

Orange Unified Education Association

OUEA Bargaining Update

TENTATIVE AGREEMENT REACHED

2016-2017
Issue # 12
June 9, 2017

2016-2017 OUEA Bargaining Team

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Thank you to everyone who attended last night's OUSD School Board meeting. We had a great turnout!

Due to our united front, the District requested an impromptu bargaining session today (Friday) at 2pm. A tentative agreement was reached at this meeting. Please see below for the full tentative agreement.

The ratification vote at the sites will begin Tuesday, June 13th and conclude Friday, June 16th.

Ballots are due at the OUEA office no later than 3pm on Friday, June 16th.

The results will be available on the OUEA website after 5pm on Monday, June 19th or call the OUEA office beginning Tuesday, June 20th.

— Your OUEA bargaining team

OUSD Bargaining Team

Ed Kissee
Assistant Superintendent
Human Resources

Gunn Marie Hansen,
Ph.D.
Deputy Superintendent
Educational Services

Joe Sorrera
Assistant Superintendent
Business Services/CBO

John M. Rajcic
Senior Partner
Atkinson, Andelson,
Loya, Ruud & Romo

OUSD COUNTER PROPOSAL to OUEA 6-9-17

ARTICLE 2: COMPENSATION

The District accepts the most recent OUEA proposal for a two year agreement on salary which states:

“OUEA proposes a retroactive salary increase of 2% to July 1, 2016 and 1% off schedule bonus for 2017-2018 to all salary matrices and appendices (2, 5, 8, 10, 11, B-6). This pertains to all certificated unit members including ROP/CTE. This proposal covers the 2016-2017 and 2017-2018 school years for salaries only. Health Benefits will remain open for negotiations in 2017-2018.”

With the exception of “Article 2 Compensation” above, this proposal incorporates the remainder of the “OUSD COUNTER PROPOSAL to OUEA 6-2-17” presented at the bargaining table on 6-2-17 at approximately 9:15 a.m.

This proposal covers the 2016-17 and 2017-18 school years and upon agreement concludes negotiations for both years with the exception of Article 2 for benefits (Article 2.312 only), plus two additional non-compensation articles of each party’s selection.

Attached to this proposal is a “Tentative Agreement” based on the District’s acceptance of the OUEA proposal as stated above.

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

It is mutually agreed between the parties as follows:

ARTICLE 1: PREAMBLE

1.400 This Agreement shall be effective from **July 1, 2016 through June 30, 2018** ~~July 1, 2015 through June 30, 2017~~. OUEA and the District agree to reopen negotiations for the **2017-18 fiscal year regarding Article 2 for benefits (Article 2.312 only), plus two additional non-compensation articles of each party's selection** ~~2016-17 fiscal year regarding Article 2 for salaries (Article 2.120 A only, i.e. Appendices B1-B6), Article 6, Article 9, Article 17, plus one non-compensation Article each~~. Re-opener negotiations will commence **after July 1, 2017** ~~in December 2016~~.

The remainder of the Article to remain the same.

ARTICLE 2: COMPENSATION

The District shall provide a 2% increase to salary schedules in Appendices B1, B2, B3, B4, B5, and B6 retroactive to July 1, 2016. In addition, bargaining unit members who are employed by the District on November 1, 2017 shall receive a 1% off-schedule base pay bonus calculated on the unit member's placement on the salary schedule, to be paid in a one lump sum payment.

The remainder of the Article to remain the same.

ARTICLE 6: HOURS

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

6.1113 Extended-Day Kindergarten
~~Beginning in the 2011-2012 school year, K~~kindergarten may be 180 days of 285 instructional minutes per day which include 10 minimum days as prescribed by law for the purpose of facilitating an Extended-Day Kindergarten program.

6.1140 Grades 6-7-8 at a middle school site shall be 180 days of 366 instructional minutes per day which include ~~5~~ 4 minimum days for the quarter system or ~~4~~ 3 minimum days for the trimester system.

6.1150 Grades 9-12 shall be 180 days of 366 instructional minutes per day which include 6 minimum days ~~as prescribed by state law~~.

6.1160 A minimum instructional day for the purpose of determining student grades shall be scheduled as follows:

- a. At or near the end of the first quarter/trimester for all students in grades K-12.
- b. At or near the end of the second quarter/trimester for all students in grades K-8.
- c. At or near the end of the third quarter/trimester for all students grades K-12.
- d. At or near the end of the fourth quarter for all students grades K-8~~6 except students grade 6 in middle schools.~~
- e. On the last student day of the year in grades K-8.

6.1190 A minimum day for the purpose of administering final semester examinations **and determining student grades** at the senior high school shall be scheduled as follows:

- a. The final two instructional days at the end of first semester.
- b. The final two instructional days at the end of second semester.

6.1300 Participation by unit members in the outdoor education program shall be voluntary.

~~6.1310 At the beginning of each school year the District will forward to the appropriate Orange County Department of Education officials written notification of the terms and conditions of this Agreement.~~

~~6.1320 The purpose of the notification is to acquaint the Orange County Department of Education with the rights and benefits accorded under this agreement and the District's expectation that these rights and benefits will be maintained while unit members are participating in the outdoor education program.~~

6.1400 Provisions for R.O.P./C.T.E. unit members shall be according to Article 17 48.

6.1600 Traditional Year School

Grades are due to the appropriate office by the end of the noon hour on the second working day following the end of the quarter/**trimester**. **End of the year** ~~Fourth quarter~~ grades at secondary schools are due by 3:00 p.m. on the unit member's final work day. Refer to Report Card Committee for modification as needed, including due dates for report cards at elementary schools ~~and year round schools.~~

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. Such compensation shall be in addition to the unit member's regular salary. Payment for substitute service shall be included in the unit member's regularly scheduled paycheck.

6.1011 The schedule for elementary modified days for the 2017-18 school year is to be determined by the modified day committee (6.1030) subject to the parameters described in Articles 6.1012 through 6.1017 below, and for the purposes consistent with Article 6.610 described in A-D below. Should the committee not agree on the schedule for elementary modified days for the 2017-18 school year, the schedule will revert to the original schedule contained in 6.1010 above.

6.1012 During the week of scheduled parent/teacher conferences: the modified Wednesday time is to be used for parent conferences as described in D below.

6.1013 During a month which includes one (1) instructional Wednesday: the modified Wednesday time will be used for individual preparation and planning time as described in A below.

6.1014 During a month which includes two (2) instructional Wednesdays: one modified Wednesday will be used for individual preparation and planning time as described in A below; and one modified Wednesday will be used for group preparation and planning time as described in B below.

6.1015 During a month which includes three (3) instructional Wednesdays: one modified Wednesday will be used for individual preparation and planning time as described in A below; one modified Wednesday will be used for group preparation and planning time as described in B below; and one modified Wednesday will be used for professional development time as described in C below.*

6.1016 During a month which includes four (4) instructional Wednesdays: one modified Wednesday will be used for individual preparation and planning time as described in A below; one modified Wednesday will be used for group preparation and planning time as described in B below; and two modified Wednesdays will be used for professional development time as described in C below, with one day determined by the site and the other by the District.

6.1017 During a month which includes five (5) instructional Wednesdays: two modified Wednesdays will be used for individual preparation and planning time as described in A below; one modified Wednesday will be used for group preparation and planning time as described in B below; and two modified Wednesdays will be used for professional development time as described in C below, with one day determined by the site and the other by the District.

A. Individual preparation of and planning for instructional strategies to be used in the teaching process.

B. Grade level or group preparation of and planning for instructional strategies to be used in the teaching process as determined through a site based process facilitated by the principal.

C. Professional development time as determined by the site or District.

D. Parent conferences during a scheduled week of parent/teacher conferences.

***Note that for Article 6.1015, the modified day committee may agree to stagger the implementation of items B and C by school so that approximately half of the schools on one modified Wednesday may be scheduled for item B, while the other half is scheduled for item C, and then visa versa for another modified Wednesday so the net effect is that each school will have one B and one C during a month which includes three (3) instructional Wednesdays.**

The remainder of the Article to remain the same.

ARTICLE 7: EVALUATION PROCEDURES/PERSONNEL FILES/PUBLIC COMPLAINTS

7.200 Frequency

The evaluation and assessment of the performance of unit members shall be made on a continuing basis. Each school year one half of the tenured unit members chosen initially by lot shall be subject to the formal evaluation procedures set forth in this article. The remaining tenured employees may be informally observed in the non-evaluation year and will be formally evaluated in the subsequent year. Notwithstanding the above, any unit member receiving any "unsatisfactory" or "needs improvement" subcategory rating may be required to be formally evaluated each year. In addition, any unit member new to the school or work site due to voluntary transfer, return from any leave of absence will be evaluated their first year at that school or work site. In addition, any unit member new to the school or work site due to involuntary or administrative transfer, or return from leave of absence will be evaluated their first year at that school or work site at the discretion of the administration. Nothing in Article 7 shall be construed to limit the provisions set forth in Article 8 or the right of principals to document performance concerns observed during a non-formal evaluation year.

Evaluations shall be at least every five years for personnel ~~with permanent status who have been employed at least 10 years with the District, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree.~~ **who qualify based on all of the following requirements:**

1. Personnel with permanent status;
2. Who have been employed at least 10 years with the District;
3. Are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the Federal No Child Left Behind Act of 2001 (or its replacement regulations as applicable);
4. Whose previous evaluation rated the employee as meeting or exceeding standards;
5. The evaluator agrees;
6. The certificated employee being evaluated agrees.

The certificated employee or the evaluator may withdraw consent at any time. ~~It is agreed that this will be implemented on a year by year basis commencing with permanent employees who met the requirements of this subsection in 2008-2009. In this way, permanent employees scheduled to be evaluated in 2009-2010 will receive their scheduled evaluation.~~

Any employee may, upon receipt of their evaluation, note in writing any circumstances that may have adversely affected the outcome of his/her evaluation which shall be attached to the formal evaluation.

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

- | | | |
|----|---|--|
| A. | Group and/or individual orientation (Appendix E) given and explained to those scheduled for evaluation. | Twenty (20) working days following employment. |
| B. | Formal observation | By April 30 |
| C. | Evaluation Conference | By May 10 |
| D. | Subsequent Evaluation Conference (if required) | By June 10 |

The remainder of the Article to remain the same.

ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD

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

9.110 Class size for K-6 shall be maintained at an average of 30.0:1 students.

~~Class size for 3-6 may be maintained at an average of up to 33.0:1 students for the 2013-2014, 2014-2015, and 2015-2016 school years.~~

9.120 Secondary schools 7-12 shall be at a staffing ratio of 32.0:1 students.

~~Secondary schools 7-12 may be at a staffing ratio of up to 33:0:1 students for the 2013-2014, 2014-2015, and 2015-2016 school years.~~

9.700 LCFF Class Size Reduction

9.710 The Education Code authorizes a district and its certificated union to negotiate an alternative annual class size enrollment for each school site (Education Code section 42238.02(d)(3)(B)). Therefore, the District and Association have agreed that the District shall implement an alternative annual average class size enrollment for grades K-3 at each school site. The parties agree to establish alternative class size averages at the K-3 level that retain the funding provided in the K-3 Local Control Funding Formula (LCFF) grant, even if those class sizes may exceed the goals set forth in the LCFF. For this purpose, the parties agree that the alternative annual average class size per school site for grades K-3 ~~for the 2013-14, 2014-15, 2015-16, and 2016-17 school years~~ may not exceed 35:1. For grades K-2 K-3 the District will utilize a staffing ratio of not more than 30:1 district wide. For grade 3 the District will utilize a staffing ratio of not more than 33:1 District wide. **the staffing ratio stated in 9.110 above.**

~~9.720 The Education Code authorizes a district and its certificated union to negotiate an alternative annual class size enrollment for each school site (Education Code section 42238.02(d)(3)(B)). Therefore, after the 2013-14 school year as described in Article 15.710, the District and Association have agreed that the District shall implement an alternative annual average class size enrollment for grades K-3 at each school site.~~

~~For subsequent school years beyond the 2016-17 school year the District shall establish the maximum average class size at each school site in accordance with this Article as provided in a. f. below. For subsequent school years beyond the 2016-17 school year the District shall decrease the District wide staffing ratio for grades K-3 as specified in a. f. below, provided that any increase in certificated staffing is fully funded by the increase in the funding adjustment to the District's base grant provided under the LCFF. In this manner, the parties intend for the District's efforts to reduce class size in K-3 to be "cost neutral."~~

~~Based on the above, the parties agree that beginning the 2017-18 school year, the District will implement an alternative annual average class size enrollment for grades K-3 at each school site as provided below:~~

- ~~a. The alternative annual average class size per school site for grades K-3 for the 2017-18 school year may not exceed 33:1. For grades K-3 the District will utilize a staffing ratio of not more than 29:1 District wide for the 2017-18 school year.~~
- ~~b. The alternative annual average class size per school site for grades K-3 for the 2018-19 school year may not exceed 33:1. For grades K-3 the District~~

~~will utilize a staffing ratio of not more than 28:1 District wide for the 2018-19 school year.~~

- ~~e. The alternative annual average class size per school site for grades K-3 for the 2019-20 school year may not exceed 33:1. For grades K-3 the District will utilize a staffing ratio of not more than 27:1 District wide for the 2019-20 school year.~~
- ~~d. The alternative annual average class size per school site for grades K-3 for the 2020-21 school year may not exceed 33:1. For grades K-3 the District will utilize a staffing ratio of not more than 26:1 District wide for the 2020-21 school year.~~
- ~~e. The alternative annual average class size per school site for grades K-3 for the 2021-22 school year may not exceed 33:1. For grades K-3 the District will utilize a staffing ratio of not more than 25:1 District wide for the 2021-22 school year.~~
- ~~f. The alternative annual average class size per school site for grades K-3 for the 2022-23 school year (and following school years, unless otherwise mutually agreed) may not exceed 33:1. For grades K-3 the District will utilize a staffing ratio of not more than 24:1 District wide for the 2022-23 and following school years, unless otherwise mutually agreed.~~

If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for K-3 class size reduction, the parties agree to meet and negotiate to implement a mutually agreed solution.

~~If the District in fact ceases to receive additional funding for K-3 CSR, these District wide staffing ratios shall be suspended until full State funding is restored.~~

The remainder of the Article to remain the same.

ARTICLE 17: **REGIONAL OCCUPATIONAL PROGRAM/CAREER**
TECHNICAL EDUCATION (R.O.P./C.T.E.)

- 17.120 Full-time R.O.P./C.T.E. unit members (twenty (20) hours or more per week) **and part-time R.O.P./C.T.E. unit members** shall be paid at their hourly rate for all R.O.P./C.T.E. teaching duties and for preparation time **pursuant to Article 17.380**. ~~All part-time R.O.P. unit members shall be paid at Step 1 of the approved R.O.P. salary schedule.~~
- 17.160 R.O.P./C.T.E. unit members shall be paid their hourly rate for attendance on Staff Development Days. Full-time R.O.P./C.T.E. unit members shall be paid at step one (1) **of the R.O.P./C.T.E. base rate** for four (4) hours of classroom preparation prior to the opening of school for classroom preparation. R.O.P./C.T.E. unit members will be paid

one additional hour at step one (1) **of the R.O.P./C.T.E. base rate** for preparation and set-up at each career fair in which they participate. All other mandatory functions required by the District (e.g. department meetings, career fair) shall be paid at step one (1) **of the R.O.P./C.T.E. base rate from the R.O.P./C.T.E. Salary Schedule.**

17.170 ~~Completion of Level I requirements of the Possession of a Preliminary or Clear Designated Subjects Credential must be met for unit members to progress on the R.O.P./C.T.E. Salary Schedule steps.~~

17.331 Semester classes shall not be cut after the eighth (8th) week of instruction ~~for classes composed primarily of high school students.~~ However, such classes after the eighth week of instruction that do not maintain a weekly average enrollment of eighty percent (80%) of the enrollment in place during the eighth (8th) week of instruction may be dropped.

17.333 A listing of R.O.P./C.T.E. vacancies including special requirements for the vacancy as established by the District, shall be posted on the District and R.O.P./C.T.E. websites ~~and at the R.O.P. site in a location frequented by the staff.~~ Available positions will remain posted until filled.

17.350 Opportunities for additional instructional hours shall first be offered to qualified full-time R.O.P./C.T.E. unit members up to a maximum of eight (8) hours per day. ~~All current staff will be notified of R.O.P. certificated positions that become available.~~

17.380 **The salary rates on the salary schedule for part-time and full-time R.O.P./C.T.E. teachers in Appendix B6 include the percentage allocations for preparation time as set forth below.** Eligibility for preparation hours ~~to be~~ **are** based upon ~~7%~~ **11%** for part-time and ~~9%~~ **13%** for full-time of the unit member's teaching hours worked in a regular assignment per semester except for fire science (**paid at the base rate**), ~~extra truck driving instructors,~~ and those R.O.P./C.T.E. teachers currently on contractual assignment. ~~For class sections that maintain an average of twenty two (22) students in attendance over the duration of the course schedule, an additional 2% preparation time will be paid or for class sections that maintain an average of twenty five (25) students in attendance over the duration of the course schedule, an additional 4% preparation time will be paid.~~

It is agreed that where the abbreviation "R.O.P." appears in Article 17, it will be replaced by "R.O.P./C.T.E." The remainder of the Article to remain the same.

APPENDIX A

Recognition Agreement

The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Code for certificated employees excluding management (full or part time), Adult Education teachers, supervisory, confidential, substitutes (long and short term), classified, and other non-classified/non-certificated employees,

noon supervisors, consultants, outside contract service personnel, and any other for which a certificate is not required in their position.

~~Recognition Agreement Adopted by the Board of Education~~

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

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

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

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

~~All certificated personnel including:~~

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

Science Facilitators

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

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

~~Any new position created by School District qualifying for administrative salary placement.~~

APPENDIX B6

ROP/CTE TEACHER SALARY SCHEDULE HOURLY RATES

STEP	Base rate	Part-time	Full-time
1	\$35.46	\$39.36	\$40.07
2	\$37.06	\$41.14	\$41.88
3	\$38.81	\$43.08	\$43.86
4	\$41.88	\$46.49	\$47.32

The part-time and full-time hourly rates listed above on Appendix B6 are inclusive of the preparation time allocations provided pursuant to Article 17.380.

APPENDIX B7

D. Athletics and Special Assignments

(Percentage of Basic
Salary Schedule Step 1A)

Senior High School

Activities Director	10.68
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Senior High School Girls

Wrestling

Varsity	7.34
Varsity Assistant	5.87
Sophomore/Freshman	5.24

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

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

G. Middle School Athletics and Miscellaneous Assignments

District Middle School Sports Coordinator	17.94
School Sports Coordinator	
Boys (2.3825 per trimester quarter/season of sport)*	12.71 9.53
Girls (2.3825 per trimester quarter/season of sport)*	12.71 9.53
Sports Assistant (1 per quarter/season of sport per school)*	1.19
*Or proportional equivalent per trimester/season of sport.	

The remainder of Appendix B7 to remain the same.

APPENDIX C

Section 3: Crediting of Previous Experience

Only previous K-12 contractual experience, requiring a regular teaching credential, for at least 75% of a school year will be considered in items A below. **Upon request, previous K-12**

contractual experience in part time assignments, requiring a regular teaching credential, with paid contractual status of less than 75% of a school year may be considered for item A below to allow one (1) step for each two years of service in which the unit member was in paid contractual status for less than 75% of the school year, provided that the total contractual percentage over the two years is equivalent to 75% of one school year. When a unit member is hired during the school year and he/she has been under contract in another California public school system, the unit member's total time under contract during that school year will be considered for salary placement only. Experience as an intern will be considered for purposes of this Article.

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

Section 6: Methods of Salary Payment for Certificated Personnel

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

- A. Unit members **working one hundred ninety-four (194) days per school year or less** shall have **their annual** ~~the option of receiving salary warrants on either a ten-month or twelve-month basis pursuant to the following:~~
 - 1. ~~Unit members opting the ten-month payment shall have the contractual salary paid in ten (10) equal installments.~~
 - 2. ~~Unit members opting twelve-month shall have one sixth (1/6) of the contractual salary deducted during the first ten (10) months of the contractual year. The withheld amount shall be paid in two (2) equal installments during the summer following the contractual year the last working day of July and August. All deductions shall be made during the ten-month period. Method of payment may be changed only at the time stipulated in paragraph "3" (three) below.~~
 - 3. ~~Unit members opting the twelve-month payment shall notify the Human Resources Division the preceding year on the form provided. The twelve-month payment option shall not be available beyond July 1, 2017.~~
- B. Unit members working between **one two hundred ninety-five (195 200)** and two hundred seventeen (217) days per school year, shall have their annual salaries paid in eleven (11) monthly payments beginning with September of any school year ~~unless the twelve-month payment is opted by the unit member.~~

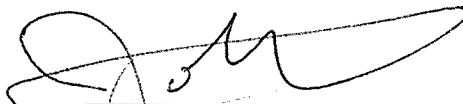
The remainder of Appendix C to remain the same.


APPENDIX E


It is agreed that Forms 3A and 3C are to be modified as presented on 4-27-17.

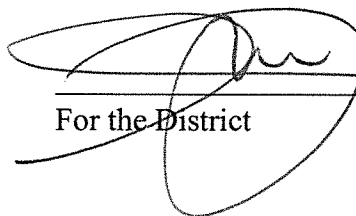
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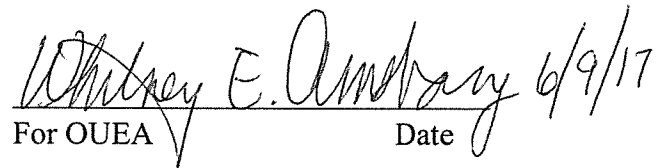
- 1. This tentative agreement is subject to ratification by both parties and subject to "AB 1200" review and approval by the Orange County Department of Education.*
- 2. All members of the bargaining teams for both OUSD and OUEA support and recommend the ratification of this tentative agreement.*
- 3. This tentative agreement concludes all negotiations between the parties for 2016-17 and 2017-18 with the exception of the agreed upon reopeners for 2017-18 as stated in Article 1.400.*

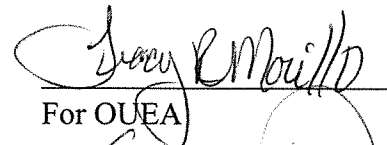
 6/9/17
For the District Date


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