



# ORANGE UNIFIED SCHOOL DISTRICT

## HUMAN RESOURCES

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DATE: November 10, 2022

TO: Roger Urroz, Jr.  
Executive Director, Orange Unified Education Association

FROM: Ernie Gonzalez  
Assistant Superintendent, Human Resources

SUBJECT: **MEMORANDUM OF UNDERSTANDING – SUBSTITUTE TEACHING ASSIGNMENTS AND COVERAGE OF OPEN ASSIGNMENTS, ARTICLES 6.1700, 6.1710, 6.1720, and 2.1030**

The current Orange Unified School District (“OUSD”) and Orange Unified Education Association (“OUEA”) Collective Bargaining Agreement (“CBA”) language pertaining to substitute assignments by unit members is located in Articles 6.1700, 6.1710, 6.1720, and 2.1030 (as stated below). Pertaining to these Articles, the parties understand and agree that Articles 6.1710, 6.1720, and 2.1030 apply only to the current practice of compensating those secondary unit members who voluntarily provide substitute service during their conference period, where the conference period substitute service is assigned within the time period of the regular student instructional day through a site-based process administered by the principal of the school involved.

6.1700 It shall be the responsibility of the District to see that there are sufficient qualified substitute teachers available to completely staff the schools at the designated operating level at all times. However, if this is not possible, open assignments shall be filled through a site based process administered by the principal.

6.1710 Unit members do not have to accept such substitute assignments during their preparation/conference period and may in no way be penalized for refusing to serve as a substitute.

6.1720 Unit members who accept a substitute assignment during their preparation/conference period under this provision shall be compensated at the miscellaneous hourly rate of pay.

2.1030 **Substitute Service Provision**  
Unit members who voluntarily provide substitute service shall be paid at the miscellaneous hourly rate of pay, as outlined in Article 2.3000. However, any time worked beyond forty-five minutes shall be credited as having worked one (1) full hour and, at a minimum, any time worked shall be credited as one-quarter (1/4) hour of work.

The purpose of this document is to serve as a Memorandum of Understanding (“MOU”) between OUSD and OUEA for purposes of temporarily modifying the effects of other short-term teaching assignments which are made based on the District’s right of assignment (Education Code Section 35035, Article 11.100 of the CBA).

This MOU is intended to cover the following scenarios:

**Scenario #1:** When a certificated unit member who regularly serves in a non-classroom position (e.g. TOSA, Resource Teacher, Instructional Specialist, etc.), and who does not have a conference period scheduled by their supervisor during the regular student instructional day, is assigned to temporarily teach students in a classroom setting (where a substitute teacher is not available).

By this MOU, unit members described in Scenario #1 may be granted upon request, up to three (3) hours paid at the miscellaneous hourly rate of pay, per day of such service, in order to accomplish other tasks which the direct supervisor deems necessary for the unit member to complete. Such requests will be processed by the Superintendent’s designee through the Human Resources Department Substitute Services Desk.

**Scenario #2:** When a certificated unit member who regularly serves in an elementary classroom teaching position, and who does not have a conference period scheduled by their supervisor during the regular student instructional day, has a significant number of additional students added to the assigned classroom from one or more other classrooms (where a substitute teacher is not available) for at least one half of a school day.

By this MOU, unit members described in Scenario #2 shall in addition to their regular compensation, be paid a commensurate fraction of the Daily Substitute Teacher rate of pay, based on: 1) the number the number of teachers receiving additional students from another single uncovered classroom; and 2) the duration of the assignment, as described in table #1 below.

Table #1

Length of Time	Number of Receiving Teachers from a Single Uncovered Classroom	Rate of Pay	% of Rate of Pay to be Paid
>3 Hours	1 Receiving Teacher	Half-Day Daily Sub Rate	100%
Full Day	1 Receiving Teacher	Full-Day Daily Sub Rate	100%
>3 Hours	2 Receiving Teachers	Half-Day Daily Sub Rate	50%
Full Day	2 Receiving Teachers	Full-Day Daily Sub Rate	50%
>3 Hours	=/>3 Receiving Teachers	Half-Day Daily Sub Rate	Proportional Fraction
Full Day	=/>3 Receiving Teachers	Full-Day Daily Sub Rate	Proportional Fraction

**Scenario #3:** When a certificated unit member who regularly serves in a secondary classroom teaching position for at least one period has a significant number of additional students added to the assigned classroom period from one or more other classrooms (where a substitute teacher is not available).


By this MOU, unit members described in Scenario #3 above shall in addition to their regular compensation, be paid a commensurate fraction of the miscellaneous hourly rate of pay based on: 1) the number the number of teachers receiving additional students from another single uncovered classroom, as described in table #2 below.

Table #2

Length of Time	Number of Receiving Teachers from a Single Uncovered Classroom	Rate of Pay	% of Miscellaneous Hourly Rate to be Paid
One Full Period	1 Receiving Teacher	Miscellaneous Hourly Rate	100% of 1 Hour
One Full Period	2 Receiving Teacher	Miscellaneous Hourly Rate	50% of 1 Hour
One Full Period	=/>3 Receiving Teachers	Miscellaneous Hourly Rate	Proportional Fraction

The parties understand and agree that this MOU is a temporary measure and does not create any precedents nor establish the status quo for future bargaining purposes. This agreement will become effective when signed by the parties and upon ratification by the Board of Education and will remain in effect through and until June 9, 2023.

The signatures affixed below indicate mutual agreement of the parties to the provisions set forth herein. This MOU may be extended by mutual agreement of both parties.

  
 \_\_\_\_\_  
 for the Orange Unified School District

11/14/22  
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 Date

Greg Goodlander  
 \_\_\_\_\_  
 for the Orange Unified Education Association

Nov. 13, 2022  
 \_\_\_\_\_  
 Date