUSD PLC/ CPT FORM:

NOTE: CONTINUE TO USE THIS FORM THROUGH THE WHOLE PLC/ CPT CYCLE ADD NOTES FROM EACH MEETING IN A DIFFERENT COLOR.

Member List (list dates for attendance):

Name	PLC Dates	CPT Dates

PLC NORMS:

--

#1: WHAT DO WE WANT STUDENTS TO Learn or DO?

Student Learning Target:

What will students do? (skills and verb)	With what concept? (nouns/noun phrases)	Level of thinking needing (DOK)	Imperative Vocabulary:

Student barriers to learning (SEAD tool):

--

2: HOW WILL WE KNOW IF THEY'VE LEARNED IT?

Students who demonstrate mastery of this standard can:	Assessment/Evidence (ie. checklist, task, rubric, quiz, test, etc.)

#3 and #4: WHAT DO WE DO FOR THOSE THAT DO NOT UNDERSTAND? WHAT DO WE DO FOR THOSE WHO DO UNDERSTAND?

What are some common challenges identified from the data?

Reteaching and Enrichment: What skills should be practiced to reinforce standard?		
	Skills Needed and Teaching Strategies/Practices to Implement:	Number/Notes on Students
Above: How might a student demonstrate advanced rigor or extended mastery of standard?		
At/Near:		
Below: (What sub-skills or below level skills are connected to this standard?)		

SUPPORT NEEDED FROM ADMIN:

What support?	Date:

CPT NOTES:

Date:

Date:

MEMORANDUM OF UNDERSTANDING
Between the
ORLAND UNIFIED SCHOOL DISTRICT
and the
Orland Teachers' Association
May 22, 2023


PREFACE:

The District is finding it difficult to fill the CK Price School Counselor vacancy. The following agreement is a solution for filling the vacancy.

AGREEMENT:

1. The District can fill the CK Price School Counselor vacancy with a Social Work PPS.
2. This is a one time exception and will not create a past practice according to the CBA.
3. In the future if this position were to become vacant, the District will revert to filling the position with the appropriate PPS credential.

OUSD Representative


Victor Perry, Superintendent

OTA Representatives


Mark Barnhart, Co-President OTA


Jason Bragg, Co-President OTA