

**Tentative Agreement  
Between  
Orange Unified School District (OUSD)  
And  
Orange Unified Education Association (OUEA)**

It is mutually agreed between the parties as follows:

**ARTICLE 4: TRANSFERS**

**4.115 Reassignment of Unit Members**

**Site-based**

Reassignment is a change of teaching assignment, such as grade level, subject (e.g. English to mathematics), or change from a specialized site-based assignment (e.g. media specialist to classroom teacher) at the same worksite.

**District-based**

For District-based programs (e.g. special education, related services, instructional support, and elementary VAPA), reassignment is a change of assignment within the total District-based program.

**Other**

The terms reassignment and/or reassigned are also used in return from leaves (3.1200), movement from an administrative position to unit position (4.130), changes resulting from layoff (4.700), and changes due to program reduction/elimination (4.720). The meaning of such terms may vary depending upon the context in which they are used.

4.210 ~~A listing of a~~All certificated vacancies (including special requirements for that **each** vacancy as established at the school site or department) for which the District will be interviewing, shall be posted on the District Website. Available positions will remain posted until their close dates. Sites or departments will post signs indicating the District Website Internet address in a prominent location accessible to staff.

4.246 Voluntary transfers shall not be made later than the tenth (10) day of student attendance following the first (1) day of classes of the applicable school term without the mutual consent of the unit member and the district. ~~This provision shall apply equally to unit members in both the traditional and year round programs. Unit members in the year round program shall not be denied the right to voluntarily transfer into the traditional program after the start of year round calendar, as long as they have complied with the provisions of this Article.~~

**4.400 Involuntary Transfers**

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

Step 2:

If there are no volunteers, the principal/supervisor shall determine which person in the grade/department to be reduced has least seniority in Orange Unified School District. Elementary criteria for regular grade level classroom teachers to be based on District seniority ~~among teachers rather than seniority among teachers in the grade level to be reduced.~~

Step 3:

The unit member identified above shall be transferred unless he/she has experience in the District in another grade/department. He/she can "bump" a person with less seniority. This process can be repeated several times. **Ties at Step 2 and Step 3 are to be broken by lot.**

Step 4:

Involuntary transfers shall be determined by the foregoing steps, except, if a principal/supervisor designates yearbook, school newspaper, activities director, coach of an athletic team, pep squad, and the following specialized instructional programs for which additional related training was completed:

- a. International Baccalaureate
- b. Advanced Placement/Honors/GATE
- c. Academy
- d. Computers/Technology
- e. English Learners

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

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

4.482 Should the unit member still desire to be returned to the previous position, the written request shall be reviewed and first consideration shall be given to the transferee.

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

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

**4.485 The priority order for return is to be based first on seniority in the District, then on the items listed in Article 4.432, and in the event of a**

**tie following the application of these two criteria, the priority is to be determined by lot.**

- 4.490 a. Teachers who are involuntarily transferred shall be eligible upon request for up to 12 hours at the miscellaneous hourly rate to effect the transfer.
- b. Unit members, who are involuntarily transferred at the beginning of, or during, the school year, shall be granted upon request, at least two (2), or as many as three (3), school days released time to effect the change. The Superintendent or designee shall handle such requests. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.
- c. When an involuntary transfer takes place transferring a unit member from secondary to elementary or elementary to secondary, the District will provide for additional non-student days for the unit member in order to take advantage of inservice opportunities, as mutually determined by the District and unit member.
- ~~d. Unit members who are involuntarily reassigned to a different classroom within the same school/worksite during the school year shall be granted, upon request, two (2) days release time to effect the change. The District shall provide assistance from non-teacher personnel for packing and transporting supplies and materials of the unit member.)~~
- e. Change of Assignment during the School Year

Unit members who are involuntarily reassigned to a different classroom, different teaching assignment, or whose student assignment undergoes a significant change (i.e.: 30% or more of class composition is new to the teacher) at the same school/worksite during the school year shall be granted, upon request, two (2) days release time to effect the change. The unit member may be given 12 hours at the miscellaneous hourly rate to effect the change in lieu of the two (2) days release time. The District shall provide assistance from non-teacher personnel for packing and transporting of the materials of the unit member, equipment, books and supplies. The use of such time shall be arranged with the building principal.

#### 4.600 Involuntary Transfer/Paycheck Schedule

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

4.720 Reassignment Due to Program Reduction/ Elimination

Unit members who are serving in a position of counselor, media specialist, psychologist, elementary music teacher, **speech language therapist**, or school nurse, shall be reassigned to a teaching position **consistent with the provisions of the Education Code** should a reduction in any of these positions be required ~~pursuant to provisions of the Education Code~~. Should a reduction be required, unit members, serving in any of the positions listed in this provision, shall be reassigned to teaching positions **for which the unit member is credentialed and qualified**, with the least senior unit member (see below) within the area to be reduced being reassigned first, **consistent with the provisions of the Education Code**. Unit members so reassigned shall be maintained on a list for two school years for possible recall to the position they previously held, in inverse order of their reassignment, should a vacancy occur or a newly created position be established in their former area of service. In accordance with provisions in the Education Code, it is understood that if there is to be a District-wide layoff in conjunction with program or position reduction(s) that temporary unit members shall be laid off prior to any layoff of probationary or permanent unit members.

The term "seniority," as used within this provision (i.e. based upon service within a position), only applies to this provision (4.720) and then, only applies to effect the reassignment out of the positions listed herein and to guarantee the recall rights of unit members to those positions previously held prior to position reduction. In all other provisions of this agreement and by all other understandings and agreements of the parties established by past practice, the term "seniority" shall mean seniority within the District, as described in Article 4.120.

*The remainder of the Article to remain the same.*

**ARTICLE 2:           COMPENSATION**

2.300 Health and Welfare Benefits

2.310 Active Employee and Eligible Retiree Health and Welfare Benefits and Contributions

2.311 Within the cost maximums set forth below, the District shall pay the actual cost of providing health and welfare benefits (medical, dental, prescription, vision, and for actives only, life insurance) through an HMO plan for all eligible active employees and their eligible dependents, and through an HMO plan for all eligible retirees and their dependents. Eligibility shall be set forth in the current agreement.

The District shall pay the actual cost of the health and welfare benefits up to the following specified District maximum annual contributions. The District shall also make the same contributions for eligible employees who elect to participate in the District offered PPO program. Active

employees/retirees shall be assessed the difference between the agreed upon District maximum contributions (“the District CAPS”) as listed below and the actual plan cost, which is commonly referred to as the employee/retiree buy-up cost for the programs. Assessments shall be made through payroll deductions for active employees and monthly contributions paid by retirees. It is recognized that the District’s payroll department will need to adjust employee payroll deductions in light of the increase in the District contribution amount.

2.312 District Annual Contributions for Active Employees enrolled in health insurance plans through CalPERS, effective January 1, 2015 2018, are as follows:

PPO (includes PPO Dental)	PERS Choice	PERS Select	PERS Care
Single	\$6,152	\$5,127	\$5,946
2 PTY	\$12,162	\$10,112	\$11,750
Family	\$16,910	\$14,245	\$16,377
<b>HMO Blue Shield</b>			
	Access w/HMO or PPO Dental	Net Value w/HMO or PPO Dental	
Single	\$6,523	\$6,957	
2 PTY	\$12,904	\$13,772	
Family	\$17,873	\$18,383	
<b>Non Blue Shield Non-Kaiser HMOs</b>			
	Anthem w/HMO or PPO Dental	Other Non-Blue Shield Non-Kaiser HMOs w/HMO or PPO Dental	
Single	\$7,263	\$5,707	
2 PTY	\$14,384	\$11,272	
Family	\$19,803	\$15,753	
<b>Kaiser</b>			
	Kaiser w/HMO or PPO Dental		
Single	\$5,684		
2 PTY	\$11,526		
Family	\$15,393		

For the chart above, SINGLE means “single coverage for active employees”, 2 PTY means “single plus one dependent coverage for active employees”, and FAMILY means “family coverage for active employees”.

Effective January 1, 2017, implement one annual maximum contribution amount at each tier of coverage as set forth below.

The District will contribute toward the actual cost of health insurance premiums for employee only coverage up to a maximum of \$7200 \$7,560 per benefit year per eligible employee. Premium costs for plans that

exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for employee plus one dependent coverage up to a maximum of ~~\$14,500~~ **\$15,225** per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for family coverage up to a maximum of ~~\$18,500~~ **\$19,425** per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

*The remainder of the Article to remain the same.*

## **APPENDIX B7**

### **D. Athletics and Special Assignments**

(Percentage of Basic  
Salary Schedule Step 1A)

#### **Senior High School Boys**

##### Football

Varsity	10.25
Varsity Coordinator (3)	6.69
Varsity Assistant (2)	6.53
Sophomore (2)	6.06
Sophomore Assistant (1)	4.34
Freshman (1)	5.76
Freshman Assistant (2)	4.34

##### Basketball

Varsity	8.35
Junior Varsity	5.83
Sophomore/Freshman	5.24

##### Baseball

Varsity	7.71
Junior Varsity	5.45
Sophomore/Freshman	5.08

##### Wrestling

Varsity	7.34
Varsity Assistant	5.87
Sophomore/Freshman	5.24

Cross Country		
Varsity		6.34
Varsity Assistant (co-ed)		5.08
Track & Field		
Varsity		8.47
Varsity Assistant		5.51
Sophomore/Freshman		5.23
Tennis		
Varsity		6.43
Junior Varsity		5.36
Water Polo		
Varsity		6.25
Varsity Assistant		5.00
Sophomore/Freshman		5.24
Swimming		
Varsity		7.39
Varsity Assistant (Boys or Girls)		5.08
Soccer		
Varsity		6.68
Junior Varsity		5.51
<b>Lacrosse</b>		
<b>Varsity</b>		<b>6.68</b>
<b>Junior Varsity</b>		<b>5.51</b>
Volleyball		
Varsity		6.10
Junior Varsity		4.83
Sophomore/Freshman		4.83
Golf		
Varsity		6.18
Junior Varsity		5.24

### **Senior High School Girls**

Cross Country		
Varsity		6.34
Volleyball		
Varsity		6.10
Junior Varsity		4.83

Sophomore/Freshman	4.83
Tennis	
Varsity	6.43
Junior Varsity Assistant	5.36
Golf	
Varsity	6.18
Junior Varsity	5.24
Soccer	
Varsity	6.68
Junior Varsity Assistant	5.51
<b>Lacrosse</b>	
<b>Varsity</b>	<b>6.68</b>
<b>Junior Varsity</b>	<b>5.51</b>
Basketball	
Varsity	8.35
Junior Varsity	5.83
Sophomore/Freshman	5.24
Wrestling	
Varsity	7.34
Varsity Assistant	5.87
Sophomore/Freshman	5.24
Track & Field	
Varsity	8.47
Varsity Assistant	5.51
Sophomore/Freshman	5.23
Softball	
Varsity	7.71
Junior Varsity	5.45
Sophomore/Freshman	5.23
Swimming	
Varsity	7.39
Varsity Assistant	5.08
Water Polo	
Varsity	6.25
Varsity Assistant	5.00
Sophomore/Freshman	5.24



**APPENDIX H**

Replace the 9-12-05 PAR MOU with 6-22-17 PAR MOU.

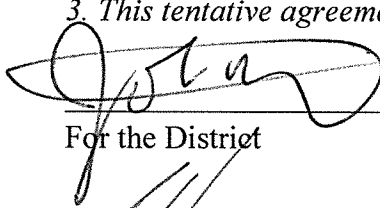
The remainder of the Appendices to remain the same.

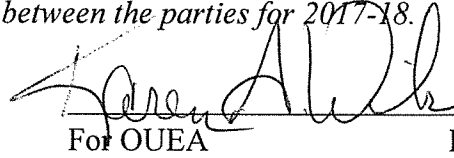
***In addition:***

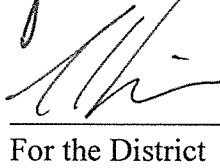
1. This tentative agreement is subject to ratification by both parties and subject to "AB 1200" review and approval by the Orange County Department of Education.

2. All members of the bargaining teams for both OUSD and OUEA support and recommend the ratification of this tentative agreement.

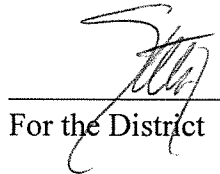
3. This tentative agreement concludes all negotiations between the parties for 2017-18.


 2/28/18  
\_\_\_\_\_  
For the District                      Date


 2-28-18  
\_\_\_\_\_  
For OUEA                              Date

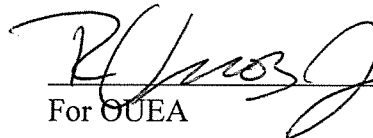
 2-28-18  
\_\_\_\_\_  
For the District                      Date

 2/28/18  
\_\_\_\_\_  
For OUEA                              Date

 2/28/18  
\_\_\_\_\_  
For the District                      Date

 2-28-18  
\_\_\_\_\_  
For OUEA                              Date

 2/28/18  
\_\_\_\_\_  
For the District                      Date

 2-28-18  
\_\_\_\_\_  
For OUEA                              Date