

A G R E E M E N T

between

IRVINE UNIFIED SCHOOL DISTRICT

and

IRVINE TEACHERS ASSOCIATION

Effective July 1, 2021 to June 30, 2023

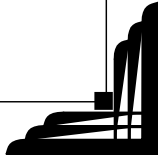
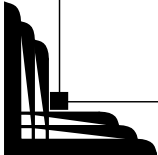


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ARTICLE 1 - AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Irvine Unified School District ("District") and the Irvine Teachers Association ("Association"), a unit member organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government code ("Act").
- 1.3 The Association agrees to furnish information required by the District to fulfill the provisions of this Agreement.
- 1.4 This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2023.
 - 1.4.1 Wages and Health and Welfare Benefits shall be annual reopeners.
 - 1.4.2 Each party shall be entitled to reopen a maximum of three (3) other articles. In addition, the parties may agree to address other subjects at any time.
- 1.5 No later than the second IUSD school board meeting in May, the parties shall sunshine proposals for a successor agreement or reopeners unless a later date is mutually agreed upon.
- 1.6 The parties shall commence negotiations no later than the third week of September unless a later date is mutually agreed upon.

ARTICLE 2 - RECOGNITION

- 2.1 For the purpose of meeting and negotiating, the District recognizes the Association as an exclusive representative 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. The District will maintain a posture of neutrality toward employees joining or not joining the Association.

ARTICLE 3 - DEFINITIONS

Adjunct Duties	Activities related to the curricular or extracurricular program at a given site, or in a district-based program, but not predicated on the particular knowledge of any particular student.
Assignment	The assigned teaching position or responsibilities.
Conferee	A fellow unit member, supervisor, administrator, professional organization representative, or attorney.
Consecutive Years	Years of employment within the District, whether in active service or on Board-approved leave. Board-approved leaves will not constitute a break in service nor will they count as salary credit except as noted in sabbatical leave.
Day	Unless otherwise specified, it shall be a day when unit members are required to be present.
District-Based Program	Services for students directed and coordinated at the District level; not a site-specific program.
Domestic Partner	A domestic partner as legally registered with the California Secretary of State.
Grievance	An allegation by one or more unit members that there has been an adverse effect by a violation or misapplication of the specific provision of this Agreement. (Other matters for which a specific method of review is provided by law, the rules and regulations of the District, administrative regulations and procedures and/or District policy of the District are not within the scope of this procedure.)
Grievant	A certificated non-management and/or non-supervisory person or persons making the allegation.
Immediate Supervisor	The individual having direct responsibility for the supervision and evaluation of the unit member.
Pay Committee	A committee which consists of three principals or designees and three unit members from the various school levels mutually agreed to by the Association and the District whose task shall be to resolve discrepancies in application of the Pay formulas.
Instructional Day	Instructional Day shall be comprised of the assigned time shared between a certificated person and a student or students for the purposes of instructing, tutoring, advising, counseling, diagnosing, and prescribing. The instructional day for support persons who serve as a resource to staff and

who have program responsibilities which provide direct services to students may include direct contact with parents and unit members.

Intern	A graduate student who has met all course and field work requirements outlined by the teacher preparation program at a university. The intern is employed by the District and must hold a valid intern teaching credential.						
Member of the Immediate Family	The following relatives of the unit member, the unit member's spouse, former spouse, domestic partner, or anyone living in the household of the unit member: parent, sister, brother, child, daughter-in-law, son-in-law, grandparent, grandchild, or former guardian; also, the unit member's spouse, domestic partner, and a person standing in loco parentis.						
Minimum Day	The minimum amount of time required by the state of California for attendance to count towards a complete day of schooling. The Education Code provides the following minimum days. <table><tr><td>K</td><td>180 minutes</td></tr><tr><td>1-3</td><td>230 minutes</td></tr><tr><td>4-12</td><td>240 minutes</td></tr></table>	K	180 minutes	1-3	230 minutes	4-12	240 minutes
K	180 minutes						
1-3	230 minutes						
4-12	240 minutes						
Modified Day	One on which the instructional day is less than the average unit member instructional day by grade level; the deficit time made up on other days.						
Negotiate in Good Faith	A serious and honest effort on the part of each party to reach agreement.						
Partial Contract	A teaching contract of less than 100% in any one school year.						
Professional Growth Committee	A committee which consists of one district administrator, one elementary principal and one secondary principal appointed by his/her designee, one teacher from each level (elementary, middle, and high school), and one unit member at large. The teacher representatives shall be appointed by the president of the Association.						
Reassignment	A change of teaching position, such as a grade level discipline (e.g. English to mathematics), or change from a specialized assignment (e.g. from a media specialist to a regular classroom teacher) at the same work site.						
Seniority	Seniority is defined based on the California Education Code 44845, i.e. the first day of paid service in probationary status.						
Shared Contract	One teaching position shared voluntarily by two unit members.						
Site	A school or a duty station where a unit member is assigned to perform job responsibility.						
Staff Meetings	Meetings called by the site administrator which occur within the unit member's work week and which deal with items related to unit members' instructional or adjunct responsibilities, or to the safe, sound and efficient						

operation of the school. Staff meetings may include any generalized discussion or purpose for which committees are assigned.

Student Day

The period of time from the start of the student instructional time to the end of the student instructional time. The student day may differ by grade level taught.

Supervision

General supervision activities of more students than a teacher's immediate class, but within the school day, such as yard duty or bus duty.

Transfer

A change in District worksite. For unit members of District-based programs not assigned full time to one (1) worksite, transfer shall be the same as reassignment.

Unless otherwise defined all word(s) in this agreement shall have meaning as defined in any standard dictionary of general usage.

ARTICLE 4 - NEGOTIATION PROCEDURES

- 4.1 Not later than June 1, or a mutually agreed to date of the calendar year in which this Agreement expires, the District and the Association shall meet and negotiate in good faith on negotiable items.
 - 4.1.1 Prior to the initial meeting, the District and the Association shall simultaneously present their proposals.
 - 4.1.2 Any subsequent agreement reached between the parties shall be reduced to writing and signed by them.
 - 4.1.3 ITA and the District shall meet in October to establish the collective bargaining calendar for the year.
- 4.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.3 The District and the Association may discharge their respective duties by means of authorized officers, individual representatives or committees.
- 4.4 Negotiations shall take place at mutually agreeable times and places outside of the regular school day except as otherwise mutually agreed, provided that meetings shall be held within five days or a mutually agreed to time period from receipt of a written request by either party.

ARTICLE 5 - MANAGEMENT RIGHTS AND DISTRICT POWERS

- 5.1 It is understood and agreed that the District retains all powers and authority to direct and control District operations to the full extent of the law. Included, but not limited to those duties and powers, are the rights in accordance with the applicable laws and District regulations to direct the work of unit members, to determine the means and services to be provided, establish the educational philosophy and the goals and objectives of the District, school and/or other activity, to insure the rights of students, unit members, managers and Board of Education members; to determine the number and kinds of personnel required; to determine the job descriptions, to maintain the efficiency of the School District operation, to determine the curriculum with unit member consultation, to build, move or modify the facilities, to develop a budget; to develop and implement budget procedures with staff input, to determine the methods of raising revenue.

In addition, the District retains the right to hire, assign, evaluate, terminate, and discipline unit members. Further, the District reserves the right to do all that is necessary to exercise the foregoing power, rights, authority, duties, and responsibilities, including but not limited to, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, and shall be limited only by the specific and express terms of this Agreement, in conformance with the laws of the State of California.

ARTICLE 6 - ASSOCIATION RIGHTS

- 6.1 The District agrees that employees in the represented unit shall have the right to freely organize, join, and support the Association for the purpose of representation in the meeting and negotiating process.
- 6.2 The Association and its representatives may use school facilities at reasonable hours outside of instructional time in accordance with the District's use of facilities policy.
- 6.3 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with the unit members' work schedule or interrupt normal school facility use.
- 6.4 The Association shall have the right to post notices of activities and matters of Association concern on unit member bulletin boards. At least a portion of one bulletin board shall be provided in each school building for that purpose. All Association communications shall have proper identification of the Association. Except for the Association elections, political campaign literature shall not be posted on school bulletin boards or distributed through school mail by the Association or any of its unit members, nor shall school facilities or equipment be used in any manner for political purposes by the Association. This provision shall apply to both school buildings and the central offices and to persons working where regular mail boxes do not exist.
- 6.5 The Association shall appoint all unit member representation on committees established for hiring management personnel when deemed necessary by management.
- 6.6 The District agrees to furnish the Association, on request, information concerning the financial condition of the District, including annual financial reports and audits, register of certificated personnel, preliminary budget requirements and allocations, agenda and minutes of Board of Education meetings, census and attendance data, names and addresses of unit members, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of unit members. Nothing contained in the above shall be construed to require that the District provide such information in any form other than it would normally be provided by the District.
- 6.7 The District will notify the Association of the following changes of status for bargaining unit members at least monthly: name, address, telephone, position, location, change in contract percent or status. Such notification will be sent directly to the Association office.
- 6.8 The District shall maintain a current seniority list and a copy thereof shall be sent to the Association listing the first day each unit member rendered paid service to the District.
- 6.9 All vendors seeking to do personal business with unit members shall be referred to the Association. Materials left at the District office and/or school sites by vendors for distribution to unit members shall be referred to the Association representative for review and/or distribution approval.

ARTICLE 7 – PAYROLL DEDUCTION

- 7.1 The District shall honor an employee's written request to authorize payroll deductions for the Association as set forth in this Article.
 - 7.1.1 The Association shall be responsible for processing these requests and shall provide the District with timely certification so that such a request for a reduction or deduction for an employee can be processed by the District payroll department according to payroll timelines.
- 7.2 Employee requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association. The District will rely on information provided by the Association regarding whether deductions for the Association were properly cancelled or changed.
 - 7.2.1 The Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.
- 7.3 The Association shall indemnify and hold the District and its employees or agents harmless from any and all claims, demands, or suits or any action arising from the organizational security provisions contained herein.
- 7.4 With respect to all sums deducted by the District, pursuant to Section 1 above, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for who such deductions have been made.

ARTICLE 8 - TRANSFER

- 8.1 Transfer is a change in District worksite. For unit members of District-based programs not assigned full time to one (1) worksite, transfer shall be the same as reassignment.
- 8.1.1 Types of Transfer
- 8.1.1.1 Unit member Initiated -- The unit member requests transfer.
- 8.1.1.2 District Initiated -- Transfer necessitated because of a credentials issue, a return from leave, a vacancy, or an emergency and/or unresolvable issue.
- 8.1.2 Transfer Criteria
- Seniority
 - Preparation/training
 - Recommendations/evaluations
 - Professionalism (as defined by criteria 6 of the California Standards for the Teaching Profession)
 - Recent assignment/experience
 - Instructional expertise
 - Ability to contribute to the total school program/perform adjunct duties
 - Observation
 - Personal interview
 - Other needs unique to the site or program
- 8.2 A unit member's activity in the Association shall not be a factor in the consideration of a transfer.
- 8.3 Posting of Vacancies
- 8.3.1 A list of all vacancies within the District shall be available at the District Office, shall be posted on the IUSD website, and notice shall be sent to the Association and the Association's site representatives.
- 8.3.2 Vacancies shall remain posted until their close date.
- 8.4 Unit member Initiated Transfer--The provisions for unit member initiated transfers set forth below shall not apply to transfer applications to Deciles 1, 2 or 3 schools. Unit members may apply for transfers to Deciles 1, 2 or 3 schools, but discretion regarding selection shall reside with the site administrator.
- 8.4.1 Unit members shall request a voluntary transfer to a specific posted vacancy within the posted time limit ("close date") for the position.
- 8.4.2 Unit members applying for transfer shall be given first consideration. Such consideration shall include paper screening for appropriate credentials.
- 8.4.2.1 It shall be the responsibility of the unit member to have current information regarding credentials and authorizations on file with the Human Resources office.

- 8.4.3 Unit members shall be provided an interview. Should the number of requests for transfer be unmanageable for the timeline, unit members shall be selected for interview after the application of the transfer criteria in 8.1.2.
- 8.4.4 The interview process shall be based on a weighted checklist of the criteria listed in 8.1.2, with the points assigned to Seniority at least equal to the other criteria with the highest point value.
 - 8.4.4.1 The results shall be recorded on the District Teacher Transfer Rating Sheet.
 - 8.4.4.2 The Association may review the weights placed on each criterion.
- 8.4.5 Unit members considered for transfer may be observed by the principal or designated staff from the worksite where the vacancy exists.
 - 8.4.5.1 If an observation is to be conducted, the unit member shall be notified prior to the day of the observation.
- 8.4.6 Unit members who are not selected for the vacancy shall be notified by phone or in writing within one working day after the vacancy is filled.
- 8.4.7 In the event a transfer is denied, upon request by the unit member, the administrator shall provide specific reason(s) for the denial in writing.
- 8.5 District Initiated Transfers
 - 8.5.1 Unit members shall not be transferred arbitrarily, capriciously, or without a rational basis in fact.
 - 8.5.2 Unit members shall be transferred only after a meeting or telephone conversation with the responsible administrator to communicate to the unit member the need for the transfer.
 - 8.5.3 Transfer policy shall not be used as a disciplinary measure.
- 8.6 Surplus
 - 8.6.1 A surplus situation exists when the number of unit members at a particular work site or in a district-based program exceeds the district- and/or department-determined unit allocation.
 - 8.6.2 Surplus Situation
 - 8.6.2.1 Volunteers for transfer will be considered first for resolution of the surplus if they contribute to the resolution of the surplus issue as determined by the administration.
 - 8.6.2.2 The following point system shall be applied to each unit member in the declared surplus:
 - 1. Seniority in the District

One point granted to each unit member in the department with a surplus situation except for the number of unit members corresponding to the number of surplus unit members who have the least district seniority.

District seniority shall be defined as the first day of paid service in probationary status. Tie breaker criterion for those with the same seniority date shall be the last four (4) digits of the unit members' social security numbers, with the lowest number having the least seniority, the highest number having the most seniority and all others ranked in between those numbers.

2. Credential

One point for proper credential authorization to teach the subject.

8.6.2.3 The site administrator may exempt key unit members from District initiated transfer. To apply an exemption:

8.6.2.3.1 The site administrator shall provide a written explanation posted at the site, and provided to the Association president that such exempted unit member(s) hold key curricular or extra-curricular assignment(s) within the school/department.

8.6.2.3.2 The maximum number of unit members who may be exempted shall be four (4) in each comprehensive high school, two (2) in each middle school, two (2) in each K-8 school, and one (1) in each elementary school.

8.6.3 The site administrator shall conduct a conference with each unit member being transferred.

ARTICLE 9 - REASSIGNMENT

9.1 Reassignment of Unit Members

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

For District-based programs, reassignment is a change of assignment within the total district-based program.

Unit members of district based programs (e.g. special education, elementary science, and elementary fine arts) assigned full-time to a specific school site shall be considered site staff for the purposes of reassignment to a vacancy occurring at that site.

9.1.1 Types of reassignment

9.1.1.1 Unit Member Initiated -- The unit member requests reassignment.

9.1.1.2 District Initiated -- Reassignment is necessitated because of a credentialing problem, return from leave, filling existing vacancies, a surplus situation, an emergency condition, or for the benefit of the school instructional program.

The site administrator may assign unit Members according to these provisions in spite of written requests for reassignment consideration on file. The site administrator shall justify such action in writing if requested.

In the event that the site administrator has not received any written requests for reassignment consideration, reassignments shall be considered district initiated.

9.2 Posting of Positions New to a Site

9.2.1 Positions new to a site (a duty not performed at the school in the prior year) shall include a brief description of the assignment, timeline for expression of interest, any special qualifications, and compensation (salary, release time, stipend and surplus point).

9.2.2 Positions new to the school site and identified during the summer recess will be filled in the fall unless unit members are notified by mail of the position(s).

9.2.3 Positions new to a site unfilled by a worksite reassignment shall be posted as a District vacancy.

9.3 Unit Member Initiated Reassignment

9.3.1 Vacancies (existing unfilled positions) and new positions at a site shall be made known to the site unit members who have submitted a written request for reassignment prior to any commitment to the position. Requests for reassignment made during the spring shall remain valid through the close of the following school year. During non-school months, the site administrator shall make a reasonable attempt to contact those individuals who have submitted a written request for reassignment. If the administrator is unable to contact the unit member(s) then the administrator may proceed with the reassignment process.

9.3.2 It shall be the responsibility of the unit member to make available to the administrator a method of communication with the unit member, should the unit member be away from home.

- 9.3.3 Requests for reassignment shall be submitted in writing to the building administrator within the time limit prescribed in order to be considered.
- 9.3.4 In the event of a vacancy, unit members applying for reassignment shall be given first consideration. Unit member(s) not selected for the opening shall be notified prior to any announcement that the vacancy is filled or that the vacancy is being opened to other individuals.
- 9.3.5 In the event a reassignment is denied, upon request by the unit member, the administrator shall provide in writing the specific reason(s) for the denial.
- 9.4 District Initiated Reassignment
 - 9.4.1 Unit members shall not be reassigned arbitrarily, capriciously, or without a rational basis in fact.
 - 9.4.2 Unit members shall be reassigned only after a meeting with the responsible administrator to communicate to the unit member the need for the reassignment.
 - 9.4.3 Reassignment policy shall not be used as a disciplinary measure.
- 9.5 Surplus Situation Reassignment

Surplus language in Article 8, Subsection 8.6, applies to reassignment as well as to transfer. All references to transfer may be read for the purpose of this article as reassignment.
- 9.6 A unit member's activity in the Association shall not be a factor in the consideration of a reassignment at a site.

ARTICLE 10 - WORKING CONDITIONS

The District recognizes the importance of unit member input. In order to facilitate unit member input, the District uses a participatory management system that values unit member participation in decisions. Special importance is placed on receiving unit member feedback on professional issues and professional responsibilities.

The Association shall have one seat on each Board-created advisory committee and shall select its committee member.

10.1 The District agrees to provide facilities, equipment, and a wholesome and functional environment for unit members and students.

10.1.1 Each unit member shall be provided upon request a filing cabinet, desk, or appropriate storage space, which will be lockable.

10.1.2 The District shall provide designated on-campus parking for bargaining unit members assigned to a high school site.

10.2 The individual unit member instructional day will be differentiated by grade level. Unit members recognize their responsibility to their profession and will perform other duties outside the instructional day necessary to fulfill their obligations to the educational process. Such other duties are delineated within: 10.2.1, 10.2.2, 10.2.3, and 10.2.4.

Kindergarten	300 minutes
Grades 1-3	285 minutes
Grades 4-6	308 minutes
Grades 7-8	280 minutes
Grades 9-12	280 minutes

Worksites may deviate from these averages to allow the district to participate fully in the state funded staff development program and/or accommodate site decisions for minimum days.

10.2.1 Category 1: Instructionally Related Duties

Activities which are integrally connected by function or law to a unit member's instructional responsibility; by performing these duties the unit member facilitates, supports, or complements his/her instructional role. These activities are either: 1) associated with a particular unit member by virtue of the unit member's instructional relationship with individual students; i.e. no other unit member could perform these functions because they are predicated on the individual unit member/student relationship; or 2) mandated by law; i.e. responsibilities enumerated or inferred in existing legal statutes or within this Agreement.

Instructionally related duties are implicitly assigned by the District through the vehicle of the unit member's employment.

A non-exhaustive list of examples of instructionally- related duties is included in Appendix C of this Agreement.

10.2.2 Category 2: K-8 Supervision Duties

General supervision activities of more than a unit member's immediate class outside the instructional day, but within the school day, such as yard duty or bus duty.

10.2.2.1 Each K-8 unit member shall perform supervision duties during the year as assigned by the site manager. Up to twenty hours of such duty may be assigned as needed.

10.2.2.2 During-the-day supervision responsibilities of the certificated staff shall be a site-based decision.

10.2.2.3 In the event that the site manager determines that a temporary need exists for supervision duty during the duty-free lunch period, the site manager shall first request volunteers to perform such duties. If there are not a sufficient number of volunteers, the site manager shall assign and allocate such duties on an equitable basis. Unit members will be paid the certificated hourly rate to perform such supervision duties.

A non-exhaustive list of examples of supervision duties is included in Appendix C of this Agreement.

10.2.3 Grades 7 – 12 Advisement

- For those sites that have regularly scheduled Advisement (home base), the time is considered part of the contractual teacher/student instructional time.
- Site Administrators shall inform teachers on less than 100% contracts of the percent of contract at which the Advisement period is valued, and how that will/may further reduce their percent of contract, depending on their assignments.
- Site by site information shall be posted on the Intranet and at each middle school site annually.

10.2.4 Adjunct duties are activities related to the curricular or extracurricular program, but not predicated on the particular knowledge of any particular student. These duties are a shared responsibility of all unit members at a site or in a District-based program and generally occur outside the school day.

Adjunct duties are a required part of the professional responsibilities of the teaching staff of the District. These duties shall be equitably assigned, based when possible on unit member preference, and will fall into the categories outlined in Appendix C.

Fulfilling one's adjunct duty requirement is typified by a District curriculum committee member who spends 6 - 8 hours in committee meetings and interacts with colleagues at the site regarding the work of the committee. This particular adjunct duty is the basis for defining an Adjunct Duty Equivalency (ADE). To assure equity, each unit member is responsible for an ADE that matches their full-time employment equivalency (FTE) at the school.

The site or program administrator, with opportunity for staff input, shall develop annually the site list of adjunct duties from which ADE's can be built. Each of these duties shall be weighted as to its ADE, e.g., the key leader in a non-review year might be

weighted as one-half ADE. The site list of duties and their weights shall be posted by the site or program administrator not later than the second week of each school year. Subsequent to assignment, and by the end of the first month of school, the site or program administrator shall post the master list with the assignments designated.

The total number of adjunct duty equivalencies at a site shall not exceed the number of FTE's at that site.

- 10.2.5 It is recognized that unit members and support personnel normally work more than forty (40) hours per week. However, the work week for support personnel and classroom unit members shall be forty (40) hours, no less than thirty-five (35) of which shall be on site.
- 10.2.6 At the request of the teaching staff minimum days shall be scheduled at each site on the days of Back-to-School and Open House nights.
- 10.2.7 A unit member shall be on site a minimum of thirty (30) minutes before the school instructional day begins.
- 10.2.8 Unit members shall be entitled to one duty-free uninterrupted lunch period each day. The lunch period shall be at least thirty (30) consecutive minutes, exclusive of passing periods.
- 10.3 Unit members who are required to travel between schools shall not be required to attend duplicate functions (except in an emergency).
- 10.4 Class Size Enrollment
- 10.4.1 Grade level limits/averages shall conform to all the state requirements:
- | | |
|-------------------------------------|-----|
| Kindergarten: | 33 |
| Grades 1-3: | 32 |
| Grades 4-6: | 35 |
| Secondary Maximum Student Contract: | 187 |
- 10.4.2 In the event enrollments occur which exceed the indicated limits for Grades K through 6, the site administrator and the affected unit member shall immediately proceed to develop a plan to redistribute students or provide support services and/or materials. Such plan shall be developed within seven (7) days and implemented within thirty-five (35) days following the first day of over-enrollment.

Grade Span Adjustment Program

Class size enrollment averages per school site shall not exceed the following:

- Transitional Kindergarten and Kindergarten: 33 students
- Grades 1 - 3: 32 students

These provisions shall remain in effect so long as the District participates in the Grade Span Adjustment program.

10.4.3 In the event enrollments occur which exceed the Secondary Maximum Student Contract number, the site administrator and the affected unit member shall immediately proceed with the development of a plan to redistribute students so that the Secondary Maximum Student Contract number is not exceeded. In the alternative, the site administrator and the teacher may mutually agree to provide compensatory time up to a maximum of five (5) days per semester, or monetary compensation at the daily substitute rate or combination thereof, the total of which shall not exceed five (5) days per semester.

- Dates on which compensatory time will be taken shall be mutually agreed upon by the unit member and the site administrator.
- Any monies that are generated by the number of students over the Maximum Student Contract number in excess of the five (5) compensatory days and/or monetary compensation at the daily substitute rate shall be allocated for additional classroom support each semester. Such support shall be mutually agreed upon by the unit member and the site administrator.
- Calculation of the total allocation for additional classroom support, and/or compensatory time, and/or monetary compensation shall be based on the following formula:

Number of students over 187 X “excess student \$ amount” * X 83 days (or the number of days prorated from the date of enrollment)

* See current salary schedule for “excess student \$ amount”

10.4.3.1 Class size average shall be defined as the total aggregate enrollment divided by the total number of class sections at a site excluding categorically funded classes.

10.4.4 Class size limitation at K-6 shall be defined as the number of students enrolled in a unit member’s class.

10.4.5 Class size limitation at 7-12 shall be defined as the summation of all the students enrolled in the aggregate of classes taught by an individual unit member.

10.4.6 K-6 limitations shall not include classes in art, instrumental and vocal music, and physical education.

10.4.7 7-12 limitations shall not include classes in instrumental and vocal music, drama production, vocational arts, physical education, and joint lectures or demonstrations.

10.4.8 The Student to Counselor ratio shall be 650:1.

10.4.8.1 Each Middle School shall have a minimum of one (1) full-time counselor.

10.4.8.1.1 With each additional one hundred thirty (130) students above six hundred fifty (650), an additional .2 credentialed counselor shall be assigned to the site.

- 10.4.8.2 Each High School shall have a minimum of three (3) full-time counselors.
 - 10.4.8.2.1 With each additional one hundred thirty (130) students above one thousand nine hundred fifty (1,950) students, an additional .2 credentialed counselor shall be assigned to the site.
- 10.4.8.3 If, at any time, a site qualifies for an additional .2 counselor allocation and a .2 credentialed counselor cannot be hired, an equal amount of dollars based on \$80,000 as the cost of a counselor, shall be allocated to the site for the purpose of counseling support.
 - 10.4.8.3.1 The form of that counseling support shall be determined collaboratively between the counselor(s) and the site administrator(s).
- 10.4.9 There shall be a minimum of one media specialist for each middle school and each comprehensive high school.
 - 10.4.9.1 Media specialist may be assigned to an alternate assignment for 20% of their contract.

Media specialists may be assigned to an alternate assignment for a maximum of 30% by mutual consent between the media specialist and the site administrator.
 - 10.4.9.2 The District may hire credentialed teachers for these positions. In such cases, the unit member shall immediately enroll in a credential program for a Library Media Specialist credential and complete it within three (3) years.
- 10.4.10 Teachers at 7-12 with contracts of 60% or greater shall be assigned the appropriate prorated portion of the student limit per instructional day.
- 10.4.11 The secondary class load limit will not apply to sections within the class size reduction program, and will be prorated for the remaining sections.
- 10.5 Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.
- 10.6 The District shall not predicate adverse actions upon a unit member's personal, political, or organizational activities unless they are interfering with classroom performance.
- 10.7 Calendar
 - 10.7.1 A Calendar Committee, composed of three (3) representatives appointed by the Association and three (3) representatives appointed by the District, shall meet annually to provide a recommendation for a work year calendar two (2) years out.

Example: In the 2014/15 school year, the committee makes a recommendation for the 16/17 school year.

The recommendation shall be presented to the negotiations teams prior to March 1 each year.

10.7.2 Effective July 1, 2016, the work year shall be one hundred eighty-six (186) days for all bargaining unit members, with the exception of counselors and library media specialists assigned to elementary schools, middle schools and comprehensive high schools and school nurses.

10.7.2.1 The one hundred eighty-six (186) days shall consist of:

- One hundred eighty (180) days of student instruction
- Two (2) teacher work days
- Three (3) days of mandatory staff development
- One (1) day utilized for, but not limited to:
 - Parent-Teacher conferences
 - Student Orientation
 - Student-free teacher workday

10.7.3 Effective July 1, 2016, the work year for counselors and library media specialists assigned to elementary schools and middle schools shall be one hundred eighty-seven (187) days. One (1) day shall be worked prior to the 186-day work year.

10.7.4 The work year for counselors and library media specialists assigned to comprehensive high schools shall be one hundred ninety-two (192) days. Six (6) days shall be worked prior to the 186-day work year.

10.7.5 The work year for school nurses shall be one hundred ninety-two (192) days. Six (6) days shall be worked prior to the beginning of the 186-day work year.

10.7.6 In addition to the calendars referenced in 10.7.2 through 10.7.5, there shall be an additional twelve hours of mandatory staff development for all bargaining unit members.

10.7.6.1 The additional mandatory staff development shall take the structure of:

- Two (2) six (6)-hour days or
- One (1) six (6)-hour day and six (6) distributed hours or
- Twelve (12) distributed hours or
- Other structures equivalent to twelve (12) hours

10.7.6.2 The plan for and structure of the additional mandatory staff development time shall be decided upon collaboratively between the site administrator and the bargaining unit members at the site.

10.7.6.2.1 The agreed upon structure of the staff development for the subsequent year shall be submitted to the Irvine Teachers Association by the site administrator or designee no later than May 1 of each year.

10.7.6.2.2 Any site plan and/or structure for the staff development that requires a work year of other than those referenced in 10.7.2, 10.7.3 and 10.7.4 shall require a Contract Waiver through the Irvine Teachers' Association.

10.7.7 It is recognized by the parties that the work calendar is a mandatory subject of bargaining and shall be bargained annually.

10.8 Unit members shall not be compelled to provide on-going medical treatment to students.

10.9 Release Time for Teachers in combination Classes

10.9.1 Teachers who are assigned to a combination class in the regular TK-6 program shall be released from classroom instruction three (3) Release Days per year for purposes of planning and preparation.

10.9.2 The scheduling of these Release Days shall be as mutually agreed upon by the unit member(s) and the site administrator.

10.9.3 These Release Days may be worked off-site if mutually agreed upon by the unit member(s) and the site administrator.

10.9.4 Unit members may waive the Release Day(s) and receive the daily substitute rate of pay per day if mutually agreed upon by the unit member(s) and the site administrator.

10.9.5 Release Days or pay in lieu of these Release Days shall be taken during the school year in which they are earned.

10.10 Release Time for Teachers of grades Transitional Kindergarten through Six

10.10.1 Teachers of grades Transitional Kindergarten through Six shall be awarded on-site release days up to a maximum of three (3) days annually as follows:

<u>Number of Students on Roll</u>	<u>Number of Release Days</u>
29-30	1
31-32	2
33 & over	3

10.10.2 The initial award of the release days shall be based on the class enrollment reported on the CBEDs. In the event that a unit member's class enrollment increases after the initial award of the release days, the number of days shall be increased accordingly.

10.10.3 Under no circumstances shall the number of release days be reduced from the initial number awarded.

- 10.10.4 The scheduling of Release Days shall be as mutually agreed by the unit member and the site administrator.
- 10.10.5 Release Days may be worked off-site if mutually agreed upon by the unit member(s) and the site administrator.
- 10.10.6 Unit members may waive the Release Day(s) and receive the daily substitute rate of pay per day if mutually agreed upon by the unit member(s) and the site administrator.
- 10.10.7 Release Days or pay in lieu of these Release Days shall be taken during the school year in which they are earned.
- 10.10.8 The terms of this provision shall cease in the event that the District ceases to participate in the state-funded Class Size Reduction Program.
- 10.11 Association Rights to Consult on Staff Development
 - 10.11.1 The Association shall have the right to consult with the District administration on the content, planning, and implementation of staff development.
 - 10.11.2 Site administration shall consult with teachers when making decisions on the content, planning and implementation of staff development.
 - 10.11.3 Staff development shall align with school district goals and/or site determined goals.
- 10.12 Part-time unit members shall participate proportionately in instructionally related and non-instructional obligations. Responsibilities will be commensurate with the proportion of their teaching contract.
- 10.13 Unit members who issue student grades at Middle Schools shall be entitled to a minimum of one (1) "Late Start" every six (6) weeks for the purpose of grading. Those dates shall be during the week grades are due.
- 10.14 Teachers of grades K-6 and K-8 schools shall have a minimum of ten (10) "Early Out" Wednesdays per year to be used at the discretion of the unit member. The dates of those days shall be decided upon collaboratively between the site administrator and the unit members at the site.

The second Wednesday of each month shall be reserved for District meetings, trainings, etc.
- 10.15 Mandatory Meetings

The expectation is that staff meetings should last no more than ninety (90) minutes.

A schedule of all mandatory meetings shall be forwarded to the IUSD Department of Human Resources.

District management shall raise awareness with principals about the purpose of meetings and the spirit of the agreement.

ARTICLE 11 - INDIVIDUAL CONSTITUTIONAL RIGHTS

- 11.1 Unit members shall be entitled to those citizenship rights incorporated into the constitutional law of the United States of America with its appropriate checks and balances on the rights of the institution and the rights of the individual. The private life of a unit member is not a matter for discipline except when it adversely affects work performance or violates existing statutes.
- 11.2 A unit member shall have the freedom in classroom presentations and discussions to introduce political, religious, or otherwise controversial material provided that the presentation complies with all appropriate District policies and procedures on the balance of points of view and provided that the material is appropriate for the subject matter being taught, and provided that the lesson is in line with District-approved curricula.
- 11.3 District Sexual Harassment and Non-Discrimination Policies shall be posted at each school and at the District office.

ARTICLE 12 - EVALUATION

12.1 Evaluation Process

The overall purpose of evaluation is to improve instruction. Evaluation shall be a summative document of formal and informal observations and data about professional performance for the current school year. The unit member evaluation process shall be a comprehensive one based upon the California Standards for the Teaching Profession (CSTP's), District Continuous Improvement Efforts as adopted by the Board of Education, school or program improvement "targets", unit member annual goals and objectives, and performance of other duties normally required as an adjunct to the regular assignment.

It is the expectation that:

- All concerns about unit members on the part of the site administrator(s) shall be addressed in a timely manner.
- Unit members shall not be apprised of concerns for the first time on a Final Evaluation unless such concerns were not known at an earlier time.

12.1.1 A written assessment of probationary and temporary unit members shall be completed at least once each school year.

12.1.2 A written assessment of permanent unit members shall be completed at least once every other year, except as provided in Article 12.1.3.

12.1.3 If a unit member with permanent status has been employed by the District for at least ten years, is "highly qualified" as defined by 20 U.S.C. section 7801 (NCLB), and has received a most-recent evaluation that meets or exceeds Evaluation Criteria as outlined in 12.2.1, the unit member and evaluator may agree to an evaluation at least once every five (5) years. In these circumstances, either the unit member or the evaluator may withdraw consent to this five-year evaluation cycle at any time.

12.2 Evaluation Criteria

12.2.1 Evaluation and assessment of unit members shall include, but not be limited to, consideration of:

- California Standards for the Teaching Profession (CSTP's)
- District Continuous Improvement Efforts
- School or program improvement "targets"
- Unit member annual goals and objectives
- Performance of other duties normally required as an adjunct to the regular assignment as prescribed in the Education Code

12.3 Designation of Evaluator

- 12.3.1 The principal or designee shall be responsible for the evaluation of all school-based employees.
 - 12.3.1.1 When the principal delegates that responsibility, the unit member shall be informed of his/her evaluator for the school year.
 - 12.3.1.2 A unit member may request of the principal that consideration be given to the assignment of a different evaluator.
- 12.3.2 For those unit members assigned at a single site, but in a District-based program such as elementary music, art, science, APAAS, ELL, and Special Education (SDC, Speech, RSP, and Adaptive PE), the principal shall be the primary evaluator.
 - 12.3.2.1 The district program administrator shall provide input to the goal setting process as well as the final evaluation.
- 12.3.3 When a District-based program unit member has responsibilities at two or more school/district sites, the District program administrator shall serve as primary evaluator.
 - 12.3.3.1 The principals of the sites to which the unit member is assigned shall provide input to the goal setting process as well as the final evaluation.
- 12.3.4 When a unit member has a split assignment in the regular program, the principal of the site in which the unit member has the greater assignment shall be the primary evaluator.
- 12.3.5 In the case of equal assignment at two sites, the two principals shall designate the unit member's evaluator.
- 12.3.6 All unit members shall be notified of their evaluation cycle status on an annual basis no later than the goal setting conference.

12.4 Goal Setting

Each unit member shall participate in an annual goal setting process to establish goals and objectives. The evaluator shall review the Evaluation Criteria in Article 12.2.1 with all unit members who are on the evaluation cycle.

- 12.4.1 The goals and objectives shall be mutually agreed upon between evaluator and unit member.
 - 12.4.1.1 In the event the evaluator and unit member cannot reach agreement on the goals and objectives, a panel, consisting of one member appointed by the District, one member appointed by the Association and one mutually agreed upon member to be appointed by the two appointees, shall finally resolve the goals and objectives.
 - 12.4.1.2 In the event that the unit member is on a formal plan for performance improvement, the goals and objectives shall be set by the evaluator.

12.5 Evaluation Timelines

12.5.1 Goal Setting Process

12.5.1.1 No later than 20 workdays following the commencement of duties, the evaluator shall meet with unit members to outline:

- Goal setting component of the evaluation process
- CSTP's
- District's Continuous Improvement Efforts
- School or program improvement targets
- Observation and evaluation forms

12.5.1.2 Unit members shall complete the goal setting process no later than six (6) weeks following the start of the school year.

12.5.2 Formal Observation

12.5.2.1 The purpose of formal observation is to commend outstanding accomplishment, identify deficiencies, and improve performance.

12.5.2.2 The evaluator shall conduct a minimum of one (1) classroom/workplace formal observation during the school year for permanent unit members and a minimum of two (2) classroom/workplace formal observations for probationary and temporary unit members during the school year.

12.5.2.2.1 At least one formal observation shall occur during the first semester, and each formal observation shall be sufficient in length to observe at least one lesson.

12.5.2.3 A conference shall be held within ten (10) working days following a formal observation.

12.5.2.4 The formal observation notes shall be provided to the unit member.

12.5.2.4.1 Upon request by the unit member to the evaluator, the unit member shall be provided a copy of the write up of the Formal Observation at least one (1) working day prior to the Observation Conference.

12.5.2.5 The unit member may submit a written response to the formal observation.

12.5.2.6 In the event that the evaluator identifies areas of Unsatisfactory Performance during a formal observation, the unit member shall receive:

- A written description of the areas of Unsatisfactory Performance, including recommendations to assist in those areas;
- Assistance in implementing such recommendations, including feedback;
- Release time, when appropriate, for the certificated unit member to visit and observe other similar classes; and

- A second formal observation no later than March 1, if areas of unsatisfactory performance are identified in the first semester formal observation.

12.5.2.6.1 A conference shall be held within ten (10) working days following the second formal observation.

12.5.2.6.2 The formal observation notes shall be provided to the unit member.

12.5.2.6.3 The unit member may submit a written response to the formal observation.

12.5.3 Final Evaluation

12.5.3.1 A written evaluation shall be provided to the unit member no later than thirty (30) days before the last scheduled school day for the school year in which the evaluation takes place.

12.5.3.2 The written evaluation shall be placed in the unit member's personnel file.

12.5.3.3 The unit member may write a response to the evaluation and it shall be an attachment to the written evaluation. Such response shall be submitted within 30 days of receipt of the evaluation.

12.5.3.4 No unit member shall be requested to backdate a written evaluation.

12.5.4 No certificated unit member shall be held accountable for any aspect of the educational program over which he/she has no authority or ability to correct deficiencies.

12.6 Final Evaluation Process

12.6.1 A meeting shall be held with each unit member to discuss the Final Evaluation of the certificated unit member before the last scheduled school day and may include comments on:

- Evaluation Criteria (as defined in Article 12.2.1)
- Contributions to the total school program
- Areas of exceptional performance
- Areas for growth and improvement
- Areas of unsatisfactory performance
- Specific improvement plan suggestions, if appropriate

12.6.1.1 Upon request by the unit member to the evaluator, the unit member shall be provided a copy of the Formal Evaluation at least one (1) working day prior to the Evaluation Conference.

12.6.1.2 If areas of Unsatisfactory Performance are identified on the Final Evaluation, the unit member shall receive a copy of the Final Evaluation at least one (1) day prior to the conference.

12.6.2 Unsatisfactory Final Evaluation

- 12.6.2.1 The evaluator shall address any cited areas of Unsatisfactory Performance by providing specific recommendations for improvement and assistance in implementing such recommendations.
- 12.6.2.2 Assistance in implementing specific recommendations for improvement may include, when appropriate, the following examples of support:
- Feedback from evaluator(s)
 - Peer coaching (the peer coach may consult with the teacher and/or evaluator to clarify the specific recommendations for improvement, including any goals, directives, or suggested assistance in implementing such recommendations)
 - Release time for professional development and conference attendance
 - Release time for the certificated unit member to visit and observe other similar classes
 - Provision of support materials for the classroom
- 12.6.2.3 Additional suggestions for support may be attached to the Final Evaluation as an Addendum.
- 12.6.3 The evaluator shall base the Final Evaluation on information collected through valid data collection methods.
- 12.7 On-going Assessment
- 12.7.1 All certificated unit members are encouraged to engage in self-evaluation.
- 12.7.1.1 Self-evaluation may be completed as a response or supplement to the administrative evaluation of the certificated unit members.
- 12.7.2 Certificated unit members are encouraged to incorporate student assessments.
- 12.7.2.1 The instrument shall be of the unit member's choice and the frequency of evaluation is at the unit member's discretion.
- 12.7.3 Certificated unit members may provide a narrative summary of annual accomplishments, which may be included with the evaluator's summary.

ARTICLE 13 - INTERN TEACHERS

- 13.1 It is recognized that the intern teacher program entered into by IUSD, the University of California Irvine (UCI), and the ITA is a cooperative program intended to promote and enhance the teaching profession. As such, intern teachers shall be employed by IUSD for the following reasons:
 - 13.1.1 Intern teachers shall be hired to facilitate the release of elementary science "release" teachers. Placement need not be at the school from which the science teacher is released. The number of intern teachers hired for this purpose shall not exceed the number of science teachers allocated.
 - 13.1.2 Intern teachers may be hired to release any teacher on sabbatical leave.
 - 13.1.3 An intern teacher may be hired to facilitate any type of "shared contract", thus permitting a currently contracted teacher to have a reduced contract.
 - 13.1.4 An intern teacher may be hired to release the President of the Association.
 - 13.1.5 Intern teachers will not be hired for other reasons than noted above without having been approved by the Intern Committee. In the event of the Committee's inability to reach a decision due to a tie vote, the accepted resolution procedure stipulated in 12.2 shall be used.
 - 13.1.5.1 The Intern Committee shall be composed of three teachers selected by ITA and three administrators selected by the Superintendent/Designee. Representatives shall be selected from the three levels of schools. The facilitator of the Committee shall be the Deputy Superintendent of Human Resources/Designee.
 - 13.1.6 Intern teachers who successfully complete an intern year with the District and who are subsequently employed by the District shall be granted one year of experience on the salary schedule.

ARTICLE 14 - INDEPENDENT STUDY PROGRAM TEACHERS

- 14.1 It is recognized by both the Irvine Teachers Association and the District that the San Joaquin High School program and Irvine Home School not only meets the needs of an important sector of the IUSD student population, but that they are separate and distinct programs requiring unique staffing and maximum flexibility in the certificated staff working conditions. As such, unit members in these programs shall be employed under the following guidelines:
- 14.1.1 Unit members shall be assigned flexible work hours each week to provide maximum opportunity for student instructional opportunities as designated by the program to meet state and district requirements for students participating in such a program. These hours will vary as to time of day or evening according to student needs. Length of the day and the days per week will also vary according to student needs. Unit members shall be assigned forty (40) hours per week of student instructional time.
 - 14.1.2 Unit members shall have a flexible work week based upon student needs and individual schedules.
 - 14.1.3 Unit members shall be assigned up to a maximum of forty (40) students per week for instruction. Reduced student loads shall be available to unit members serving in differentiated roles such as lead teacher, outreach teacher, or other roles unique to the program.
 - 14.1.4 The unique aspects of the independent study program make certain articles and sub articles of the master agreement invalid. These articles are listed below:
 - Article 3: Instructional Day, Minimum Day, Modified Day
 - Article 9: Reassignment
Reassignment within the independent study program is defined as a change of assignment from independent study program teacher to a differentiated role such as lead teacher or outreach teacher. It is not a change of teaching position such as grade level or discipline.
 - Article 10: Working Conditions
 - 10.2 Instructional Day
 - 10.2.2 K-8 Supervision Duties
 - 10.2.4 Adjunct Duties
 - 10.3 Attendance at duplicate functions
 - 10.4 Class Size

ARTICLE 15 - PEER ASSISTANCE AND REVIEW (PAR)

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ARTICLE 16 - PERSONNEL FILES

16.1 Personnel File Contents and Inspection

16.2 General

Employee personnel files will be maintained in accordance with Education Code Section 44031. Secret files are prohibited.

16.3 Inspection of Files

Every unit member shall have the right to inspect/examine all his/her files upon request in accordance with Education Code Section 44031.

16.3.1 Material not subject to inspection includes rating reports or records which were obtained prior to employment of the person involved, prepared by identifiable examination committee member, or obtained in connection with a promotional examination.

16.3.2 A unit member shall have the right to authorize a representative to examine his/her file and obtain a copy of material in the file, except those materials indicated in 16.3.1.

16.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

16.5 The unit member shall be sent any statement or letter prior to its being placed in his file and shall be provided an opportunity to react to any statement or letter placed in the file.

16.6 Material that should be, but is not, found in the unit member's personnel file shall not serve as a basis for affecting the status of his/her employment.

16.7 The unit member may place commendatory material relative to his/her professional status in his/her file.

16.8 All material going in a file shall be signed and dated by the person placing said material in the file.

ARTICLE 17 - COMPENSATION AND RELATED BENEFITS

17.1 Salary Schedule

17.1.1 Effective July 1, 2022, all elements of the current salary schedule shall be increased by 9%.

Increases to summer school rates, the share rate, over contract rates and the hourly rate shall not be retroactive, and will go into effect on the first work day of the payroll cycle after the on-going salary schedule increase is implemented.

In addition, bargaining unit members who are in regular paid status shall receive a one-time 1% off-schedule payment based on the 2022-23 salary schedule. The one-time off-schedule payment shall be made on the first work day of the payroll cycle in which the pay warrant is issued, and to those unit members who are retired under STRS or PERS during the 2022-23 work year.

17.1.2 The Supermax Salary shall be reached at Step 27 with 75 units and a Master's or Doctoral Degree.

17.1.3 Seven thousand seventy-five dollars (\$7,075) shall be added to the annual salary of all unit members who hold a clinical Rehabilitation Services Credential or Speech-Language Pathology Credential.

17.1.4 Nine thousand nine hundred and eighty-one dollars (\$9,981) shall be added to the annual salary of all unit members who provide Speech and Language services in the District and hold a Clinical Rehabilitation Services Credential and a Speech Pathologist License, or a Speech-Language Pathology Credential and a Speech Pathologist License.

17.1.5 For those unit members whose assignment is to provide Speech and Language services for less than 100% of their contracts, the additional compensation referenced in 17.1.3 and 17.1.4 shall be prorated at the percentage of their contracts for which they provide Speech and Language services.

17.2 Initial Salary Schedule Placement

17.2.1 Unit members shall be given credit for recognized prior experience up to a maximum of twelve (12) steps and up to seventy-five (75) semester units of graduate coursework beyond the Bachelors Degree.

17.2.1.1 Coursework must be reasonably related to present or future assignments within the District.

17.2.1.2 Until verification of experience, unit members entering the District will be given credit for a maximum of five (5) years of experience. Unit credit must be verified by official transcripts.

17.3 Salary Schedule Movement

17.3.1 Advancement on the salary schedule is limited to one (1) column per school year.

17.3.1.1 Additional units shall be banked for future salary schedule advancement.

- 17.3.2 Salary step increments shall be credited only at the end of a school year for the following school year.
- 17.3.3 One step on the salary schedule will be granted for each year of District employment in which the unit member completes 75% of the days in the contract year.
- 17.3.4 Unit members with a partial contract of less than 75% will be granted one step on the salary schedule when their cumulative contracts meet or exceed 75%.
- 17.3.5 Any unit member of the District who leaves a full-time assignment to serve in the Armed Forces of the United States will be entitled to all rights and privileges specified by law and will, in addition, upon return to the District, be credited on the appropriate salary schedule with service to equal one step on the salary schedule provided the unit member has the units required.
- 17.3.6 Credit will be given for Peace Corps experience or VISTA experience only when such experience has directly involved the teaching of students in a regular class situation.
- 17.4 Unit members who participate in the elementary school Outdoor Education program shall be provided two (2) compensatory days.
- 17.5 A doctoral stipend will be limited to a degree in education or the specific teaching discipline and will be awarded in lieu of a Masters degree.
- 17.6 Supplemental Pay
- The salaries for supplementary positions shall be based on the formulas in "Appendix B." See Appendix A for value. The District shall provide a supplemental pay list to the Association and post such list in schools on or before the end of the second week of September. The list shall include the following: school position and share value. Final distribution of shares shall be provided to the Association on or before the end of each school year covered by this agreement.
- 17.7 Unit members who are hired on a partial contract shall be paid on a pro rata basis.
- 17.8 Summer School/Intersessions
- 17.8.1 Summer School/Intersession hourly rates shall be determined as follows:

<u>Years of District Experience</u>	<u>Rate of Pay</u>
0 - 10 years	\$43.91/hr.
11 - 15 years	\$46.26/hr.
16 years +	\$48.98/hr.

- 17.8.2 Selection of staff for summer school/intersession shall be based on the following:
- percentage of students enrolled by site
 - recent assignment

- seniority in the District
- 17.8.3 Unit members who design a specialized class shall teach that class or have the first right of refusal to teach the class, provided enrollment is sufficient to warrant providing the class.
- 17.8.4 Posting and staff selection will adhere to Human Resources department guidelines and procedures.
- 17.9 Hourly Rate of Pay
 - 17.9.1 The hourly rate of pay shall be \$43.91
 - 17.9.2 Unit members who temporarily exceed their daily instructional minutes or class load at the request of their site manager shall be paid the certificated hourly rate.
- 17.10 Days worked beyond the bargained calendar.
 - 17.10.1 Unit members requested by their administrator to work additional days beyond the bargained calendar shall be paid per diem rate.
 - 17.10.2 The per diem rate shall be calculated by dividing the unit member's salary by one hundred eighty-six (186) days.
 - 17.10.2.1 Upon mutual agreement between the administrator and the unit member, compensation time shall be awarded in lieu of per diem rate.
 - 17.10.3 Upon mutual agreement between the administrator and the unit member, unit member may work days outside the conventional calendar. Compensatory time shall be awarded for such days.
- 17.11 Course Work and Professional Growth for Column Advancement on the Salary Schedule
 - 17.11.1 Course Work Approval Procedures

Approval of course work and professional growth activities for advancement on the salary schedule shall be obtained prior to registering for coursework.

 - 17.11.1.1 The unit member shall first submit a written application to his/her site principal on the District approved form – Application - Professional Growth.
 - 17.11.1.2 The site principal shall determine if the intended coursework is for the purpose of improving the unit member's job-related competency.
 - 17.11.1.3 The unit member shall then forward the application to the Superintendent, or designee, for final approval.
 - 17.11.1.4 The unit member may appeal denial of course work to the Professional Growth Committee.
 - 17.11.2 Standards for Acceptability.

- 17.11.2.1 To be acceptable for salary schedule column advancement, units may be earned at the university level, through District and/or County programs or other professional entities; course work shall meet the following standards:
 - 17.11.2.1.1 Shall be taken at an accredited institution of higher learning. An accredited institution of higher learning is a college or university accredited by a regional accrediting commission and listed in the current edition of Accredited Institutions of Higher Learning published by the American Council on Education. Institutions approved by the Professional Growth Committee shall also be considered acceptable.
 - 17.11.2.1.2 Shall be upper division or graduate level. Lower division work in the field of the unit member's assignment shall be reviewed by the Professional Growth Committee, upon request of the unit member. The Professional Growth Committee shall recommend approval or disapproval of course work.
 - 17.11.2.1.3 Shall be in the field of the unit member's assignments, or future assignment(s), or related advanced degrees or credentials of value to the District.
- 17.11.2.1.4 May be course work recommended by evaluators to improve competencies.
- 17.11.2.2 To be acceptable for salary schedule column advancement, professional growth activities through the District, County or other professional entities shall conform to university unit credit standards.
- 17.11.2.3 To be acceptable for unit credit, the application for course work shall first be submitted to the unit member's evaluator for approval. Evaluators shall approve applications only if the intended course work is for the purpose of improving the unit member's job-related competency.
- 17.11.3 Units taken during the regular school year shall not interfere in any way with the contracted responsibilities of the unit member.
- 17.11.4 Verification of course work and/or degree.
 - 17.11.4.1 The unit member shall submit verification of completed coursework and/or degree. Only official transcripts shall be accepted.

Official verification shall be in the form of an officially stamped transcript or electronic equivalent from the college or university.
 - 17.11.4.2 Official verification of course/degree completion received by Human Resources by October 15 shall be included in the payroll warrant issued at the end of November. Salary credit shall be retroactive to July 1 of the current school year.

- 17.11.4.3 Official verification of course/degree completion received by Human Resources by November 15 shall be included on the first January payroll warrant. Salary credit shall be retroactive to July of the current school year.
- 17.11.4.4 In the event that official verification of course completion is received by Human Resources after November 15, salary schedule column advancement shall occur on July 1 of the subsequent school year, shall not be retroactive and shall be subject to the limitations of 17.3.
- 17.11.5 The Irvine Unified School District shall recognize the value of individual travel as a means of enhancing curriculum and instruction, and may grant units for column advancement on the salary schedule as follows:
 - 17.11.5.1 Prior approval for units for travel shall be sought through the process delineated in section 17.11.1.
 - 17.11.5.2 The travel shall be primarily educational, not recreational.
 - 17.11.5.3 The candidate shall establish in writing the specific relationship between the proposed travel and the demonstrable impact on curriculum and instruction.
 - 17.11.5.4 Unit credit shall be granted on the basis of one unit credit for fifteen (15) hours of course work or verifiable equivalent.
 - 17.11.5.5 A maximum of six units of travel credit shall be allowed per four-year period. In all cases, travel units shall not constitute more than 25% of an individual's total unit credit for salary purposes at the time it is to be approved for salary credit.
- 17.11.6 The Irvine Unified School District shall recognize the value of published scholarly work and may grant unit salary credit.

Publication is defined as a body of work published in a professional journal, not for profit by the author, to be used as a learning tool for colleagues. A Publication reflects credible research and is equivalent to graduate level study. The Professional Growth Committee shall consider the award of salary credit based on the following:

 - 17.11.6.1 Within twelve (12) months of publication, the unit member shall submit his/her publication to the Professional Growth Committee in published form.
 - 17.11.6.2 The work shall have been accomplished outside the normal working periods.
 - 17.11.6.3 The unit member shall give a written explanation as to how the publication benefited his/her professional growth as an educator.

- 17.11.6.4 The unit member shall receive three (3) semester units per qualifying publication.
- 17.11.6.5 A maximum of six semester units of credit shall be acceptable within a three-year period for publications.
- 17.11.7 Members of the Irvine Teachers Association (ITA) may elect, one time, to earn three (3) semester units for their work as an ITA Site Representative for one (1) school year, in lieu of receiving a stipend.

The units shall be certified by the ITA President/designee.
- 17.11.8 Professional Growth Committee

A Professional Growth Committee composed of four (4) representatives appointed by the Association and three (3) representatives appointed by the District shall meet and provide guidelines to the Association and the District.

The Professional Growth Committee shall recommend to the Superintendent or designee approval/disapproval of unit credit for undergraduate/graduate courses, for District or County professional growth activities, for travel, for publishing, and/or for credential professional growth requirements.
- 17.12 The rate for athletic shares and high school and middle school share stipends in Appendix A-B shall be \$40.10.

ARTICLE 18 - BENEFITS MANAGEMENT BOARD (BMB)

The purpose of the Benefits Management Board (BMB) is to provide a managed employee health benefits package while containing rising costs. The BMB has all rights and responsibilities in regard to the management and design of insurance benefits within the constraints of the funds available to the BMB for that purpose.

The benefits pool shall include all benefits-eligible District employees and all benefits-eligible retirees.

The District and ITA commit to continued good faith exploration of a joint employer/employee trust, which includes all IUSD employees, and resolution of future funding of health benefits.

18.1 ITA will participate in the IUSD Benefits Management Board, according to the following guidelines and those established in the Benefits Management Board Operational Guidelines (Appendix G).

18.1.1 The BMB operational guidelines shall reflect:

- 50/50 District/Employee Group representation
- Consensus decision-making model
- Super-majority vote required for any action in the event consensus cannot be reached.

18.1.2 The BMB is authorized to determine the scope of insurance benefits in the following areas: Medical, Dental, Mental Health, Life, Disability, and Vision.

18.1.2.1 The BMB is authorized to determine the employee dollar contribution for those employees electing dependent coverage.

18.1.3 An annual actuarial analysis shall be completed by April 15th of each year, which shall recommend a per eligible employee/retiree contribution level to maintain the current plan design for the upcoming plan year. This recommendation shall be presented to both sides by the BMB no later than May 1.

18.1.3.1 The analysis shall include the following elements: utilization, medical trend, experience, and IUSD plan document.

18.1.3.2 If the recommended funding level is greater than the then existing District contribution, the BMB may, between April 1 and May 1, take action to implement or change one or more of the following:

- Plan modifications
- Unit member contributions for dependent coverage
- Unit member contributions for employee coverage
- Allocate excess funds from the insurance reserve to offset increased costs, so long as the remaining reserve balance is sufficient to cover two (2) months of claims.

- 18.1.3.3 In the event that plan modifications and contributions for dependent coverage are insufficient to meet the funding level recommended in the actuarial study, then Article 18.2.2 shall be implemented.
- 18.1.4 ITA shall be entitled to four (4) official representatives on the BMB.
- 18.1.5 The District and the employee group of the BMB shall each have one (1) vote.
- 18.1.5.1 In the case of a tie vote on any issue, binding arbitration may be requested by either party.
- 18.1.5.1.1 Nothing in this provision shall limit or impact the District's implementation of payroll deductions as specified in Article 18.2.2.
- 18.1.6 Decisions on matters before the BMB, whether by vote or consensus, shall be recorded in official minutes.
- 18.1.7 The BMB shall meet on a regular basis.
- 18.1.8 Daily administration of the benefits program and responsibility for implementing the direction of the BMB shall be a responsibility of the District. All business correspondence, including claim waivers, formal proposals, bids, and correspondence shall be directed to the District for presentation as appropriate to the BMB.
- 18.1.9 Authority to enter into contracts with respect to the benefits determined by the BMB shall rest with the District.
- 18.1.10 The BMB shall be authorized to select consultants to be paid from BMB funds. Contracts with firms or individuals shall be under the auspices of the District and shall require the approval of the Board of Education.
- 18.2 Effective July 1, 2022 the District's contribution for health benefits shall be twelve thousand four hundred dollars (\$12,400) per eligible unit member per benefit year unless modified through the provisions of Article 18.2.1.
- In addition, the District shall make a one-time contribution of ITA's participating unit member proportional share of three million one hundred seventy-two thousand three hundred seventy-nine dollars (\$3,172,379) to the reserve fund of the Benefit Management Board for the 2022-23 school year. The District's contribution shall be subject to annual negotiations.
- 18.2.1 If agreement is not reached through the bargaining process by October 1 of any benefit year, and funding to the BMB is not sufficient to maintain the employee benefits proposed by the BMB, then the district shall cover one-half of the shortfall in funding and the remaining one-half shall be divided equally among active employees participating in the plan and paid for by individual payroll deductions.
- 18.2.2.1 The payroll deduction shall be implemented no later than November 1.
- 18.2.2.2 The District and ITA agree that reaching agreement on the funding level is a priority.

- 18.3 Only those unit members with a contract assignment of 50% or more qualify for health benefits.
- 18.3.1 Shared contracts shall have one health benefits package per FTE.
- 18.4 Unit members new to the District shall receive insurance coverage the first day of work OR the day of completion and signing of insurance forms, whichever is LATER.
- 18.5 Unit members who are absent because of long-term illness and who have exhausted their accumulated paid leaves shall continue to receive medical, dental, and vision benefits as specified by the BMB at the expense of the District for the first twelve (12) months of the unpaid leave period. Dependent coverage shall be at the expense of the unit member. At the conclusion of the twelve-month period, the unit member shall have the option to continue to receive employee and dependent benefits in compliance with Federal Law (Public Law 99-272, COBRA/TAMRA).
- 18.6 A unit member on District approved unpaid leave of absence shall have the option to continue to receive employee and dependent benefits as specified in compliance with Federal Law (Public Law 99-272, COBRA/TAMRA) effective the first day of the leave.
- 18.7 The District shall provide medical, dental and vision benefits as specified by the BMB to unit members retiring under the following conditions.
- Have reached their 55th birthday
 - Have served a minimum of (15) years or equivalent years in the District as a certificated employee: and
 - The last five (5) years (part-time or full-time) of service prior to retirement have been consecutive.

Placement on a reemployment list per California Education Code section 44978.1 during the last five years of service prior to retirement shall not constitute a break in service for purposes of eligibility under this provision.

- 18.7.1 This benefit shall be provided to the retiring unit member until the retiree reaches the age of Medicare eligibility or until the retiree accepts other employment which provides medical and dental benefits. If the age of Medicare eligibility changes from age sixty-five (65), the parties shall meet to discuss the impact of such change.
- 18.7.1.1 The retiree may purchase dependent coverage in the health and dental plans.
- 18.7.2 Medical, dental, and vision benefits also will be provided for bargaining unit members who retire after reaching their 55th birthday provided they have a minimum of ten (10) years in active, full time or equivalent, service in the bargaining unit and that they were hired prior to July 1, 1988.
- 18.7.2.1 The retiree may purchase dependent coverage in the health and dental plans.
- 18.8 The District shall provide medical, dental and vision benefits as specified by the BMB for disabled unit members provided said unit member has served a minimum of ten (10) consecutive years in the District prior to retirement, has reached 55 years of age but less than 65 years of age, and is eligible for disability retirement through either STRS or a physician's certification. This benefit shall be provided for the retiring disabled unit member until the retiree becomes eligible for

Medicare or age sixty-five (65), whichever comes first, or until the retiree accepts other employment which provides medical and dental benefits.

- 18.9 The District shall maintain employee benefits granted in this section for a sixty-day period for unit members laid off.

ARTICLE 19 - ABSENCES AND LEAVES

19.1 General procedures for implementing absences and leaves procedures follow:

- 19.1.1 It is the responsibility of each unit member to report each period of absence as prescribed by the District and to complete the appropriate District forms. Requests for leave of absence must be submitted to the Human Resources Office on or before July 1 for leaves for the following first semester or for leaves for the full year. Requests for leaves for second semester must be received in the Human Resources Office on or before December 1.
- 19.1.2 The District must maintain an accounting of authorized time for absence or leave. Upon request of the unit member, the District will provide notification when leave time or accumulated absence has been used. This notification will generally be made to all personnel the first week in June, or as soon as possible thereafter, and will be itemized as to type of leave remaining.
- 19.1.3 It shall be the responsibility of unit members on leave to notify the Human Resources Office in writing of their intention to return from a leave of absence to regular school district employment. Unless the Human Resources Office receives notice on or before April 1 for a year's leave and on or before December 15 for a semester's leave, and a date of return at the time of the request for leaves of less than one semester, the leave will be considered void. Unit members on partial leaves of absence will have their contracts reduced; unit members on full (100%) leaves will be terminated.
- 19.1.4 Upon notification of the unit member's intent to return, the District shall inform the unit member of current position vacancies. If conditions permit, the unit member may be reassigned to a position similar to that held prior to leave. Until the time the unit member is reassigned from leave status the unit member may apply for reassignment to any vacancy, and may indicate preferences to the Human Resources Office for reassignment beyond current vacancies. The unit member shall be notified of reassignment from leave status as soon as such reassignment is made by the Human Resources Office. Once reassigned, the unit member has the option of requesting transfer or reassignment as delineated in Articles 8.2 and 9.2.
- 19.1.5 Leaves of absence as specified in this article shall be limited to tenured unit members in the District with the following exceptions: sick leave, court summons leave, jury leave, maternity leave, bereavement leave, industrial accident and illness leave.
- 19.1.6 Full or partial leaves of absence for tenured unit members must be applied for each school year prior to July 1. Each type of leave is available for a maximum of one year, regardless of the percent of the leave. Tenured unit members shall be eligible for a maximum of two leave types for a total of two years of leave in any four school years.

19.2 Sick Leave and Daily Absences:

- 19.2.1 Each unit member working the 186 day bargained calendar year, whether on a traditional or year round calendar, shall be credited ten (10) days of sick leave each school year.

- 19.2.1.1 These days may be utilized for sick leave or personal necessity leave, as prescribed by law and the provisions of this agreement.
- 19.2.2 Unused leave shall be carried forward to the succeeding year and shall be accumulated.
- 19.2.3 A unit member who uses five (5) days or less during a school year will be entitled to eleven (11) days leave of absence the following year.
- 19.2.4 Unit members with less than a 100% assignment shall have both sick leave and the incentive leave prorated to reflect the percentage of their contract.
- 19.3 When persons employed in positions requiring certificated qualifications are absent from their duties due to illness, they shall use all of their accumulated sick leave. At the termination of the accumulated sick leave period, the unit member shall be eligible for up to five (5) additional months sick leave in the school year in which the absence occurs. For this additional sick leave, the District will pay the unit member the difference between the unit member's normal salary and the amount paid the substitute to fill the position or 50%, whichever is greater. Extended leave must be on the basis of a recognized medical doctor's statement.
- 19.4 Maternity Leave:
- Maternity leave will be provided in accordance with existing law and provision of this article including the use of appropriate accumulated days leave. Extended leave must be on the basis of a recognized medical doctor's statement.
- 19.5 Adoption Leave:
- Provided sick leave is available, a unit member who adopts a child will be granted the use of his/her accumulated sick leave (not differential) at the time of the adoption to a maximum of fifteen (15) days. Such leave shall be allowed at the time of the adoption for one parent in the event both parents are unit members of the District.
- 19.6 The District shall release the Association president from teaching responsibilities for the term of the office. The Association president shall be released by employment of an intern teacher. Cost of such release shall be borne one-half by the Association and one-half by the District. The parties agree that the Association's cost shall be paid for out of the interest earned on the reserve funds held by the Certificated Unit Member Benefits Management Board (Article 18.1.2). The District shall grant leave at the District's expense to certain officers and representatives of the Association, not to exceed a total of fifty (50) days (for all officers/ representatives) per school year, to attend to organizational business when circumstances are so circumscribed that the organizational matters must be attended during the normal working day, and for the purpose of meeting and negotiating with District's representatives. Additional days, not to exceed fifty (50), may be approved at the District's expense by the Superintendent or the Superintendent's designee. In carrying out this procedure, the District shall not incur any costs contrary to codes regulating the expenditure of school district funds.

19.7 Sabbatical Leave:

Sections 44966 and 44967 of the Education Code... The District may upon the recommendation of the Superintendent, grant a sabbatical leave. The professional Growth Committee shall meet and provide guidelines to the Association and the District.

19.7.1 All applications for sabbatical leave shall be submitted to the Human Resources Office and shall include evidence that leave will be for the purpose of professional improvement and the development of concepts and materials which will benefit the curriculum of the District. This purpose may be achieved in the following methods:

19.7.1.1 Academic Study Leave:

An academic study leave is one during which the unit member pursues a program of a minimum of eight (8) units of semester credit per semester or the equivalent in an accredited institution.

19.7.1.2 Independent Research Leave:

An independent research leave is one which must be related to present or prospective service. The program must be at least equivalent in effort and content to the required units as pursued in academic study leave. A complete plan for such study must be approved and filed with the original application for leave.

19.7.1.3 Travel Leave:

A travel leave is one during which the unit member shall remain in travel status three and one-half (3-1/2) months for each semester of leave granted and the relation to present or prospective service to the District shall be specified by the applicant.

19.7.1.4 Combination Travel/Study Leave:

The above may be combined with one (1) calendar month of travel being considered as equivalent to two (2) semester units when in combination with study.

19.7.2 A Unit member is eligible to apply for sabbatical leave who has served the District for seven (7) consecutive years. Authorized leaves shall not constitute a disruption of consecutive years of service accruing toward the sabbatical leave requirements.

19.7.3 Applications for sabbatical leave must be submitted to the Human Resources Office not later than April 1 of the year preceding the year in which leave is requested.

19.7.4 Not more than 2% of the certificated unit members may be granted sabbatical leave in any one school year. Where more unit members apply than the quota allows, preference shall be given according to the following criteria:

19.7.4.1 Possible implementation and value to the District's curriculum as based upon the written study plan as submitted by the applicant.

- 19.7.4.2 Level of professional growth to the applicant which is not generally available by other means in the District.
- 19.7.4.3 Former sabbatical leaves granted individual.
- 19.7.4.4 An application for sabbatical leave shall be considered only in case his/her teaching for the last three years has been determined as satisfactory. It shall be understood, however, that sabbatical leave is not a reward for meritorious work already performed, but rather is to be looked upon as an opportunity to prepare for improved service in subsequent years. Its granting, therefore, should not be regarded as an indication of the quality of service by a unit member. Evaluation and recommendation of application shall be made by the Professional Growth Committee.
- 19.7.5 Sabbatical leave may be granted for a period of not less than one full semester and not more than two full semesters.
- 19.7.6 The District shall pay a unit member who is on sabbatical leave 50% of the full salary for such period. Sabbatical leave salary payment will be made in the same manner as if applicant were teaching in the District.
- 19.7.7 In cases of injury to, or illness of, the unit member during sabbatical leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If death prevents the unit member from fulfilling his agreement to return to service in the District, no repayment of salary will be required of his/her estate.
- 19.7.8 Each applicant who has been granted sabbatical leave shall file a written report with the Superintendent not later than the day on which such applicant returns to duty. This report shall include the name of the institution attended, courses pursued, credits received, experience gained, and itinerary of travel, together with the applicant's appraisal of the professional value of the activities and the manner in which the knowledge and experience gained may be applied to the benefit of the children and the schools. The report should give a detailed account of the educational experiences upon which the request for benefits was based.

This statement not only shall include a detailed account of the experience upon which the request was based, but must give concrete evidence of specific ways in which this experience contributed to the improvement of the educational program.
- 19.7.9 Sabbatical leave of one year shall count as experience on the salary schedule in direct proportion to the length of the sabbatical leave.
- 19.7.10 Upon application for sabbatical leave, the unit member will sign an agreement to return to service in the District for a period of not less than twice the length of the sabbatical leave upon completion of the leave, or restore to the District all salary payment received while on leave.
- 19.8 Bereavement Leave:

All certificated unit members are entitled to three (3) days leave of absence, five (5) days if extensive travel is required, for the death of any member of their immediate family, and for such

additional days as the governing board may allow. No deduction shall be made from the salary of such unit member on account of such leave of absence.

19.9 Industrial Accident or Illness Leave:

Pursuant to the provisions of Education Code Section 44984, a certificated unit member shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

- 19.9.1 The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- 19.9.2 Allowable leave for each industrial accident or illness shall be for the duration of the temporary disability, but shall not exceed sixty (60) calendar days.
- 19.9.3 The leave under these rules and regulations will commence on the first day of absence.
- 19.9.4 When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under appropriate sections of the Labor Code will result in a payment to him/her of not more than his/her full salary.
- 19.9.5 Industrial accident or illness leave shall be reduced one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 19.9.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.
- 19.9.7 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 19.9.8 The benefits provided by the rules and regulations shall be applicable to all unit members who have completed a minimum of one year's service with the District.
- 19.9.9 Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.
- 19.9.10 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to sick leave benefits as provided in Education Code Sections 44977, 44978, and 44983, and his absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave as when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

19.10 Personal Necessity Leave

19.10.1 Unit members may use a maximum of ten (10) days of sick leave annually to attend to compelling personal business.

Personal Necessity Leave shall not be used for:

- Vacation
- Recreation
- Extension of holidays or extended weekends
- Personal convenience
- Concerted activities

19.10.2 Absences prior to, or following a holiday or extended weekend shall require a reason be provided.

19.10.3 Notification of the need for Personal Necessity Leave shall be submitted on the required absence form prior to the day of the absence, except in a case of emergency or family illness.

The Unit Member's signature on the required absence form certifies that the absence does not violate the above limitations.

19.11 Court Summons Leave:

Unit members shall be granted a leave with pay, if called in a manner prescribed by law, to serve as a witness in Court other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought through the connivance or misconduct of the unit member. The unit member shall notify the District as soon as possible after being officially called. The unit member shall receive the regular salary and shall sign over to the District any fees received except for travel allowance.

19.12 Jury Leave:

Unit members shall be granted leave of absence, with pay, to serve as a juror, if called in a manner prescribed by law. It is understood that bargaining unit members who are able to postpone jury duty to the summer break in the traditional calendar schools or to an intercession break in the year-round calendar schools shall receive the substitute rate of pay for each day of jury service up to a maximum of five (5) days. In order to receive the substitute pay, the unit member must submit a copy of the original summons, the notification of postponement of service, and the dated proof of jury service. Any fee, except travel allowance, paid to the unit member for jury duty shall be remitted to the District.

19.13 Other Leaves:

The District may grant non-paid leaves of absence to tenured certificated unit members to allow acceptance of exchange teaching positions, fellowships or scholarships, suitable activities that will lead to professional improvement, child care, for reasons of health, for compelling family matters, or for District-recommended course of study. (See Appendix E)

19.14 Family Tragedy Leave

Unit members who experience a tragedy involving a member of the immediate family (parent, spouse, child) shall be granted leave with differential pay. The leave shall be requested through the Human Resources Office, in writing, may be used only once in a school year, and the unit member will pay the difference between his/her salary and the cost of the substitute. This leave is available only after the unit member uses his/her other Personal Necessity leave days. The total number of consecutive days (inclusive of the first seven (10) of personal necessity) is twenty (20).

19.15 Use of Sick Leave to Care for a Child, Parent, Spouse or Domestic Partner

Under the provisions of California Labor Code, Section 223, unit members may use up to five (5) days of accrued and available sick leave per school year in order to attend to the illness of a child, parent, spouse or domestic partner.

19.16 Family and Medical Leave Act (FMLA) of 1993

Unit members are eligible for a variety of other leaves under FMLA. For further information, visit the following website: www.dol.gov/esa/whd/fmla

19.17 Catastrophic Leave Bank

19.17.1 Definitions

A "catastrophic illness or injury" shall be defined as a non-occupational, physical illness or injury that is expected to incapacitate the unit member for an extended period of time, and taking time off work creates a financial hardship for the unit member because he or she has exhausted all accumulated sick leave.

19.17.1.1 A minimum of one hundred (100) participants will be required for the maintenance of this Catastrophic Leave program.

19.17.1.2 A "day of catastrophic leave" shall be defined as the amount of dollars necessary to augment the unit member's differential pay in order that the unit member shall receive one hundred percent (100%) of his/her salary on a particular day.

19.17.2 Catastrophic Leave Bank Committee

19.17.2.1 A Catastrophic Leave Committee shall be comprised of two (2) ITA members and one (1) District representative and shall administrate the Bank.

19.17.2.2 Decisions of the Committee shall be final and are not subject to the grievance procedure contained in Article 10 of this Agreement.

19.17.3 Eligibility

19.17.3.1 All unit members on active duty with the District shall be eligible to contribute to the Bank provided that the unit member shall have a minimum of ten (10) accumulated sick leave days remaining after contributing a sick leave day to the Bank.

- 19.17.3.2 Participation shall be voluntary, but shall require a contribution to the Bank; only contributors shall be permitted to withdraw from the Bank.
- 19.17.3.3 The annual open enrollment period for making contributions to the Bank shall be in October.
- 19.17.3.4 Unit members returning from extended leave which included the annual open enrollment period, and new unit members hired after the open enrollment period who meet the requirements of Article 19.17.3.1, shall be permitted to contribute within 30 calendar days of beginning work.
- 19.17.3.5 The District shall supply enrollment forms for the Bank to all new unit members and those unit members returning from leaves of absence.

19.17.4 Contributions

- 19.17.4.1 The initial contribution by each participating unit member shall be one (1) day of sick leave.
- 19.17.4.2 Upon initial contribution to the Bank, no further assessment shall be required from participants unless the number of days in the Bank drops below forty (40).
- 19.17.4.3 Each donated day in the Bank shall equate to two (2) days of catastrophic leave.
- 19.17.4.4 Sick leave contributions made pursuant to this provision shall be irrevocable.
- 19.17.4.5 Days in the Bank shall accumulate from year to year.
- 19.17.4.6 Days shall be contributed to and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 19.17.4.7 In the event that the number of days in the Bank drops below forty (40), the Committee shall send out notification to the existing participants that they shall be automatically assessed an additional day unless the unit member informs the Committee in writing within thirty (30) days of the notification that s/he desires to cancel participation in the Bank.

19.17.5 Withdrawal from the Bank

- 19.17.5.1 Bank participants shall use all their accumulated sick leave before being eligible to withdraw from the Bank.
- 19.17.5.2 If a participant is incapacitated to the point of being incapable of completing an application, applications may be submitted to the Committee by the participant's agent or member of the unit member's family.
- 19.17.5.3 Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days). Unit members may submit a request for an extension of up to thirty (30) additional days.

- 19.17.5.4 Unit members may use approved days from the bank intermittently in order to receive and recover from therapies and/or treatments directly related to the illness or injury for which the withdrawal from the bank is originally approved.
- 19.17.5.5 Unit members applying to withdraw or to extend their withdrawal from the Bank shall be required to submit a doctor's statement indicating the probable length of absence from work.
- 19.17.5.6 The Committee may require a medical review by a physician of the Committee's choice. The Committee shall choose only a physician who qualifies under the negotiated insurance policy. Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank.
- 19.17.5.7 Members of the Committee shall keep information regarding the nature of the illness confidential.

19.17.6 Termination of the Bank

In the event that the parties negotiate the termination of the Bank, the days remaining in the Bank shall be returned to each of the then current members of the Bank in the amount calculated by dividing the number of remaining days by the number of then current members of the Bank.

ARTICLE 20 - SHARED CONTRACTS

- 20.1 Bargaining unit members may apply to share a contract.
- 20.2 Shared Contracts may be granted annually up to a maximum of three (3) consecutive years. Annual application by the unit members shall be required.

The Shared Contract application proposal shall include:

- specific reason(s) for initiating a shared contract,
- advantages to school/program/students
- a specific calendar/teaching schedule
- division of responsibilities and duties
- benefit package designation

- 20.3 Site administrators shall review all applications for Shared Contracts and make a recommendation to the Assistant Superintendent of Human Resources/designee. The decision of the Assistant Superintendent of Human Resources/designee regarding each application shall be final.
- 20.4 In the event the application for a Shared Contract is granted, the unit members' employment status shall reflect a leave of absence for the percentage of contract the unit member does not work.

Example: An elementary teacher works 60% of a shared contract. A 40% Leave of Absence shall be reflected in the unit member's employment status.

This partial leave status shall not preclude the ability of the unit member to apply for leaves afforded under Article 19-Absences and Leaves.

- 20.5 In the event that one partner in the shared contract is unable to fulfill her/his commitment to the agreement, the remaining partner and the site manager shall work together to make arrangements which are mutually agreeable, to fill that percentage of contract.

Should the remaining partner choose to assume any part of the vacant position, her/his employment and leave status, and rate of pay shall be changed to reflect the change in percent of contract, effective the day the unit member assumes the new contract.

- 20.6 There shall be one (1) health benefit package per shared contract.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 Definitions

- 21.1 Grievance: An allegation by one or more bargaining unit members or the Association that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.
- 21.2 Grievant: Bargaining unit member(s) or the Association alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 21.3 Day: A day when the grievant is required to be present.

21.2 Informal Resolution

Prior to filing a formal grievance, the grievant shall attempt to resolve the potential contract violation by means of an informal conference with the immediate supervisor or other appropriate administrator. During the conference the grievant shall identify the specific provision(s) of the Agreement at issue. If no resolution is reached at the Informal Level, the Formal Resolution procedure shall ensue.

21.3 Formal Resolution – Level One

- 21.3.1 Within thirty (30) days after the occurrence of the alleged act or omission giving rise to the grievance, or within thirty (30) days of the date the grievant could reasonably have known of the act or omission, the grievant, in consultation with the Association, shall file a formal written grievance using an ITA Grievance Form with the grievant's immediate supervisor.
- 21.3.2 The filing of the grievance shall be acknowledged by the dated signature of the immediate supervisor in receipt of the Grievance Form.
- 21.3.3 The grievance shall include the names of the grievant and immediate supervisor, general and specific grounds of the grievance, the date(s) of the alleged act or omission, the specific provisions of the Agreement alleged to have been violated, misinterpreted or misapplied, and any other pertinent information. It shall also include a statement of the specific resolution sought by the grievant.
- 21.3.4 The immediate supervisor shall render a written decision and send it to the grievant and the Association within ten (10) days following the filing of the grievance.
- 21.3.5 Within the above ten (10) days, a conference shall be held at the request of either party.

21.4 Formal Resolution – Level Two

- 21.4.1 If the grievant is not satisfied with the decision at Level One, or if a written decision has not been rendered within ten (10) days, the grievant may appeal the grievance in writing to the Superintendent using an ITA Grievance Form.
- 21.4.2 The appeal shall be filed within ten (10) days of the date on which the Level One decision was rendered or should have been rendered.

- 21.4.3 The appeal shall include a statement of the reason for the appeal, a copy of the Level One grievance, the decision rendered at Level One and any other documentation presented at Level One.
- 21.4.4 The Superintendent/designee shall render a written decision and send it to the grievant and the Association within ten (10) days.
- 21.4.5 Within the above ten (10) days, a conference shall be held at the request of either party.
- 21.5 Formal Resolution – Level Three
 - 21.5.1 If the grievant is not satisfied with the decision rendered at Level Two or if a written decision has not been rendered within ten (10) days, the grievant may appeal the grievance to the Board of Education using an ITA Grievance Form.
 - 21.5.2 The appeal shall be filed within ten (10) days of the date on which the Level Two decision was rendered or should have been rendered.
 - 21.5.3 The appeal shall include a statement of the reason for the appeal, copies of the Level One grievance and the decisions rendered at Level One and Level Two and any other documentation presented at Level One and Level Two.
 - 21.5.4 At a mutually agreed upon date, the Board of Education shall meet in closed session with the grievant(s) and Association grievance representation.
 - 21.5.5 The Board of Education shall render a written decision and send it to the grievant and the Association within ten (10) days after the meeting.
- 21.6 Formal Resolution – Arbitration
 - 21.6.1 If the grievant is not satisfied with the decision of the grievance at Level Three or if a written decision has not been rendered by the Board of Education within ten (10) days, the grievant may request in writing to the Association that the dispute be submitted to arbitration. This request shall be made within ten (10) days of the decision rendered by the Board of Education or with ten (10) days of the date by which the written decision should have been received by the Association.
 - 21.6.2 If, after consideration, the Association decides to submit the dispute to arbitration, the following process shall ensue:
 - A. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of submission of the grievance to arbitration, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
 - B. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision

which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

- 21.6.3 The decision of the arbitrator shall be final and binding.
- 21.6.4 The fees and expenses of the arbitrator shall be borne equally by the District and the Association. The cost of a hearing room shall be borne equally, and be mutually agreed to by the District and the Association. All other costs shall be borne by the party incurring them.
- 21.7 Timelines cited in this Article may be waived by written mutual agreement of the District and the Association.
- 21.8 The exercise by the District of its responsibility cited in Article 5 – Management Rights shall not be subject to the terms of this Article.
- 21.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 21.10 No reprisals of any kind shall be taken by the District, or by any member or representative of the District against the Association, a grievant, or a person who assisted the grievant nor shall reprisals of any kind shall be taken by the Association or any unit member against either the grievant, the District, or any unit member who may have participated directly or indirectly in the grievance procedure.

ARTICLE 22 - PARENT/GUARDIAN COMPLAINTS

- 22.1 The normal channel for complaints concerning unit members shall be from complainant to unit member. After attempts to resolve the complaint with the unit member have been exhausted, the concern should be directed to the particular unit member's immediate supervisor, then to the Superintendent, or his/her designee, and finally to the Board of Education.
- 22.1.1 Whenever a complaint other than that of a criminal nature is made of a unit member by a parent or guardian, the individual unit member involved shall be advised by his/her administrator of the nature of the complaint, and shall be given the opportunity for explanation, comment, and presentation of the facts.
- In the event that the unit member is subjected to the Progressive Discipline procedures under Article 23, and a conference is held with a written memorandum of summary issued pursuant to Section 23.5.2, or a Letter of Reprimand is issued pursuant to Section 23.5.3, or a Suspension is imposed pursuant to 23.5.4, the site/program administrator shall advise the unit member of the name of the complainant.
- 22.1.2 If the unit member is dissatisfied with the resolution of the concern at the immediate supervisor's level, he/she may request in writing within five (5) days a review by the Superintendent or designee. The Superintendent, or designee, shall communicate his/her decision to the unit member within five (5) days.
- 22.1.3 If the unit member is dissatisfied with the resolution of the concern at the Superintendent's level, he/she may request in writing within five (5) days, a review by the Board of Education. The Superintendent, or designee, shall inform the unit member of the decision of the Board within 30 days of receipt of the request for review.

ARTICLE 23 - DISCIPLINE

- 23.1 This Article is not intended to replace or limit the District's rights under the California Education Code or the California Administrative Code to institute dismissal proceedings or to institute suspension proceedings including, but not limited to, immediate suspension or mandatory leaves of absence when so called for under California law. Discipline under this Article shall not be regarded as a pre-condition to proceedings under the California Education Code.
- 23.2 The parties agree that the disciplinary procedures outlined herein shall not be used in an arbitrary or capricious manner.
- 23.3 In imposing discipline, neither the District nor the arbitrator may consider charges, reprimands or other actions of a disciplinary nature which occurred more than four (4) years prior to the date of the charge(s) giving rise to the instant disciplinary action.
- 23.4 Unit members may be represented by the Association in all disciplinary procedures.
- 23.5 Except when the conduct warrants otherwise, the District shall utilize a "Progressive Discipline" procedure which includes the following:
- 23.5.1 Oral warning(s).
- 23.5.2 Conferences with written memorandum of summary.
- 23.5.3 A Letter of Reprimand may be placed in a unit member's District Personnel File.
- The unit member shall have the right to submit a written response within fifteen (15) days of receipt of the Letter of Reprimand and have such response attached to the Letter.
- 23.5.4 Suspension without pay for up to fifteen (15) days.
- 23.5.4.1 The Superintendent or designee shall give a written Notice of Proposed Suspension to the unit member within forty-five (45) days of the act or occurrence giving rise to the disciplinary action.
- The Notice of Proposed Suspension shall include the:
- cause(s) on which the suspension is based
 - length of the suspension
 - beginning and ending dates of the suspension
 - any other relevant information regarding the suspension
 - a statement that informs the unit member of his/her rights to request a hearing
- 23.5.4.2 The District shall provide the Association with a copy of the Notice of Proposed Suspension on the same day the documents are served upon the unit member.

- 23.6 Request for Hearing
- 23.6.1 A unit member shall have five (5) days following the receipt of the Notice of Proposed Suspension to request a hearing. The Request for a Hearing shall be made in writing to the District and a copy sent to the Association.
 - 23.6.2 The District and the Association shall have ten (10) days following receipt of the Request for Hearing to select an arbitrator in accordance with the grievance procedures of this Agreement, or to otherwise resolve the matter of selection.
 - 23.6.3 The imposition of the suspension shall be stayed until the hearing has is conducted and a decision is rendered by the arbitrator.
 - 23.6.4 If a unit member fails to request a hearing within the timelines called for in this Article, the proposed suspension may be implemented by action of the Irvine Unified School District Board of Education.
- 23.7 No suspension shall be implemented earlier than fifteen (15) days from the receipt of the Notice of Proposed Suspension.
- 23.8 Unless otherwise agreed between the Association and the District, the terms of the suspension shall be in accordance with the terms of the original Notice of Proposed Suspension.

ARTICLE 24 - LAYOFF FOR LACK OF FUNDS

- 24.1 The District may lay off unit members pursuant to the provisions of Education Code Section 44955 any time the District determines there is a lack of funds, provided the statutory timeline for notice governing such layoffs in Education Code Section 44949 will be changed from March 15 to May 15, with the other dates set back appropriately.
- 24.2 The above provision shall not be construed in any manner as a limitation upon the right of the District to reduce or eliminate services or to lay off unit members, as such rights existed under the Education Code at the time of execution of this Agreement; nor shall such provision be construed to limit the rights of the District as set forth in Article 5 of this Agreement.
- 24.3 Any dispute arising under this provision shall not be subject to the grievance/arbitration mechanism. Enforcement of rights hereunder shall be as provided by law.

ARTICLE 25 - REDUCTION TO PART-TIME EMPLOYMENT

- 25.1 In an effort to facilitate reduction to part-time employment, the District may permit members of the unit to reduce their workload from full time to part time, and to have their retirement benefits based on full-time employment, as provided by the Education Code.
- 25.2 To qualify for reduction to part-time employment, unit members shall have ten (10) years of service in the District in a position requiring certification, shall have attained the age of 55 prior to the beginning of the school year or term in which the reduction of teaching service begins, and shall have initiated the request for reduced teaching service.
- 25.3 The agreement for reduced service shall be mutually executed by the unit member and the District in writing no less than 30 days prior to the beginning of the school year in which the agreement should take effect.
- 25.4 Reduced service may not be less than the half time service that was required of the unit member during the final year of full time service, prior to that year when half time service began. Minimum salary paid shall be equal to and no less than one half the salary that would have been earned if the unit member had remained on a full time basis.
- 25.5 Part-time service is limited to a period not to exceed five years.
- 25.6 The District shall reserve the right to deny granting a reduced assignment to a unit member if doing so would create unusual and/or difficult staffing problems. A denial shall only be temporary and the unit member may reapply for early retirement the following school year or term.
- 25.7 The unit member and the District agree to submit contributions to the State Teachers Retirement System based on the compensation which would be earned for full time employment.

ARTICLE 26 - DISMISSAL OF PROBATIONARY EMPLOYEES

- 26.1 Feedback to probationary employees on performance will be based on observations. Observation conferences shall be held on or before November 30 (October 31 for year-round) and February 15 (January 15 for year-round) of each year of probationary status. Final summative evaluation conference and/or written summary shall be completed by May 15th. Such feedback shall be based upon criteria established by the District.
- 26.2 The rights of probationary dismissal shall be as determined and enforced by the Education Code, both in terms of procedural due process and rights to a hearing.
- 26.3 Appeal of a recommendation for dismissal shall be to the Deputy Superintendent, Human Resources Services. The decision of the Deputy Superintendent shall not be subject to the grievance procedure.

ARTICLE 27 - EARLY RETIREMENT

- 27.1 The District agrees according to the authorization in the Education Code 44929 to permit members of the State Teachers' Retirement System to receive up to two (2) years of service credit as provided and qualified below.
- 27.2 The Board of Education must indicate by resolution that the best interests of the Irvine Unified School District would be served by encouraging the retirement of certificated unit members.
 - 27.2.1 To be valid, that resolution must find the retirement will either (1) result in a net savings to the District, or (2) result in a reduction of the number of certificated unit members as a result of declining enrollment, or (3) result in the retention of certificated unit members who are credentialed to teach in teacher shortage disciplines, including but not limited to, mathematics and science.
- 27.3 The following conditions are necessary to validate the unit member's additional service credit.
 - 27.3.1 The unit member must be credited with five or more years of service under the State Teachers' Retirement System and retire during a period not more than 120 days or less than 60 days, commencing no sooner than the effective date of the formal action of the District which shall specify the period.
 - 27.3.2 The Superintendent of Schools must transmit to the retirement fund an amount determined by the Teachers' Retirement Board which equals the actuarial equivalent of the difference between the allowance the member receives after the receipt of service credit under this section and Education Code 22726 and the amount the member would have received without the service credit. The transfer to the retirement fund shall be made in a manner and time period acceptable to the Teachers' Retirement Board.
 - 27.3.3 The Superintendent of Schools must transmit to the retirement fund the administrative costs incurred by the State Teachers' Retirement System in implementing this section, as determined by the Teachers' Retirement Board.
 - 27.3.4 The Superintendent must certify, prior to the formal action becoming effective, that the net effect of the formal action will result in no costs to the State Teachers' Retirement System or the school district.
- 27.4 The amount of service credit shall be a maximum of two years regardless of credited service, but shall not exceed the elapsed period of time intervening between the date of the member's retirement and the date the member attains normal retirement age as determined by the Teachers' Retirement Board. The school district or county superintendent of schools shall make the payment with respect to all eligible unit members who retired pursuant to this section and Education Code 22726.
- 27.5 Any unit member who qualifies under this section and Education Code 22726 and subsequently reenters the State Teachers' Retirement System shall forfeit the service credit acquired under this section and Education Code 22726.

- 27.6 This opportunity shall not be applicable to any unit member otherwise eligible if the unit member receives any unemployment insurance payments arising out of employment with an employer subject to Part 13 (commencing with Section 22000) of Title 1 during a period extending one year beyond the effective date of the formal action, or if the unit member is not otherwise eligible to retire for service under the State Teachers' Retirement System.
- 27.7 Any unit member who wishes to retire under the provisions of this article must make written application to the District prior to June 1. Earlier application is advised so that time can be had for adequate retirement planning.

ARTICLE 28 - RETIREMENT

28.1 The District shall offer a unit member upon retirement a recognition stipend of \$5,000. The recognition shall be offered to a unit member under the following conditions:

- Have served a minimum of fifteen (15) full time or equivalent years in the District as a certificated employee; and
- The last five (5) years (part-time or full-time) of service prior to retirement have been consecutive.

Placement on a reemployment list per California Education Code section 44978.1 during the last five years of service prior to retirement shall not constitute a break in service for purposes of eligibility under this provision.

28.1.1 District Notification Timelines

- Written notice of intent to retire at the end of the school year must be received by Human Resources on or before March 1;
- Written notice of intent to retire at the end of the first semester must be received by Human Resources on or before October 1.

28.2 Retirees from the Irvine Unified School District, who are hired back by the District, shall be placed on the step and column from which they retired or the corresponding placement with the current salary schedule.

ARTICLE 29 - CONCERTED ACTIVITIES

29.1 The Association recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. There shall be no strike or work stoppage by the Association or its unit members.

ARTICLE 30 - SUPPORT OF AGREEMENT

30.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the development of this Agreement. Therefore, it is agreed that the Association and the District will support this Agreement.

ARTICLE 31 - SOLE AND ENTIRE AGREEMENT

- 31.1 This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, express or implied, or practices, between the district and the Association or its unit members, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

The District and the Association acknowledge that during the negotiations which resulted in this Agreement, they had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings of that right and opportunity are set forth in this Agreement. The district and the Association voluntarily and unqualifiedly waive the right, and agree that the District and the Association shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, including but by no means limited to, any subject or matter which under the Agreement is within the rights of the District to decide, even though such subjects or matters may not have been within the knowledge or contemplation of the District or the Association at the time they negotiated or signed this Agreement.

ARTICLE 32 - SAVINGS

- 32.1 If any provision of this Agreement or any application thereof to any unit member is held by the highest court of the State or by a federal court to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by court decision, but all other provisions or applications shall continue in full force and effect.

FOR THE District:

FOR THE ASSOCIATION:

Terry Walker, Assistant Superintendent

Richard Seibert, President

August 25, 2009

Date

August 25, 2009

Date

ADDENDUM

STATEMENTS OF MUTUAL RECOGNITION AND MUTUAL RESPONSIBILITY

The negotiations process offers an opportunity to delineate a variety of potential problems and agree on directions for guidance in areas where specific contractual solutions would be restrictive. Both parties acknowledge that the best solution to a problem is often specific to the situation, but that both teachers and administrators could benefit from reference to mutually derived positions for clarification purposes in deriving such a solution.

The following statements are offered as a common ground between the parties to serve as guidance for teachers and administrators. They are presented here for ease of reference purposes only. The entire contents of this Addendum are not a part of the contract and are not subject to the grievance process allowed for in contractual disputes.

CLASS SIZE

It is recognized by all educators that optimal learning is facilitated by class sizes lower than the norms within the State of California. However, the high cost of significantly lowering class size is also recognized. Although there are contractual limitations on class size, instances may occur where student enrollment in a class may be excessively high. At grades 7-12, the District will make every attempt to limit class size to 35. Special circumstances may occur when a teacher and the school agree to exceed the contractual limit of 187 students per teacher. In such cases, additional support, if any, will be provided within the resources of the school.

In such cases where it may be extremely difficult to monitor individual student progress or meet individual student needs, it is the mutual responsibility of the teacher and the administrator to develop a plan which will allow for the maximum learning and teaching to occur.

DISTRICT POLICY

The Board of Education acknowledges its obligation to propose and establish policies for the District, to direct the administration to disseminate such policy to the school sites and the Association, and to manage the District in accordance with such policies.

ASSOCIATION MEMBERSHIP INFORMATION

ITA recognizes its responsibility to make information available to teachers regarding the benefits of membership in the Association.

The IUSD Human Resources Department acknowledges its responsibility to provide new employees with information concerning their membership in the Association.

NUTRITION BREAK

It is mutually recognized that between the start of the school day and their lunch time, teachers may require a break to attend to personal needs. Administrators and teachers acknowledge their obligation to work with one another in consideration of such needs.

PARTIAL CONTRACTS

In accepting or seeking a partial contract assignment, a teacher may reasonably expect that the non-instructional obligations attached to such an assignment will be commensurate with the percentage proportion of the contract itself.

In the matter of secondary class loads, the administrator will attempt to assign a student load commensurate with the percentage portion of the teacher's contract.

Administrators, with input from the teacher, will also attempt to keep the time that the teacher is required to be on the site commensurate with the percentage portion of the teacher's contract by assigning consecutive periods wherever possible.

SECONDARY CLASS PREPARATIONS

Both parties recognize that the secondary teacher's class assignments generally require no more than three different preparations. It is also recognized that in cases where teachers are involuntarily assigned to more than three preparations, their teaching effectiveness may be reduced. It is therefore agreed that every attempt will be made to keep a secondary teacher's class preparation at a maximum of three.

K-6 MEDIA SPECIALISTS

It is recognized as desirable that each school site employ a certificated library/media specialist to enhance the school's educational program.

TEACHER SAFETY

It is recognized by both parties that teachers have a responsibility to be prudent in the time and location they spend at the school site beyond the instructional or work day. Both parties also recognize the District's responsibility to provide facilities which ensure teacher and student safety.

PERSONNEL FILES

It is recognized that every employee has the right to examine his/her files upon request in accordance with the Education Code. The teachers recognize their responsibility to respect the time and task constraints of the personnel employee to whom the request is made. The Human Resources Office acknowledges the desire of the teachers to inspect their files as promptly as is practicable.

MODIFIED DAY

Each site votes on modified day in the spring. Decision will be binding if it is expenditure neutral.

Irvine Unified School District Certificated Salary Schedule 2022-2023

Step	Intern/Emerg	BA + Cred	45	60	75
1	\$ 56,160	\$ 66,547	\$ 67,547	\$ 69,153	\$ 73,033
2	\$ 59,152	\$ 67,547	\$ 69,153	\$ 72,372	\$ 75,772
3	\$ 62,144	\$ 69,153	\$ 72,372	\$ 76,393	\$ 78,587
4	\$ 65,137	\$ 71,567	\$ 76,393	\$ 79,609	\$ 81,861
5	\$ 68,184	\$ 74,747	\$ 80,411	\$ 82,185	\$ 85,136
6	\$ 68,184	\$ 76,949	\$ 82,185	\$ 83,790	\$ 88,409
7	\$ 68,184	\$ 80,223	\$ 83,790	\$ 86,846	\$ 91,684
8	\$ 68,184	\$ 84,923	\$ 86,846	\$ 90,062	\$ 96,801
9	\$ 68,184	\$ 84,923	\$ 90,465	\$ 93,320	\$ 101,711
10	\$ 68,184	\$ 84,923	\$ 90,465	\$ 100,301	\$ 103,962
11	\$ 68,184	\$ 84,923	\$ 90,465	\$ 100,301	\$ 105,598
12	\$ 68,184	\$ 84,923	\$ 90,465	\$ 100,301	\$ 107,237
13	\$ 68,184	\$ 84,923	\$ 90,465	\$ 100,301	\$ 108,875
14	\$ 68,184	\$ 84,923	\$ 90,465	\$ 100,301	\$ 108,875
15	\$ 68,184	\$ 84,923	\$ 90,465	\$ 100,301	\$ 108,875
16	\$ 68,184	\$ 89,075	\$ 94,236	\$ 104,454	\$ 111,330
17	\$ 68,184	\$ 89,075	\$ 94,236	\$ 104,454	\$ 111,330
18	\$ 68,184	\$ 89,075	\$ 94,236	\$ 104,454	\$ 111,330
19	\$ 68,184	\$ 93,228	\$ 98,395	\$ 108,607	\$ 113,784
20	\$ 68,184	\$ 93,228	\$ 98,395	\$ 108,607	\$ 113,784
21	\$ 68,184	\$ 93,228	\$ 98,395	\$ 108,607	\$ 113,784
22	\$ 68,184	\$ 97,381	\$ 102,548	\$ 114,398	\$ 117,879
23	\$ 68,184	\$ 97,381	\$ 102,548	\$ 114,398	\$ 117,879
24	\$ 68,184	\$ 97,381	\$ 102,548	\$ 114,398	\$ 117,879
25	\$ 68,184	\$ 101,536	\$ 106,698	\$ 116,912	\$ 122,022
26	\$ 68,184	\$ 101,536	\$ 106,698	\$ 116,912	\$ 122,022
27	\$ 68,184	\$ 109,169	\$ 114,334	\$ 124,547	\$ 129,651

*1% off-schedule payment based on the 2022-23 salary schedule, the one-time off-schedule payment shall be made only to those in active employment with the District on the first work day of the payroll cycle in which the pay warrant is issued, and to those unit members who retired under STRS or PERS during the 2022-23 work year.

Board Approved: November 15, 2022 - 9% effective 7/1/22



<u>Initial Salary Schedule Placement</u> Service Credit for Step Placement New hires may be granted up to 12 years of verified prior TK-12 experience. Service credit for contracted years of service will be considered if 75% or more of a year was served on 75% or greater Full Time Equivalent (FTE) position. Verification of creditable experience must be received in Human Resources within the first year of hire. Absent verification, employees will be placed on Step 1. Course Work Credit for Column Placement New hires may be granted up to 75 <i>semester</i> units for initial column placement. Only units for upper division or graduate level course work completed towards an advanced degree or credential, and from an accredited college or university completed after the conferral of bachelor's degree, will be considered for initial placement. Such course work must be reasonably related to the present and/or future assignments within the District. Only official transcripts will be accepted for verification of course work and conferral of degrees; Transcripts must be submitted to the Assistant Superintendent, Human Resources/designee within the first year of employment in the District. <u>Advanced Degrees</u> Advanced degrees must be reasonably related to the employee's assignment and/or future assignment for which he/she is credentialed. • Master's or Doctorate – \$2,905 A doctoral stipend will be awarded only for a degree in education or the specific discipline or assignment of the employee and will be awarded in lieu of a master's degree stipend. Speech Language Pathologists • California Speech Pathology License – \$2,906 • Clinical Rehabilitation Services Credential – \$7,075 Advanced degrees and SLP license/credential stipends shall be prorated based on percentage of a FTE position. Super Max Salary • Teacher – \$132,556 (75 units + 27 years + Master's/Doctorate Degree) • Speech Language Specialist – \$142,537 (75 units + 27 years + Master's/Doctorate Degree + Credential + License)	<u>Professional Growth: Course Work for Column Advancement on the Salary Schedule</u> Column advancement is granted in blocks of fifteen (15) semester units, and is limited to one column per school year. Pre-approval of Course Work Pre-approval of all course work by the Assistant Superintendent, Human Resources/designee, including course work for advanced degrees, is required. It is the employee's responsibility to get written confirmation of such approval before registering for and beginning course work. See Article 17.11 <i>Course Work and Professional Growth for Column Advancement on the Salary Schedule</i>. Verification of Course Work Only official transcripts will be accepted for verification of course work and conferral of an advanced degree from an accredited college or university. It is the responsibility of the employee to submit transcripts by contractual deadlines. Official transcripts must be submitted to the Assistant Superintendent, Human Resources/designee by November 15 to receive salary credit for the year. <u>Rates of Pay</u> <table border="0"> <tr> <td>Hourly – \$43.91</td><td>Over Contract</td></tr> <tr> <td>Share – \$40.10</td><td>(per student over contract limit)</td></tr> <tr> <td>Summer School</td><td>Elementary – \$22.33</td></tr> <tr> <td>0 - 10 Years – \$43.91</td><td>Secondary – \$3.72</td></tr> <tr> <td>11 - 15 Years – \$46.26</td><td></td></tr> <tr> <td>16+ Years – \$48.98</td><td></td></tr> </table> <u>*Substitute</u> • Daily Rate \$125 for 4 or more hours; \$80 for less than 4 hours • IUSD Retiree Daily Rate \$135 for 4 or more hours; \$86 for less than 4 hours • Long-term Rate \$160 for 4 or more hours; \$102 for less than 4 hours (begins on 16th consecutive day in same assignment, not retroactive to first day of assignment) <u>Work Days per Year</u> Above salary schedule reflects 186 work days • 186 days for Teachers • 187 days for Middle School Library Medial Specialists and Middle School Counselors • 192 days for Nurses, Comprehensive High School Library Media Specialists and High School Counselors	Hourly – \$43.91	Over Contract	Share – \$40.10	(per student over contract limit)	Summer School	Elementary – \$22.33	0 - 10 Years – \$43.91	Secondary – \$3.72	11 - 15 Years – \$46.26		16+ Years – \$48.98	
Hourly – \$43.91	Over Contract												
Share – \$40.10	(per student over contract limit)												
Summer School	Elementary – \$22.33												
0 - 10 Years – \$43.91	Secondary – \$3.72												
11 - 15 Years – \$46.26													
16+ Years – \$48.98													

*For COVID Emergency purposes, the substitute rate of pay has been increased for the 2022/23 school year. Substitutes working less than or equal to 4 hours will be paid \$115, substitutes working over 4 hours will be paid \$180, and the long-term rate will be increased to \$220.



**Tentative Agreement
2022-2023**

MS Counselors/Elem and MS Library Media Specialist Salary Schedule

187 # days

MIDDLE SCHOOL COUNSELORS/ELEM AND MS LIBRARY MEDIA SPECIALIST

Step	Emerg	BA + Cred	45	60	75
1	\$ 56,462	\$ 66,905	\$ 67,910	\$ 69,525	\$ 73,426
2	\$ 59,470	\$ 67,910	\$ 69,525	\$ 72,761	\$ 76,179
3	\$ 62,478	\$ 69,525	\$ 72,761	\$ 76,804	\$ 79,010
4	\$ 65,487	\$ 71,952	\$ 76,804	\$ 80,037	\$ 82,301
5	\$ 68,551	\$ 75,149	\$ 80,843	\$ 82,627	\$ 85,594
6	\$ 68,551	\$ 77,363	\$ 82,627	\$ 84,240	\$ 88,884
7	\$ 68,551	\$ 80,654	\$ 84,240	\$ 87,313	\$ 92,177
8	\$ 68,551	\$ 85,380	\$ 87,313	\$ 90,546	\$ 97,321
9	\$ 68,551	\$ 85,380	\$ 90,951	\$ 93,822	\$ 102,258
10	\$ 68,551	\$ 85,380	\$ 90,951	\$ 100,840	\$ 104,521
11	\$ 68,551	\$ 85,380	\$ 90,951	\$ 100,840	\$ 106,166
12	\$ 68,551	\$ 85,380	\$ 90,951	\$ 100,840	\$ 107,814
13	\$ 68,551	\$ 85,380	\$ 90,951	\$ 100,840	\$ 109,460
14	\$ 68,551	\$ 85,380	\$ 90,951	\$ 100,840	\$ 109,460
15	\$ 68,551	\$ 85,380	\$ 90,951	\$ 100,840	\$ 109,460
16	\$ 68,551	\$ 89,554	\$ 94,743	\$ 105,016	\$ 111,929
17	\$ 68,551	\$ 89,554	\$ 94,743	\$ 105,016	\$ 111,929
18	\$ 68,551	\$ 89,554	\$ 94,743	\$ 105,016	\$ 111,929
19	\$ 68,551	\$ 93,729	\$ 98,924	\$ 109,191	\$ 114,396
20	\$ 68,551	\$ 93,729	\$ 98,924	\$ 109,191	\$ 114,396
21	\$ 68,551	\$ 93,729	\$ 98,924	\$ 109,191	\$ 114,396
22	\$ 68,551	\$ 97,905	\$ 103,099	\$ 115,013	\$ 118,513
23	\$ 68,551	\$ 97,905	\$ 103,099	\$ 115,013	\$ 118,513
24	\$ 68,551	\$ 97,905	\$ 103,099	\$ 115,013	\$ 118,513
25	\$ 68,551	\$ 102,082	\$ 107,272	\$ 117,541	\$ 122,678
26	\$ 68,551	\$ 102,082	\$ 107,272	\$ 117,541	\$ 122,678
27	\$ 68,551	\$ 109,756	\$ 114,949	\$ 125,217	\$ 130,348

includes 9.00% 7/1/2022
pending ratification and Board Approval

FOR THE DISTRICT:

FOR THE ASSOCIATION:

DATE:

DATE:

Tentative Agreement
2022-2023
HS Counselors/HS Library Media Specialist/Nurses Salary Schedule
192 # days

HIGH SCHOOL COUNSELORS AND LIBRARY MEDIA SPECIALIST/NURSES

Step	Emerg	BA + Cred	45	60	75
1	\$ 57,972	\$ 68,694	\$ 69,726	\$ 71,384	\$ 75,389
2	\$ 61,060	\$ 69,726	\$ 71,384	\$ 74,707	\$ 78,216
3	\$ 64,149	\$ 71,384	\$ 74,707	\$ 78,857	\$ 81,122
4	\$ 67,238	\$ 73,876	\$ 78,857	\$ 82,177	\$ 84,502
5	\$ 70,383	\$ 77,158	\$ 83,005	\$ 84,836	\$ 87,882
6	\$ 70,383	\$ 79,431	\$ 84,836	\$ 86,493	\$ 91,261
7	\$ 70,383	\$ 82,811	\$ 86,493	\$ 89,647	\$ 94,642
8	\$ 70,383	\$ 87,662	\$ 89,647	\$ 92,967	\$ 99,924
9	\$ 70,383	\$ 87,662	\$ 93,383	\$ 96,330	\$ 104,992
10	\$ 70,383	\$ 87,662	\$ 93,383	\$ 103,537	\$ 107,316
11	\$ 70,383	\$ 87,662	\$ 93,383	\$ 103,537	\$ 109,004
12	\$ 70,383	\$ 87,662	\$ 93,383	\$ 103,537	\$ 110,696
13	\$ 70,383	\$ 87,662	\$ 93,383	\$ 103,537	\$ 112,387
14	\$ 70,383	\$ 87,662	\$ 93,383	\$ 103,537	\$ 112,387
15	\$ 70,383	\$ 87,662	\$ 93,383	\$ 103,537	\$ 112,387
16	\$ 70,383	\$ 91,948	\$ 97,276	\$ 107,823	\$ 114,921
17	\$ 70,383	\$ 91,948	\$ 97,276	\$ 107,823	\$ 114,921
18	\$ 70,383	\$ 91,948	\$ 97,276	\$ 107,823	\$ 114,921
19	\$ 70,383	\$ 96,235	\$ 101,569	\$ 112,110	\$ 117,454
20	\$ 70,383	\$ 96,235	\$ 101,569	\$ 112,110	\$ 117,454
21	\$ 70,383	\$ 96,235	\$ 101,569	\$ 112,110	\$ 117,454
22	\$ 70,383	\$ 100,522	\$ 105,856	\$ 118,088	\$ 121,682
23	\$ 70,383	\$ 100,522	\$ 105,856	\$ 118,088	\$ 121,682
24	\$ 70,383	\$ 100,522	\$ 105,856	\$ 118,088	\$ 121,682
25	\$ 70,383	\$ 104,811	\$ 110,140	\$ 120,683	\$ 125,958
26	\$ 70,383	\$ 104,811	\$ 110,140	\$ 120,683	\$ 125,958
27	\$ 70,383	\$ 112,691	\$ 118,022	\$ 128,565	\$ 133,833

includes 9.00% 7/1/2022
pending ratification and Board Approval

FOR THE DISTRICT:

FOR THE ASSOCIATION:

DATE:

DATE:

APPENDIX B

Fall Athletic Shares

Sport	Level	Base Shares	On-campus Credit	No Coaching Period
Football	Varsity Head	144	22	24
	Varsity Assistant	101	12	12
	Sophomore Head	101	12	12
	Sophomore Assistant	71	7	12
	Freshman Head	101	12	12
	Freshman Assistant	71	7	12
Girls Tennis	Varsity Head	89	22	22
	Varsity Assistant	48	12	11
	JV Head	48	12	11
Girls Golf	Varsity Head	89	22	22
Girls Volleyball	Varsity Head	89	22	22
	Varsity Assistant	57	12	11
	JV Head	57	12	11
	Frosh/Soph Head	57	12	11
Boys Water Polo	Varsity Head	89	22	22
	Varsity Assistant	61	12	11
	JV Head	61	12	11
Boys Cross Country	Varsity Head	89	22	22
	Varsity Assistant	54	12	11
Girls Cross Country	Varsity Head	89	22	22
	Varsity Assistant	54	12	11
	Co-ed Assistant	54	12	11

Notes:

- Share value: See Salary Schedule
- Head weight (12 shares)
- Weight assistant 7(shares)
- No coaching period = two shares per week per length of activity for varsity head coach

Revised November 15, 2016 (per TA 9/23/2016)

APPENDIX B-1

MOU to Add Competitive Cheer to Winter Athletic Shares

Winter Athletic Shares

Sport	Level	Base Shares	On-campus Credit	No Coaching Period
Boys Basketball	Varsity Head	113	22	26
	Varsity Assistant	79	12	13
	JV Head	79	12	13
	Freshman Head	79	12	13
Competitive Cheer	Varsity Head	89	22	13
	Varsity Assistant	57	12	13
Girls Basketball	Varsity Head	113	22	26
	Varsity Assistant	79	12	13
	JV Head	79	12	13
	Frosh/Soph Head	79	12	13
Boys Soccer	Varsity Head	96	22	26
	Varsity Assistant	67	12	13
	JV Head	67	12	13
	Frosh/Soph Head	67	12	13
Girls Soccer	Varsity Head	96	22	26
	Varsity Assistant	67	12	13
	JV Head	67	12	13
	Frosh/Soph Head	67	12	13
Girls Water Polo	Varsity Head	89	22	26
	Varsity Assistant	61	12	13
	JV Head	61	12	13
Wrestling	Varsity Head	96	22	26
	Varsity Assistant	67	12	13

Notes:

- Share value: See Salary Schedule
- Head weight (12 shares)
- Weight assistant 7(shares)
- No coaching period = two shares per week per length of activity for varsity head coach

Revised November 15, 2016 (per TA 9/23/2016)

Revised October 2018 by MOU

APPENDIX B-2

Spring Athletic Shares

Sport	Level	Base Shares	On-campus Credit	No Coaching Period
Boys Volleyball	Varsity Head	89	22	24
	Varsity Assistant	57	12	12
	JV Head	57	12	12
Baseball	Varsity Head	98	22	26
	Varsity Assistant	69	12	13
	JV Head	69	12	13
Softball	Varsity Head	98	22	26
	Varsity Assistant	69	12	13
	JV Head	69	12	13
Boys Swimming	Varsity Head	89	22	24
	Varsity Assistant	62	12	12
	JV Head	62	12	12
Girls Swimming	Varsity Head	89	22	24
	Varsity Assistant	62	12	12
	JV Head	62	12	12
Boys Tennis	Varsity Head	89	22	24
	Varsity Assistant	48	12	12
	JV Head	48	12	12
Boys Golf	Varsity Head	89	22	24
Track	Girls Varsity Head	96	22	24
	Girls Varsity Assistant	67	12	12
	Boys Varsity Head	96	22	24
	Boys Varsity Assistant	67	12	12
Boys Lacrosse	Boys Varsity Head	96	22	26
	Boys Varsity Assistant	67	12	13
Girls Lacrosse	Girls Varsity Head	96	22	26
	Girls Varsity Assistant	67	12	13

Notes:

- Share value: See Salary Schedule
- Head weight (12 shares)
- Weight assistant 7(shares)
- No coaching period = two shares per week per length of activity for varsity head coach

Revised November 15, 2016 (per TA 9/23/2016)

I. Pay Formula (K-8)

A teacher shall receive one share per student worked with based on a six-week commitment, 1 and ½ hours per day (outside of the student day), working on a four-day week with a maximum of eighteen weeks.

II. Athletics Pay Formula (9-12)

Description	Formula
1. Teachers who hold two coaching positions (paid on June 1 warrant).	60 shares
2. A coach who serves as a Varsity Head Coach for both boys' and girls' sports in the same season.	15 shares

- Athletic Director receives 5% more than the highest paid coach on his/her staff.
- Athletic Trainer receives 70% of Athletic Director.

Agreements Relative to Interpretation of Athletics Pay Formula (9-12)

The Athletic Pay Formula is designed primarily for use with the computation of Head Coach stipends and not with other non-athletic activity assignments.

1. Length of Activity

Length of season is based on the current C.I.F. Blue Book dates. In the event of a season extends over a vacation period, those weeks are counted, if the team either practices or performs during the vacation period. This factor does not include post-season CIF weeks (see #12).

2. Number of Assistants, Direct Work with Head (Paid Adult)

Number of assistants refers strictly to the category of coach called Varsity Assistant (those coaches who work directly with the Varsity Head Coach during practices and games). Not included in this category are the heads of J.V. teams, nor assistants at the lower levels.

3. Budget Responsibility, ASB and School

Included in this category is budget for which the head coach is responsible. Such items might include equipment, supplies, cleaning of uniforms reconditioning of equipment, scouting costs and film service.

Not included in this category are coaching stipends, the cost of officials, nor other items typically handled by the athletic directors.

4. Number of Major Performances

The number of major performances is defined in the C.I.F Blue Book. We included only those performances that occurred during the season.

5. Revenue-Producing capabilities (Gate) Average per Performance

Revenue refers to total gates receipts for home events only, regardless of the school's share of the gate.

6. Number of Participants per Paid Adult Assistant

As in Item #2, Paid Adult Assistant refers to paid varsity assistants only.

The number of participants refers to those participants during the season, not participants during practices outside the regular season. A clean way to determine the number of season participants is to count the names on the list of the program printed for the season's first performance. Divide number of participants by number of paid assistants.

7. Public Exposure

Public exposure refers to a combination of factors, such as the number of spectators at performances, relationships to parent booster clubs and general school/community pressure to win.

8. No In-School Time for Activity

No in-school times means that the staff member does not receive a coaching period as one of the five periods normally awarded to teaching.

9. Teachers Who Hold Two Supplementary (Coaching Only) Positions

Supplementary positions refers to those positions for which a stipend is awarded; and is awarded only one time (maximum) per person, per school year.

10. Coaches Who Coach at the Site Where They Teach

In the case of classified personnel or long-term substitute teachers, this item also applies to full-time personnel who coach at the site where they work.

This includes teachers, but excludes classified personnel who work in the district, but who teach or work at a site different from the one where they coach.

11. Varsity Head of Both Boys and Girls

This can happen only in the sports of cross country, track and swimming.

12. Post-Season Weeks

This works on the same basis as a per diem for extra work, except this is per week. For example, if the length of season is 10 weeks and the coach's stipend (Items 1-11) is \$100.

HIGH SCHOOL STIPENDS

Share value: See Salary Schedule

Stipends for the positions listed below are allocated to each High School based on the numbers of shares designated per position, with the exception of Mock Trial, Science Olympiad and speech and Debate.

Shares Allocations

Academic Activities	# Shares School	# Shares District
Academic Decathlon	60	
Newspaper Advisor	88	
Scholarship Coordinator	72	
Technology Coordinator	100	
Yearbook Advisor	88	

Athletics	School Shares	# of Shares--District
Boys' Athletic Director		105% of the highest paid boys coach on the campus
Girls' Athletic Director		105% of the highest paid girls coach on the campus
Department Chairs	School Shares	# of Shares—District
Business/Technology		
English		
Fine Arts		
Foreign Language		Based on the number of sections:
Mathematics		
Performing Arts		10--30 Sections = 96 Shares
Physical Education		31--60 Sections = 120 Shares
Science		61 Sections or more = 132 Shares
Social Science		
Special Education		
Head Counselor		34 = Shares
Musical Production	# Shares School	# Shares District

Instrumental Director	30	
Choral Director	30	
Drama Director	30	
Choreographer	30	
Musical Production	# Shares School	# Shares District
Instrumental Director	30	
Choral Director	30	
Drama Director	30	
Choreographer	30	
Performing Arts	# Shares School	# Shares District
Accompanist	50	
Band/Percussion Coach	50	
Dance/Drill	50	
Vocal Music Director	70+	number of performances up to 30 + [(# of participants - 30)/5] ex: 70 shares + 28 performances + (370 participants - 30 = 340)/5 = 68 so... 70 shares(base) + 28 performances + 68 shares generated at 370 participants = 166 shares
Vocal Music Assistant		70% of the vocal Music Director's compensation amount
Dance Production		30--50 based on number of performances
Drama Director	126	
Instrumental Music Director	70+	number of performances up to 30 + [(# of participants--30/5] see vocal Music Director
Instrumental Music Assistant		70% of the Instrumental Music Director's compensation amount
Tall Flags Advisor	110	

Student Activities	# School Shares	# Shares—District
Freshman Class Advisor	20	
Sophomore Class Advisor	20	
Junior Class Advisor	30	
Senior Class Advisor	40	
Student Activities Advisor	258	
Pep Squad Advisor	110	

The following stipend shall be paid out of the 410 discretionary Shares allocated annually to each Compensatory High School.

Academic Activities	# School Shares
Mock Trial	50
Science Olympiad	50
Speech and Debate	80

Middle School Stipends

Share value: See Salary Schedule

Student Activities	Number of Shares
<u>ASB/Activity</u> <i>(paid from ASB proceeds)</i> Includes: ▪ Student Council ▪ Leadership ▪ Noon Activities ▪ Assemblies ▪ Dances ▪ Etc.	
With one (1) class period	95
With no class period	120
<u>Note:</u> <i>An agreed upon portion of the stipend may be allocated to another unit member who will take responsibility for a dance or dances. Specific responsibilities for each dance should be fully delineated, e.g. publicity, planning, supervision, etc.</i>	
<u>Drama/Musical</u> ➤ Evening Musical/ Dramatic Programs Two (2) programs per person per school year are expected as part of the role. Additional programs, if assigned by the principal, may be negotiated for Adjunct Duty points. ➤ Major Musical/Dramatic Performances are defined as those that include night performances, costumes and sets, cast and crew personnel, charge for admission. (District pays for one musical)	
Two-thirds (2/3) or more of rehearsal time is scheduled during class time	40
Two-thirds (2/3) or more of rehearsal time is scheduled outside class time	80
<u>Yearbook</u> <i>(paid from Yearbook proceeds)</i>	
Class with Yearbook instruction only	50
No Yearbook Class	60
<u>Magazine Sales</u> The unit member in charge of magazine sales will receive 3% of net to school, with a maximum of \$700.00. Stipend to be paid from the portion received by the school.	
<u>Condition</u> <i>Individuals receiving compensation from any assignment listed above shall not receive money from any other source, i.e., ASB, PTO, fundraisers, etc.</i>	

Examples of Duties Outside of the Instructional Time

The following non-exhaustive list of duties beyond instructional time is provided here for reference purposes only. It is understood that in providing these examples, no attempt has been made to list all of the possible duties in any one category.

Category 1: Instructionally Related Duties (See 10.2.1)

• Lesson Plans • Evaluation of student performance • Goals and Objectives • Informal counseling of assigned students • Providing individual re-teaching or extra help • Making routine parent contacts • Parent Teacher Conferences • Responding to requests for information on District, State or school forms	• Attending Open House and Back-to-School Night • Providing Lesson Plans for substitute teachers • Attendance at Graduation ceremonies • Attendance at Staff meetings • Departmental meetings • Individual Educational Plans (IEP) meetings • SIP monitoring/planning meetings • Chapter I meetings for funded staff • Bilingual meetings for funded staff
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Category 2: K-8 Supervision Duties (See 10.2.2)

• Yard/Playground Duty • Bus Duty	• Bike Duty • General Campus Supervisors
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Category 3: Adjunct Duties (See 10.2.4)

<u>ELEMENTARY</u>	<u>HIGH SCHOOL</u>	
• Site Council(s) • Site Curriculum Committee • Site Standing Committee • Site Ad Hoc Committee • Student Activities • School Activities	• Site Council(s) • Site Curriculum Committee • Site Standing Committee • Site Ad Hoc Committee • Dances • Supervision at Athletic Activities • Student Activities • School Activities	• Letters of Recommendation for students applying for college and/or university entrance: ▪ 15 letters = Adjunct Duty Requirement or 1 comp day ▪ 30 letters = 1 additional comp day ▪ 45 or more letters = 1 additional comp day The maximum number of comp days that may be earned annually for this task is three (3).
<u>MIDDLE SCHOOL</u>		
• Site Council(s) • Site Curriculum Committee • Site Standing Committee • Site Ad Hoc Committee • Dances • Supervision at Athletic Activities • Student Activities • School Activities		

TEACHER TRANSFER RATING SHEET

DIRECTIONS:

Please complete the form below for each teacher requesting transfer to a vacant position in your school and for each outside applicant (if appropriate) following these guidelines.

1. Develop Site Specific Criteria Review Team Members:
(and post on vacancy notice) _____
2. Assign points to each criteria (*seniority must be equal to the criteria with the highest point value.*) _____
3. Interview candidates and review file data as needed. _____
4. Complete the form and submit to Human Resources with employment recommendation.

Name of Candidate _____

Position Vacancy _____ School _____

Criteria	Point Value Assigned	Point Value Credited
Seniority <i>Notes:</i>		
Preparation/Training <i>Notes:</i>		
Recommendation/Evaluation <i>Notes</i>		
Interpersonal Skills <i>Notes:</i>		
Recent Assignment/Experience		

Criteria	Point Value Assigned	Point Value Credited
<i>Notes:</i>		
Instructional Expertise <i>Notes:</i>		
Contribution to School Program <i>Notes:</i>		
Balanced/Program & Staff <i>Notes:</i>		
Observation/Personal Interview <i>Notes:</i>		
Other (<i>i.e., site specific criteria listed on posting</i>) <i>Notes:</i>		
TOTAL POINTS	100	

Summary Comments:

Signature _____

School/Program _____

Date _____



**CERTIFICATED
APPLICATION FOR LEAVE OF ABSENCE**

Name _____ Type of Leave: Maternity ☐
 CFRA/PL ☐
 Child Care ☐ _____ %
 Assignment _____ Personal ☐ _____ %
 School or Department _____ Medical ☐
 Family (FML) ☐
 Leave requested from _____ 20____ through _____ 20____
 Address while on leave: _____ Phone No. _____

Explain in detail the purpose of leave: (If for pregnancy leave, attach copy of statement signed by physician, IUSD Form PS/1)

In requesting the above leave, I agree to conform to the provisions of applicable regulations of the Irvine Unified School District. I understand that failure to notify Human Resources of my intentions to return to work on or before 90 days prior to termination of my leave will be considered a resignation unless advance arrangements for extensions are made (see reverse side--Dates).

Note: Working fewer than 75% of the days in any school year will result in loss of service credit for salary schedule advancement.

Signature _____ Date _____

Recommendation: Approval _____ Disapproval _____
 Date _____ Principal/Department Head _____
 Date _____ Human Resources Administrator _____
 Date _____ Board of Education _____

CERTIFICATED LEAVES OF ABSENCE

GUIDELINES:

- * Leaves of absence shall be limited to tenured teachers with the following exceptions: sick leave, court summons leave, jury leave, maternity leave, bereavement leave, industrial accident and illness leave (Article 19.1.5).
- * An Application for Leave of Absence must be submitted to Human Resources prior to the leave and according to the timelines specified below (Article 19.1).
- * Personal, child care, medical, and sabbatical leaves are available for a maximum of one year each, regardless of the percent of the leave. Tenured teachers shall be eligible for a maximum of two years of leave in any four school years (Article 19.1.6).
- * It shall be the responsibility of employees on leave to notify the Human Resources office in writing of their intention to return from leave to regular employment. Such notice must be received on or before April 1 for those on a year's leave and on or before December 15 for those on a first semester leave. Failure to notify shall result in voiding of the leave. Employees on partial leave shall have their contracts reduced to the current level; employees on full (100%) leave shall be terminated at the end of the authorized leave period (Article 19.1.3).

DATES:

- * Requests for leave of absence must be submitted to Human Resources on or before July 1 for leaves for the first semester or for leaves for the full year. Requests for leaves for second semester must be received on or before December 1 (Article 19.1.1).
- * Notification of intent to return from leave to a regular position must be received in writing by Human Resources on or before April 1 for employees on year's leaves of absence and on or before December 15 for employees on leave for the first semester (Article 19.1.3).

DEFINITIONS:

SICK LEAVE. Employees are entitled to 10 days of leave per year for personal illness during the school year. Unused sick leave shall be carried forward to the succeeding year and shall be accumulated. An employee who uses 5 or fewer days of sick leave during a school year shall be entitled to 11 days of sick leave the following year. Employees with less than a 100% contract shall have sick leave prorated to reflect the percentage of their contract (Article 19.2).
For Extended Sick Leave see Article 19.3.

MATERNITY LEAVE. Maternity leave will be provided in accordance with current law. Length of the leave is based on the recommendation of the physician in charge. The typical standards are 6 weeks for regular delivery and 8 weeks for Cesarean. Maternity leave is covered first by accumulated sick leave and by "differential" for the balance of the leave. Leave covered by accumulated days is at full pay; differential pay is your salary less the cost of a substitute or 50% whichever is greater. Additional information on maternity leave is available from Human Resources.

ADOPTIONS LEAVE. Provided sick leave is available, an employee who adopts a child will be granted the use of his/her sick leave (not differential) at the time of the adoption to a maximum of 15 days. Such leave shall be allowed at the time of adoption for one parent in the event that both parents are employees of the District.

SABBATICAL LEAVE. The District may grant a sabbatical leave to an employee who has served the District for seven consecutive years. Such leaves must be "cost neutral" to the District. A teacher on sabbatical leave shall receive 50% of the full salary for the period of the leave. Applications for sabbatical leave are available from Human Resources and must accompany the Request for Leave. Sabbatical leaves must be for the purpose of professional improvement and the development of concepts and materials which will benefit the District curriculum. The following types of sabbatical leave may achieve this purpose: academic study leave, independent research leave, travel leave, or a combination travel/study leave. Applications for sabbatical leave must be received on or before April 1 of the year preceding the year of the requested leave (Article 19.7).

BEREAVEMENT LEAVE. Employees are entitled to 3 days of bereavement leave (5 days if extensive travel is required) for the death of any member of their immediate family. Such leave is with pay (Article 19.8).

INDUSTRIAL ACCIDENT/ILLNESS LEAVE. Employees shall be provided leave of absence for industrial accident or illness pursuant to Education Code 44984 and the provisions of Article 19.9.

PERSONAL NECESSITY LEAVE. Employees may use not more than 7 days of sick leave during any one school year for allowable personal necessity as defined in Article 19.10 and Board Policy 4163.

COURT SUMMONS/JURY LEAVE. Employees shall be granted leave with pay if called in a manner prescribed by law to serve as a witness in Court other than as a litigant or to serve as a juror. The employee shall sign over to the District any fees received for such service except for travel allowance (Article 19.11 and 19.12; Board Policy 4162).

FAMILY MEDICAL LEAVE may run concurrently with other approved leaves and will be provided according to current Federal and State laws. Any individual employed by IUSD for one year who has worked 1,250 hours in the current or preceding year is eligible for Family Medical Leave (FML). The law provides eligible employees the right to take up to twelve weeks of unpaid family/medical leave per year when there are valid reasons for which the leave is requested. Contact Personnel for a copy of current guidelines.

OTHER LEAVES. The District may grant non-paid leaves of absence to tenured certificated employees for exchange teaching, fellowships or scholarships, suitable activities that will lead to professional improvement, reasons of health, for compelling family matters or for employer-recommended course of study.

APPENDIX F

Surplus Situation, 7-12

Example:

Department with Surplus _____

No. Of Surplus Positions _____ F.T.E.

	Seniority		
Teachers	Date	Credential	Total

Exemptions:

Teachers	Rationale

Teachers to be Transferred:

Ref:

Article 8.6.2

Neg. Agreement ITA/IUSD

**IRVINE UNIFIED SCHOOL DISTRICT
BENEFITS MANAGEMENT BOARD (BMB)
GUIDELINES**

- A. The charge of the IUSD Benefits Management Board (BMB) is to:
- Design, manage and monitor the employee health benefits package
 - Receive and review monthly reports of benefits usage, to be provided by the District consultant
 - Receive an annual actuarial study prior to April 15th of each year (District administration's responsibility)
 - Receive and provide input to/from the respective associations regarding program changes, modifications, and/or contribution amounts for the upcoming year
 - Recommend contribution rates for the District
 - Set contribution rates for family coverage
 - Set contribution rates for employees
 - Make plan modifications
 - Allocate excess funds from the insurance reserve to offset increased costs, so long as the remaining reserve balance is sufficient to cover three (3) months of expenditure reserves
 - The District is responsible for the daily administration of the benefits program
- B. The BMB shall include representation from all District employee groups. The composition of the BMB shall be:
- Irvine Teachers Association (ITA) - 4 representatives
 - Classified School Employees Association (CSEA) - 3 representatives
 - Irvine Administrators Association (IAA) - 1 representative
 - Administrative Assistants to the Principals (IAAP) - 1 representative
 - Irvine Supervisory Association (ISA) - 1 representative

The District shall be represented by the IUSD Deputy Superintendent/CFO Designees.

- C. The annual actuarial study shall:
- Be received prior to April 15 of each year
 - Serve as the basis for BMB recommendations for plan changes, modifications and/or recommendations for contribution amounts for the upcoming year
- D. The BMB Decision-Making process, as it relates to plan changes and modifications, shall be:
- (1) Consensus; if consensus cannot be reached, section (2) applies.
 - (2) If consensus is not reached the following is an example of the weighted vote for employee groups.

Example

The voting structure is weighted with each employee group maintaining a percentage of the weighted vote. For example, if ITA represents 1,400 employees out of a total of 1,900 employees, their voting weight would be 74 percent; if CSEA had 400 of these same 1,900 employees, they would have approximately 21 percentage weight in the voting, etc.

- (3) The total employee representation group shall have one vote and the District shall have one vote.

E. BMB Meetings

BMB meetings will take place a minimum of once a quarter, with financial statements forwarded to BMB members on a monthly basis. If additional meetings are necessary, this can occur at the request of any BMB group.

NOTE: Per BMB direction, the following group convened on 9/4/02 to develop the BMB Guidelines:

Steve Garretson - ITA, Terry Walker - ITA, Janelle Cranch - CSEA, Isaac Indich - CSEA, Vern Medeiros - District (Revised: 9-23-02)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Irvine Unified School District ("District") and the Irvine Teachers Association ("Association").

RECITALS

1) The Irvine Unified School District Virtual Academy ("IVA") was established to provide, among other things, remote instructional services to students during the 2020-2021 school year. The IVA was provided as a fully virtual learning environment for students, and as a fully on-line work environment for staff, in response to the COVID-19 pandemic.

2) The District and Association have various disputes regarding the applicability of provisions of the Collective Bargaining Agreement ("CBA") to the IVA.

3) The parties desire to resolve such disputes for both the current year and subsequent years based upon the terms and conditions set forth in this MOU.

WHEREFORE, the parties agree as provided herein.

I. The provisions set forth under this Section shall apply to the IVA for the 2020-2021 school year.

A. The grade level limits/averages set forth in section 10.4.1 of the CBA shall apply to IVA class sizes TK – 12 for the 2020-2021 school year.

B. IVA teachers in grades TK-6 shall receive cash compensation for classes that exceed the limits set forth above according to the following formula: the number of days that class sizes exceed such limits minus 14 work days x \$19.91 (excess student \$ amount) x 0.60 per trimester; for example, 1 x (60-14) x \$19.91 x 0.60.

C. IVA teachers in grades 7-12 shall receive cash compensation for classes that exceed the limits set forth above according to the following formula: the number of days that class sizes exceed such limits minus 14 work days x \$3.32 (excess student \$ amount) x 0.60 per semester; for example, 1 x (90-14) x \$3.32 x 0.60.

D. The release days provided in paragraphs 10.9 and 10.10 shall apply to IVA teachers during the 2020-2021 school year.

E. The foregoing provisions fully and finally resolve all class size issues arising during the 2020-2021 school year related to the IVA.

II. The provisions set forth under this Section shall apply to the IVA commencing with the 2021-2022 school year.

A. IVA class size limits by grade level commencing with the 2021-2022 school year shall be as follows:

K-3 33

4-6 35

7-12 193 (for middle school teachers on a 5-period work day (1.0 FTE = 5 periods) the number shall be 190)

B. The District shall have 14 days to bring IVA classes into compliance with the limits set forth above after which the compensation formulas set forth below shall apply to provide cash compensation to IVA teachers.

C. The formula for calculating cash compensation for elementary IVA teachers shall be the number of days that class sizes exceed such limits minus 14 work days x \$19.91 (excess student \$ amount) x 0.60 per trimester; for example, $1 \times (60-14) \times \19.91×0.60 .

D. The formula for calculating cash compensation for secondary IVA teachers shall be the number of days that class sizes exceed such limits minus 14 work days x \$3.32 (excess student \$ amount) x 0.60 per semester; for example, for example, $1 \times (90-14) \times \3.32×0.60 .

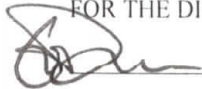
E. Paragraphs 10.9 and 10.10 shall apply to IVA teachers.

F. This MOU shall be incorporated into the Collective Bargaining Agreement as an Appendix and the provisions of Section II of this MOU shall continue to apply to the IVA until the parties negotiate any changes.

G. The District and Association bargaining teams will meet prior to the end of the 2021-2022 school year to review the operations of the IVA and negotiate proposed changes, if any, to mandatory subjects of bargaining including class sizes.

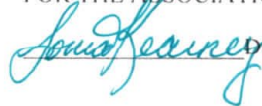
III. This MOU is subject to ratification by the Governing Board of the District and the membership of the Association.

FOR THE DISTRICT:



Dated: 2/23/2021

FOR THE ASSOCIATION:



Dated: 2/23/2021

