



AGREEMENT

between

THE IRVINE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

and

THE IRVINE SUPERVISORY ASSOCIATION

Effective July 1, 2016 to June 30, 2017



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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 ("Employer") and the Irvine Supervisory Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 This Agreement shall remain in full force and effect from July 1, 2012 to June 30, 2013. Salary and benefits for the 2014-15 school years will be reopened for discussion.

ARTICLE 2 - PURPOSE OF AGREEMENT

- 2.1 It is the purpose of this Agreement to promote more effective and efficient educational support programs. Management and supervisory employees fully accept and value the public interest in education and recognize that the welfare of employees depends upon the successful operation of the entire District.
- 2.2 Apart from this Agreement, there will be an opportunity for employee management consultations and information sharing for those employees who want to participate more fully in the development of an outstanding school district. The Employer shall involve supervisors in the management decision-making process as it relates to educational objectives affecting support programs, personnel policies and job functions. Consultation is defined as any dialogue, either oral or written, between management and the Association on specific issues. Consultation does not involve joint decision-making, and the consulting process need not necessarily result in agreement between management and representatives of the Association. Meaningful consultations should, however, result in careful definition of the matter or problems at issue, and result in an objective exploration and consideration of the Association and Employer views and suggestions thereon.

ARTICLE 3 - RECOGNITION AND ASSOCIATION RIGHTS

3.1 Recognition

- 3.1.1 The District recognizes the Association as the exclusive representative for that unit of employees certified by Regulation 30022 of the Education Employment Relations Board and approved by the Employer on June 30, 1976.
- 3.1.2 "Supervisor" shall be defined as a classified employee designated by the Employer to evaluate work performance of other classified employees, to manage assigned job functions, to recommend hiring and termination of classified employees, and to consult in the decision-making process.

3.2 Association Rights

- 3.2.1 The Employer 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.
- 3.2.2 The Association and its representatives may use school facilities at reasonable hours provided that this shall not interfere with the work schedule or interrupt other normal school activities. The site manager may designate a suitable and adequate place if there would be a conflict with other scheduled activities.
- 3.2.3 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times outside the normal work day, provided that this shall not interfere with the employees' work schedules or interrupt other normal school facility use.
- 3.2.4 The Employer may permit the Association to use school equipment under the usual building use policies, as long as it does not interfere with the regular operation of school programs.
- 3.2.5 The Association shall have the right as a recognized supervisory employee organization to post notices of activities and matters of Association concern and other communications to employees on designated employee bulletin boards. The site administrator shall designate at least a portion of one bulletin board in each location for this purpose. The Association may use the Employer's inter-school mail services and employee mail boxes for communications to its members. All communications shall have proper identification of the Association. Except for the Association's elections, political campaign literature shall not be posted on school bulletin boards or distributed through school mails by the Association or any of its members, nor shall school facilities or equipment be used in any manner for

political purposes by the Association. This shall apply to both buildings and the central offices and to persons working where regular mail boxes do not exist.

- 3.2.6 The Employer agrees to furnish the Association, on written request, information concerning the financial resources of the District, as that information bears on the negotiation process. Nothing contained in the above shall be construed to require that the Employer provide such information in any form other than it would normally be provided by the Employer.
- 3.2.7 The Employer will make provisions for payroll deductions of the Association's dues.
- 3.2.8 Any employee who is a member of the Association as of the effective date of this Agreement or who joins the Association during the term of this Agreement will retain membership status for the duration of this Agreement unless terminated.
- 3.2.9 The Association shall indemnify and hold the Employer harmless from any and all claims, demands, or suits or any other action arising from the organizational security provisions contained herein.
- 3.2.10 The District agrees to consult with the Supervisors before bargaining with CSEA on issues which have implications for the individual Supervisors. When changes occur which will impact on the Supervisors' responsibility, the District will review the changes with the Supervisors.

ARTICLE 4 - MANAGEMENT RIGHTS AND EMPLOYER POWERS

- 4.1 It is understood and agreed that the Employer 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 applicable laws and District regulations to direct the work of employees; determine the method, means and services to be provided, establish the educational support philosophy and the goals and objectives of the District, school and/or other activity; insure the rights and/or educational opportunities of students, managers and Board of Education members; determine the staffing patterns; determine the curriculum; build, move or modify the facilities; develop a budget and implement budget procedures; determine the methods of raising revenue, and contract out work. In addition, the Employer retains the right to hire, assign, evaluate, promote, terminate, and discipline employees and to take action on any matter in the event of an emergency. The Employer reserves the exclusive right to determine an emergency condition.
- 4.2 The Employer reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties, and responsibilities, including but not limited to the adoption of policies, of judgment, and of discretion in connection therewith, and shall be limited only by the specific and express terms of the Agreement.
- 4.3 The Employer will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to this article. The Employer further reserves the exclusive right to relieve employees from duties because of lack of work, lack of funds and/or just cause; to maintain the efficiency of district operations; to determine the methods, means and personnel by which such operations are to be conducted. No obligations exist, as indicated, to negotiate with the Association with respect to such areas of discretion and policy as to the goals of the District and/or schools and activities, its budget, its organization, the total number of employees; the numbers, types and grades of positions, or employees assigned to an organizational unit, work project or assignment; the technology of performing its work; or its internal security practices. Consultation on such matters, where appropriate, may occur.

ARTICLE 5 - EVALUATION PROCEDURES

- 5.1 The evaluation and assessment program shall be a comprehensive one based upon District goals and objectives as adopted by the Board of Education as they relate to the employee's job description.
- 5.2 Goals and objectives are set by the Employer. Each person evaluated shall have the opportunity to participate in the setting of the objectives and standards of performance in light of which he/she will be assessed. In the event the evaluatee wishes to appeal the objectives, a panel consisting of one member appointed by the Employer, one member appointed by the Association, and one mutually agreed-upon member shall finally resolve the goals and objectives.
- 5.3 Evaluation and assessment of the competence of supervisory personnel shall be based upon observable, measurable behavior to include, but not limited to consideration of: (1) performance of function and, (2) performance of supervisory duties normally required. Standards of expected job performance of each specified related area shall be determined by the employee's goals and objectives, and shall be the basis for constructive improvement of competencies. Data to facilitate such evaluations shall be secured through a number of procedures including, but not limited to: observations, specific job tasks, judgments, responsibilities, and situational variables. No single criterion shall be the sole basis for evaluation.
- 5.4 Evaluations shall be made by the Employee's immediate manager and shall be reviewed by the Superintendent and/or his designee.
- 5.5 When an employee has responsibilities in two or more areas, the manager of each of these areas will provide information relating to the evaluation. However, one person shall be designated as the evaluator with responsibility for making the summary assessment report in writing and submitting a copy thereof to the employee evaluated. The designated evaluator shall be the manager of the area in which the employee has the greater assignment. In the case of assignments which are equally split, the employee may recommend an evaluator to the Human Resources Administrator. The Human Resources Administrator shall designate the employee's evaluator.
- 5.6 Evaluation shall be continual with frequent communication between evaluator and evaluatee.
 - 5.6.1 No later than October of each fiscal year the evaluator and supervisory employee shall meet and discuss the elements upon which evaluation is to be based.
 - 5.6.2 No later than January 1 of each fiscal year, the evaluator shall review the employee's progress toward attainment of his/her goals and objectives. If the evaluator notes unsatisfactory progress in any area, a conference with the employee shall be held during January. Comments on such unsatisfactory progress shall be

noted on the employee's evaluation form and both evaluator and employee shall sign and date it.

- 5.6.3 No later than June 1 of each fiscal year the evaluator and employee shall meet for a final evaluation conference. The completed evaluation form shall be shown to and discussed with the employee being evaluated. Both parties shall sign the report and each may write any comments deemed necessary.
 - 5.6.4 After any evaluation conference, the employee shall have ten working days following the conference to submit a written response. Upon receipt, the evaluator shall place such response in the employee's file, attaching it to the evaluation.
 - 5.6.5 No supervisory employee shall be held accountable for any aspect of programs over which he has no authority or ability to correct deficiencies.
- 5.7 Written evaluations and the summary assessment report of supervisory employees shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement. Subsequently, one or more conferences and/or observations shall be held with the employee to assist him in correcting deficiencies previously noted. The supervisory employee's evaluator shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendations. A record of such conferences shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to him. The evaluator shall not base his evaluation of a supervisory employee on any information which was not collected either through direct observation or other valid verification of such employee. Statements unsupported by reliable evidence shall be excluded from written evaluations.
- 5.8 Written evaluations and assessments shall be transmitted to the employee by the end of the fiscal year.
- 5.9 Employee personnel files will be maintained in accordance with Education Code Section 44031.
- 5.10 Time of Evaluation
- 5.10.1 Probationary supervisory employees shall be evaluated at the end of the second and fifth months of employment.
 - 5.10.2 Permanent supervisory employees shall be evaluated at least once each year. The Employer shall provide the necessary evaluation forms.

5.10.3 A person who has served an initial probationary period in a class not to exceed six (6) months or 130 days of paid service, whichever is longer, shall be deemed to be a permanent supervisory employee.

5.11 Employee Evaluation Complaints

5.11.1 Employees who have a complaint about the evaluation shall seek satisfaction at the first step possible through normal channels in the following sequence:

5.11.1.1 Immediate manager

5.11.1.2 Related Administrator - school or district

5.11.1.3 Employee Relations Representative

5.11.1.4 Superintendent

5.11.1.5 Governing Board

ARTICLE 6 - WORKING CONDITIONS

- 6.1 The standard work week of full time supervisory employees shall be forty hours, exclusive of lunch breaks. Supervisors recognize their responsibilities to their support functions outside the normal work week insofar as such work demands are reasonable and infrequent. Increased workload and/or responsibility shall not be deemed as part of the normal workweek if such demands consistently exceed an 8-hour day/40-hour work week.
- 6.2 Overtime shall be defined as situations when the supervisor is directed by the Employer to manage overtime employees and/or to perform increased workloads or responsibilities. Overtime is compensated by salary compensation or compensatory time off at a rate of at least equal to time-and-one-half of the Supervisor's per diem/hourly rate, as determined mutually by the Employer and Supervisor.
- 6.3 Employer-directed assignments, which are in addition to a Supervisor's stipulated job function, shall be considered changes in responsibility and compensated by movement in the Compensation Range for the duration of the assignment. The assumption of an additional assignment by the employee shall be mutually agreeable to the Employer and the employee.
- 6.4 Required Employer uniforms for custodial, grounds, and maintenance supervisors will be provided by the Employer. Replacement cost for lost uniforms will be borne by the employee.
- 6.5 The Employer shall provide professional growth opportunities to members of the Association at the request of the employee's immediate manager and/or the Association as approved by the Employer. All proposed course work must be work-related and submitted for approval by the Supervisor's manager and the Human Resources Administrator on the Employer forms prior to enrollment. The District agrees to \$750 per fiscal year allowance for tuition, fees, books and related expenditures, unless specifically authorized by the District.

ARTICLE 7 - COMPENSATION AND RELATED BENEFITS

- 7.1 The level of compensation will generally reflect market conditions and the availability of qualified personnel.
- 7.2 Effective July 1, 2016, the salary schedule shall be increased by 3.7%. In addition, there shall be a one-time 1.2% off-schedule payment, based on the 2016-17 salary schedule.
- 7.3 Upon employment, employees shall be placed within the salary range by the employer. In establishing placement, the Employer may recognize a maximum of two years of similar or related experience.
- 7.4 Salary Placement
- 7.4.1 An eligible permanent employee shall move one step on the salary schedule at the beginning of each fiscal year.
- 7.4.2 Effective July 1, 1983, those employees off the salary schedule as result of changing the salary system shall continue to be eligible for the general increases agreed to by the District and the Association.
- 7.4.3 When an employee is moved to a higher range, an increase in responsibility will be recognized by placing the individual at an equivalent percentage position within the new salary range.
- 7.4.4 When an employee is moved to a lower range, he/she shall be placed at that salary which is closest to and below the one he had been receiving in the higher range.
- 7.5 New supervisors whose hire date is January 1, or after, shall not be eligible for step movement until the beginning of the succeeding fiscal year.
- 7.6 Hire Date
- 7.6.1 If an employee starts work between the first and the fifteenth day of a month, then the first of that month shall be considered to be his/her hire date. If an employee starts work after the fifteenth day of the month, his/her hire date shall be considered as being the first day of the following month.
- 7.6.2 A supervisory employee who has served an initial probationary period in a class not to exceed six (6) months or 130 days of paid service, whichever is longer, shall have permanent status as a supervisory employee.
- 7.7 New Supervisors whose hire date is January 1, or after, shall not be eligible for step movement until the beginning of the succeeding fiscal year.

7.8 Anniversary Increment

- 7.8.1 Effective July 1, 2016, Supervisory employees shall be granted \$50.76 per month beginning after six full years of service as a permanent classified employee and continuing each year until reaching a cumulative maximum of \$609.12 per month (twelve increments). Anniversary increments shall be prorated on the basis of hours worked in relation to full time; for example, four hours of work would be 4/8 (50%) entitlement to the anniversary increment.

To increase to longevity also includes the equivalent of a 0.5% increase to total compensation based on the 2015-16 salary schedule.

The increase to longevity pay for additional or overtime hours beyond the regular assignment for monthly supervisory employees will commence on December 1, 2016, that was Board approved on November 15, 2016 of the Memorandum of Understanding (MOU).

ARTICLE 8 - HEALTH AND WELFARE BENEFITS

- 8.1 The Employer reserves the right, after consultation with the Association, to determine health and welfare benefits. This shall include, but not be limited to, insurance carrier, administrator, plan design, and benefit level.
- 8.1.1 Only those employees consistently having a work assignment of twenty (20) hours per week or more qualify for fringe benefits.
- 8.1.2 The Employer will provide the employee the option of participation in medical, dental, life, disability, vision care insurance, and a group basic and voluntary life insurance policy as defined by the BMB (Benefits Management Board). Employees may opt for medical, dental, and life insurance for their dependents.
- 8.1.3 The Irvine Supervisory Association shall have one representative on the Benefits Management Board (BMB).
- 8.1.4 Supervisors hired into the bargaining unit prior to September 30, 2002, participated in the Irvine Benefit Option Plan (IBOP). However, once election of coverage under the district's health, dental and vision plans is made, participation in the IBOP program is forfeited.
- 8.1.5 Employees who are absent because of long-term illness and who have exhausted their accumulated paid leaves shall continue to receive insurance coverage as specified in this section for that period of illness not to exceed twelve (12) months following exhaustion of said leave.
- 8.1.6 An employee, on Employer-approved unpaid leave of absence, shall have the option, at the employee's own expense, to continue to receive employee benefits, as specified in this section, for the period of approved leave.
- 8.1.7 Should a Supervisor's employment terminate, the Employer shall extend the insurance coverage as specified by Federal Law (COBRA) at the Employer's expense for the time mandated by the Law.
- 8.1.8 The Employer shall maintain employee benefits granted by this section for a 60-day period for employees laid off due to lack of work or lack of funding.

ARTICLE 9 - ABSENCES AND LEAVES

9.1 General procedures for implementing absences and leaves procedures follow:

- 9.1.1 It is the responsibility of each employee to report each period of absence as prescribed by the Employer and to complete the appropriate Employer forms.
- 9.1.2 Employees must maintain an accounting of authorized time for absence or leave. Upon request of the employee, the Employer will provide notification when leave time or accumulated absence has been used. This notification will generally be made to Human Resources the first week in October, or as soon as possible thereafter, and will be itemized as to type of leave remaining.
- 9.1.3 It shall be the responsibility of an employee on leave to notify the Human Resources Department no less than ninety days before they are scheduled to return, of their intention of returning or not returning from a leave of absence to regular district employment.

Unless the Human Resources Department receives this notice no less than ninety days before the scheduled return, the leave of absence shall be considered VOID, and Employer contractual commitments to the employee no longer exist.

- 9.1.4 Upon returning from extended leave, if an opening exists, employees will be reassigned to a position similar to that held prior to the leave.

9.2 Sick Leaves

- 9.2.1 Each employee shall be entitled to one day a month leave of absence for illness during the year. Employees working less than 12 months a year and/or 8 hours a day shall have their sick leave prorated respectively.
- 9.2.2 When employees are absent from their duties because of illness, and they have exhausted all available and accumulated sick leave, the employee shall be eligible for 100 days plus their annual sick leave allocation inclusive of all days used. For this additional sick leave, the District will compensate the employee at not less than fifty percent (50%) of the eligible employee's regular salary (reference Education Code #45196). Extended leave must be on the basis of a recognized medical doctor's statement.

9.3 Maternity Leave

- 9.3.1 Maternity leave will be provided in accordance with state law including the use of accumulated sick days. A physician's statement of expected date of confinement

shall be submitted to Human Resources no later than the fourth month of pregnancy. Normal pregnancy shall not be considered a disability and will not invoke disability leave provisions.

9.4 Military Leave

9.4.1 Military leave will be granted to those eligible.

9.5 Bereavement Leave

9.5.1 All employees 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 Employer will allow. No deduction shall be made from the salary of such employee for such authorized leave of absence. "Member of the immediate family" as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse, the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee. A person standing in loco parentis will be considered as a member of the immediate family.

9.6 Holidays

9.6.1 Employees are entitled to holidays as annually provided by law and designated by the Employer with the consultation of the Association.

9.7 Vacations

9.7.1 A vacation with pay will be granted to employees who continue with the Employer beyond the probationary period. Vacation shall be reduced by one day at the end of Year 3 and by one additional day at the end of Year 7 on going, beginning with the 2015-16 school year. Vacation shall also be reduced by one additional day at the end of Year 10 and by one additional day at the end of Year 12 for the 2015-16 school year only. Twelve-month employees will be awarded vacation according to the following schedule:

Completed Years of Service	Column A # of Vacation Days 2014-15	Column B # of Vacation Days 2015-16	Column C # of Vacation Days 2016-17
0 (inc. probation)	12	12	12
1	12	12	12
2	14	14	14
3	16	15	15
4	18	17	17
7	21	19	19
10	22	19	20
12	23	19	21
14	24	20	22
15	25	21	23

- 9.7.2 Vacations will be taken as mutually agreed upon by the employee and the immediate manager. In instances where it is difficult for employees to utilize their vacation days because of employer convenience, a supervisor may, with employer approval, be paid for up to five (5) days per year.
- 9.7.3 Employees who resign or are terminated prior to six months of employment are not entitled to vacation allowance.
- 9.7.4 In the event of the termination or retirement of a permanent employee, vacation allowances accumulated under this policy will be paid in a lump sum with the last regular salary warrant. Employees who are unable to take their entire vacation due to Employer needs and direction will be compensated for unused vacation time.
- 9.7.5 Vacation time shall normally be used prior to September 1 of the year following the year in which it was earned.
- 9.7.6 The Employer may grant leaves of absence, not to exceed one school year, to employees for reasons including, but not limited to, those which will lead to adoption of children, child-rearing, for reasons of health, for compelling family matters, or for Employer-recommended courses of study. Whenever possible, the employee shall file written application at least sixty days prior to the effective date of such absence.

ARTICLE 10 - RETIREMENT

10.1 Early Retirement

- 10.1.1 The employer shall provide employee only, the District medical, dental, and vision insurance for an employee retiring after his/her 55th birthday, until the employee meets minimum age eligibility of Medicare or Medi-Cal.
- 10.1.2 Those employees who have fulfilled the requirements stated in 10.1.1 shall have served a minimum of ten (10) consecutive years with the District prior to retirement.
- 10.1.3 For those employees participating in IBOP and not electing insurance coverage, they will be allowed to participate in the benefit program provided that they make their election at the time of their retirement. Such retirement benefits election will be in force until the employee reaches the age of 65 or until the employee is covered by Medicare, whichever comes earlier.
- 10.1.4 The District shall offer a unit member upon retirement a recognition stipend of \$5,000. The recognition shall be offered to a unit member who has served a minimum of fifteen (15) full time or equivalent years (last five (5) years to be consecutive) in the unit.

ARTICLE 11 - GRIEVANCE RESOLUTION PROCEDURE

11.1 Definitions

- 11.1.1 "Grievance" is a difference of opinion regarding an application of this Agreement. Other matters for which a specific method of review is provided by law, by the rules and regulations, if any, of the Employer or by the administrative regulations and procedures of the employer are not within the scope of this procedure.
- 11.1.2 A "grievant" may be any supervisory employee of the Employer covered by the terms of this Agreement.
- 11.1.3 A "day" is any day in which the central administrative office of a school and/or school district, as applicable is open for business.
- 11.1.4 The "immediate manager" is the lowest level manager having immediate jurisdiction over the grievant.

11.2 Informal Level

- 11.2.1 Before filing a formal grievance, the grievant will attempt to resolve it by an informal conference with his immediate manager.

11.3 Formal Level

11.3.1 Level I

Within no less than three (3) days (or more than ten (10) days) after the receipt of the grievance, the grievant will present his grievance in writing on the appropriate form to his immediate supervisor. This written statement shall be a clear, concise wording of the facts, the circumstances involved, the decision rendered at the informal conferences, and the specific remedy sought. The immediate supervisor shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits either party may request a personal conference.

11.3.2 Level II

In the event the grievant is not satisfied with the decision at Level I, he may appeal the decision on the appropriate form to the Human Resources Administrator (or designee) within ten (10) days after receipt of the decision. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise

statement of the reasons for the appeal. The Human Resources Administrator (or designee) shall communicate his decision within ten (10) days after receiving the appeal. Either the grievant or the Human Resources Administrator (or designee) may request a personal conference within the above time limits. If the Human Resources Administrator (or designee) does not respond within the time limits, the grievant may appeal to the next level.

11.3.3 Level III

If the grievant is not satisfied with the decision at Level II, he may within ten (10) days appeal the decision on the appropriate form to the Superintendent. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent shall communicate his decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

11.3.4 Level IV

In the event the grievant is not satisfied with the decision reached in Level III, he may appeal the decision in writing within ten (10) days to the Board of Education. The Board of Education will render a final decision. Upon review of the facts, if the Board of Education determines that it is unable to render a final determination on the record, the Board of Education will request written transcripts of all steps and recommendations given to date on the matter and take additional evidence as the Board of Education determines is necessary. Within thirty (30) days the Board of Education will state its decision in writing.

ARTICLE 12 - TERMINATION

12.1 Termination Procedures Involving Unsatisfactory Performance of Duties

12.1.1 Probationary employees may be terminated upon recommendation of the manager within the six-month probationary period.

12.1.2 Steps to termination of permanent supervisory employees:

12.1.2.1 The immediate manager notifies the employee of a pattern of unsatisfactory work.

12.1.2.2 The immediate manager will endeavor to assist the employee to improve.

12.1.2.3 A special evaluation declaring unsatisfactory performance will be submitted by the immediate manager to the Human Resources Administrator. The evaluation will be discussed with the employee by the evaluator and the Human Resources Administrator or his designee. The purpose of this interview is to indicate the areas where the employee is unsatisfactory, and to endeavor to assist the employee to improve.

12.1.2.4 Another special evaluation will be submitted at the end of twenty (20) working days.

12.1.2.5 At the end of this twenty-day period, if sufficient improvement is not shown, the immediate manager shall recommend dismissal.

12.2 Procedures for Layoff of Employees

12.2.1 If under unusual and/or emergency circumstances, i.e., budget reductions, the District reduces staff, the following steps will be taken to determine employees who will retain employment in the District.

12.2.1.1 Employees will be laid off in the various classifications in the following order:

12.2.1.1.1 Temporary

12.2.1.1.2 Probationary

In the case of probationary employees, merit, as

determined by the immediate manager, shall be the determining factor.

12.2.1.1.3 Permanent

In the case of permanent employees, seniority within a given classification shall be the determining factor.

12.2.1.2 When there is a reduction or elimination of a service, including specially funded programs, affected employees shall be given notice of layoff not less than thirty days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights. Employees will be notified in writing, by certified or registered mail.

12.3 Hearing and Appeal Procedures for Suspension, Demotion, or Termination

12.3.1 Any employee who is suspended, demoted, or terminated from a position shall be given immediate notice in writing of the cause therefore. The notice shall be delivered to him in person or by registered mail.

12.3.2 Within fifteen (15) days from the effective date of the action, the employee may make a request for a hearing and shall be given a minimum of fifteen (15) days notification of the date of such hearing. The hearing shall be conducted by the Employer. Within ten (10) days after the conclusion of the hearing, the Employer decision to sustain or deny the appeal shall be given. The Employer decision is final.

ARTICLE 13 - SAVINGS PROVISION

- 13.1. If any provision of this Agreement is held to be contrary to law by a court of appropriate jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

ARTICLE 14 - SUPPORT OF AGREEMENT

- 14.1 It is agreed that the Supervisory Association and the Employer will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the Employer and the Association.

ARTICLE 15 - CONCERTED ACTIVITIES

- 15.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its members or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage of any nature whatsoever during the life of this Agreement for disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, under EERA, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof, the Association and its officers will do everything reasonable within their power to end or avert the same.
- 15.2 Any employee authorizing, engaging in encouraging, sanctioning, recognizing, or assisting any strike, slowdown, picketing, sympathy strike, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination. The District reserves the right selectively to discipline employees hereunder.

ARTICLE 16 - COMPLETION OF MEET AND NEGOTIATE

- 16.1 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 employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.
- 16.2 The Association acknowledges that during the negotiations which resulted in this Agreement, it 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 and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

December 10, 2007
Date

December 10, 2007
Date

(Terry Walker)
Board Representative
IRVINE UNIFIED SCHOOL DISTRICT
Employer

(Bruce Monroe)
Association Representative
IRVINE SUPERVISORY ASSOCIATION
Association

**Supervisory Salary Schedule
2015-16**

4% effective 7/1/15

RANGE	STEP					
	1	2	3	4	5	6
1	\$3,443.38	\$3,598.33	\$3,760.25	\$3,929.46	\$4,106.29	\$4,291.07
2	\$3,529.46	\$3,688.29	\$3,854.26	\$4,027.70	\$4,208.95	\$4,398.35
3	\$3,617.70	\$3,780.50	\$3,950.62	\$4,128.39	\$4,314.17	\$4,508.31
4	\$3,708.14	\$3,875.01	\$4,049.39	\$4,231.60	\$4,422.02	\$4,621.02
5	\$3,800.84	\$3,971.89	\$4,150.62	\$4,337.39	\$4,532.57	\$4,736.55
6	\$3,895.86	\$4,071.19	\$4,254.39	\$4,445.82	\$4,645.88	\$4,854.96
7	\$3,993.26	\$4,172.97	\$4,360.75	\$4,556.97	\$4,762.03	\$4,976.33
8	\$4,093.09	\$4,277.29	\$4,469.77	\$4,670.89	\$4,881.08	\$5,100.74
9	\$4,195.42	\$4,384.22	\$4,581.51	\$4,787.66	\$5,003.11	\$5,228.26
10	\$4,300.31	\$4,493.83	\$4,696.05	\$4,907.35	\$5,128.19	\$5,358.97
11	\$4,407.82	\$4,606.18	\$4,813.45	\$5,030.03	\$5,256.39	\$5,492.94
12	\$4,518.02	\$4,721.33	\$4,933.79	\$5,155.78	\$5,387.80	\$5,630.26
13	\$4,630.97	\$4,839.36	\$5,057.13	\$5,284.67	\$5,522.50	\$5,771.02
14	\$4,746.74	\$4,960.34	\$5,183.56	\$5,416.79	\$5,660.56	\$5,915.30
15	\$4,865.41	\$5,084.35	\$5,313.15	\$5,552.21	\$5,802.07	\$6,063.18
16	\$4,987.05	\$5,211.46	\$5,445.98	\$5,691.02	\$5,947.12	\$6,214.76
17	\$5,111.73	\$5,341.75	\$5,582.13	\$5,833.30	\$6,095.80	\$6,370.13
18	\$5,239.52	\$5,475.29	\$5,721.68	\$5,979.13	\$6,248.20	\$6,529.38
19	\$5,370.51	\$5,612.17	\$5,864.72	\$6,128.61	\$6,404.41	\$6,692.61
20	\$5,504.77	\$5,752.47	\$6,011.34	\$6,281.83	\$6,564.52	\$6,859.93
21	\$5,642.39	\$5,896.28	\$6,161.62	\$6,438.88	\$6,728.63	\$7,031.43
22	\$5,783.45	\$6,043.69	\$6,315.66	\$6,599.85	\$6,896.85	\$7,207.22
23	\$5,928.04	\$6,194.78	\$6,473.55	\$6,764.85	\$7,069.27	\$7,387.40
24	\$6,076.24	\$6,349.65	\$6,635.39	\$6,933.97	\$7,246.00	\$7,572.09
25	\$6,228.15	\$6,508.39	\$6,801.27	\$7,107.32	\$7,427.15	\$7,761.39
26	\$6,383.85	\$6,671.10	\$6,971.30	\$7,285.00	\$7,612.83	\$7,955.42
27	\$6,543.45	\$6,837.88	\$7,145.58	\$7,467.13	\$7,803.15	\$8,154.31
28	\$6,707.04	\$7,008.83	\$7,324.22	\$7,653.81	\$7,998.23	\$8,358.17
29	\$6,874.72	\$7,184.05	\$7,507.33	\$7,845.16	\$8,198.19	\$8,567.12
30	\$7,046.59	\$7,363.65	\$7,695.01	\$8,041.29	\$8,403.14	\$8,781.30
31	\$7,222.75	\$7,547.74	\$7,887.39	\$8,242.32	\$8,613.22	\$9,000.83
32	\$7,403.32	\$7,736.43	\$8,084.57	\$8,448.38	\$8,828.55	\$9,225.85
33	\$7,588.40	\$7,929.84	\$8,286.68	\$8,659.59	\$9,049.26	\$9,456.50
34	\$7,778.11	\$8,128.09	\$8,493.85	\$8,876.08	\$9,275.49	\$9,692.91
35	\$7,972.56	\$8,331.29	\$8,706.20	\$9,097.98	\$9,507.38	\$9,935.23
36	\$8,171.87	\$8,539.57	\$8,923.86	\$9,325.43	\$9,745.06	\$10,183.61
37	\$8,376.17	\$8,753.06	\$9,146.96	\$9,558.57	\$9,988.69	\$10,438.20
38	\$8,585.57	\$8,971.89	\$9,375.63	\$9,797.53	\$10,238.41	\$10,699.16
39	\$8,800.21	\$9,196.19	\$9,610.02	\$10,042.47	\$10,494.37	\$10,966.64
40	\$9,020.22	\$9,426.09	\$9,850.27	\$10,293.53	\$10,756.73	\$11,240.81
41	\$9,245.73	\$9,661.74	\$10,096.53	\$10,550.87	\$11,025.65	\$11,521.83
42	\$9,476.87	\$9,903.28	\$10,348.94	\$10,814.64	\$11,301.29	\$11,809.88
43	\$9,713.79	\$10,150.86	\$10,607.66	\$11,085.01	\$11,583.82	\$12,105.13
44	\$9,956.63	\$10,404.63	\$10,872.85	\$11,362.14	\$11,873.42	\$12,407.76
45	\$10,205.55	\$10,664.75	\$11,144.67	\$11,646.19	\$12,170.26	\$12,717.95
46	\$10,460.69	\$10,931.37	\$11,423.29	\$11,937.34	\$12,474.52	\$13,035.90
47	\$10,722.21	\$11,204.65	\$11,708.87	\$12,235.77	\$12,786.38	\$13,361.80
48	\$10,990.27	\$11,484.77	\$12,001.59	\$12,541.66	\$13,106.04	\$13,695.85
49	\$11,265.03	\$11,771.89	\$12,301.63	\$12,855.20	\$13,433.69	\$14,038.25
50	\$11,546.66	\$12,066.19	\$12,609.17	\$13,176.58	\$13,769.53	\$14,389.21



Longevity: \$40.59 per month beginning after six full years as a permanent classified employee continuing each year until reaching twelve increments (cumulative maximum of \$487.08) per month

Supervisory Roster with Range Designations

Supervisor – Nutrition Services I	Range 3
Supervisor – Nutrition Services II	Range 5
Supervisor – Nutrition Services III	Range 8
Supervisor – Plant	Range 14
Supervisor – Payroll	Range 15
Supervisor – Career Link Grant Programs	Range 21
Supervisor – Custodial	Range 21
Supervisor – Grounds Service	Range 21
Supervisor – Maintenance Planner	Range 21
Supervisor – Safety/Security & Ops Support Services	Range 21
Supervisor – Sustainability	Range 21
Supervisor – Facilities/Purchasing	Range 27
Supervisor – Nutritionist, Nutrition Services	Range 27
Supervisor – Construction Projects	Range 32
Behavior Specialist (formerly Supervisor – Autism)	Range 32

Rev. 06/2015

**Memorandum of Understanding
between the
Irvine Unified School District
and the
Irvine Supervisory Association**

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

RECITALS

The parties desire to enter into this MOU in order to conclude the meet and confer process about compensation and related benefits for the 2014-15 school year.

Wherefore, the parties agree as set forth below.

Article 7 – Compensation and Related Benefits

7.2 The salary schedules (and longevity) shall be increased by ~~2%~~ 4.8% effective July 1, ~~2013~~ 2014. In addition, there shall be a one-time ~~4.7%~~ 1.5% off-schedule payment, based on the ~~2013-14~~ 2014-15 salary schedule, to be paid in one (1) increment by ~~the end of February, 2014, prospectively (not retroactively).~~ This increment will be applied to the pay warrant of those employed by the District on February 1, 2015.

7.8.1 Effective July 1, ~~2013~~ 2014, Supervisory employees shall be granted ~~\$37.24~~ \$39.03 per month beginning after six full years of service as a permanent classified employee and continuing each year until reaching a cumulative maximum of ~~\$448.88~~ \$468.33 per month (twelve increments). Anniversary increments shall be prorated on the basis of hours worked in relation to full time; for example, four hours of work would be 4/8 (50%) entitlement to the anniversary increment.

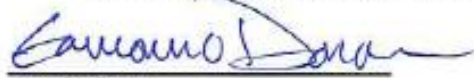
Article 9 – Absences and Leaves

9.7.1 A vacation with pay will be granted to employees who continue with the Employer beyond the probationary period. Vacation shall be reduced by one day at the end of Year 3 and by one additional day at the end of Year 7 on going, beginning with the 2015-16 school year. Vacation shall also be reduced by one additional day at the end of Year 10 and by one additional day at the end of Year 12 for the 2015-16 school year only. Twelve-month employees will be awarded vacation according to the following schedule:

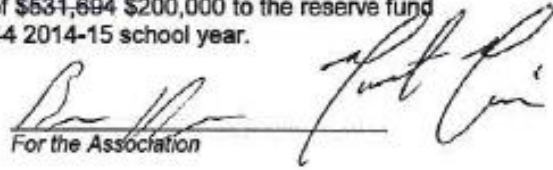
Completed Years of Service	Column A # of Vacation Days 2014-15	Column B # of Vacation Days 2015-16	Column C # of Vacation Days 2016-17
0 (inc. probation)	12	12	12
1	12	12	12
2	14	14	14
3	16	15	15
4	18	17	17
7	21	19	19
10	22	19	20
12	23	19	21
14	24	20	22
15	25	21	23

The parties agree to the following changes in health and welfare benefits for the 2014-15 school year:

- The district shall make a one-time contribution of ~~\$531,694~~ \$200,000 to the reserve fund of the Benefit Management Board for the ~~2013-14~~ 2014-15 school year.



For the District



For the Association

12-19-2014
Date

12-19-14
Date

**Memorandum of Understanding
between the
Irvine Unified School District
and the
Irvine Supervisory Association**

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

RECITALS

The parties desire to enter into this MOU in order to conclude the meet and confer process about compensation and related benefits for the 2015-16 school year.

Wherefore, the parties agree as set forth below.

Article 7 – Compensation and Related Benefits

7.2 The salary schedules (and longevity) shall be increased by ~~4.8%~~ 4% effective July 1, 2014 2015. In addition, there shall be a one-time ~~4.5%~~ 2% off-schedule payment, based on the ~~2014-15~~ 2015-16 salary schedule, to be paid in one (1) increment by February 10, 2015 2016 prospectively (not retroactively).

7.8.1 Effective July 1, ~~2015~~ 2015, Supervisory employees shall be granted ~~\$39.03~~ \$40.59 per month beginning after six full years of service as a permanent classified employee and continuing each year until reaching a cumulative maximum of ~~\$468.33~~ \$487.08 per month (twelve increments). Anniversary increments shall be prorated on the basis of hours worked in relation to full time; for example, four hours of work would be 4/8 (50%) entitlement to the anniversary increment.



For the District



For the Association

November 10, 2015
Date

11/10/15
Date

Memorandum of Understanding
between the
Irvine Unified School District
and the
Irvine Supervisory Association

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

RECITALS

The parties desire to enter into this MOU in order to conclude the meet and confer process about compensation and related benefits for the 2016-17 school year.

Wherefore, the parties agree as set forth below.

Article 7 – Compensation and Related Benefits

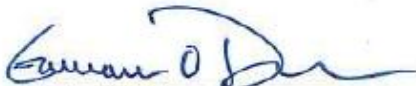
7.2 ~~The salary schedules (and longevity) shall be increased by 4.8% 4% effective July 1, 2014 2015. In addition, there shall be a one-time 1.5 % 2% off-schedule payment, based on the 2014-15 2015-16 salary schedule, to be paid in one (1) increment by February 10, 2015 2016 prospectively (not retroactively).~~

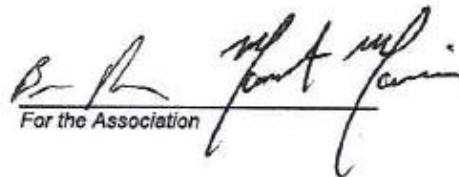
Effective July 1, 2016, the salary schedule shall be increased by 3.7%. In addition, there will be a one-time 1.2% off-schedule payment based on the new 2016-17 salary schedule.

7.8.1 Effective July 1, ~~2015~~ 2016, Supervisory employees shall be granted ~~\$40.69~~ \$50.76 per month beginning after six full years of service as a permanent classified employee and continuing each year until reaching a cumulative maximum of ~~\$487.08~~ \$609.12 per month (twelve increments). Anniversary increments shall be prorated on the basis of hours worked in relation to full time; for example, four hours of work would be 4/8 (50%) entitlement to the anniversary increment.

This increase to longevity also includes the equivalent of a 0.5% increase to total compensation based on the 2015-16 salary schedule.

The increase to longevity pay for additional or overtime hours beyond the regular assignment for monthly supervisory employees will commence on December 1, 2016, pending board approval of the MOU.


For the District


For the Association

10/19/2016
Date

10/19/16
Date