

**ARTICLE 1:**        **PREAMBLE**

- 1.100 The provisions contained herein constitute a binding agreement by and between the Orange Unified School District, hereinafter referred to as the “District,” and the Orange Unified Education Association, affiliated with the California Teachers Association and the National Education Association, hereinafter referred to as the “Association” or “Organization.”
- 1.200 The District recognizes the Association for purposes of collective negotiations, pursuant to government Code Sections 3540 et seq., as the exclusive representative for all contractual non-management certificated employees as certified in the official District recognition statement which is set forth in Appendix A, which may be modified upon mutual agreement of the parties.
- 1.300 Any notice to be given by one party to the other under this Agreement will be given by certified or registered mail. If given by the District, said notice will be sent to the Association, located at 1224 E. Katella Avenue, Suite 203, Orange, California 92867; and, if given by the Association, said notice will be sent to the District located at 1401 North Handy, P.O. Box 11022, Orange, CA 92867. Either party may, by like written notice, change the address at which notice to it may be given.
- 1.400 This Agreement shall be effective from July 1, 2005 through June 30, 2008. The provisions of this agreement shall become effective upon ratification by both parties except for (i) Article 2, Compensation and Health and Welfare Benefits, and (ii) language that continues to remain unchanged from the previous collective bargaining agreement. The parties shall commence reopener negotiations for the 2006-2007 school year by July 31, 2006 unless a later date is mutually agreed upon. For reopener negotiations in the second and third years of the agreement, 2006-2007 and 2007-2008, reopener negotiations shall pertain in each year to Article 2, Compensation and Health and Welfare Benefits, with the initial proposals publicly sunshined on the Board’s agenda in the month of May.
- 1.500 Upon request, the District will provide to the Association copies of information which is necessary for negotiations and contract administration and which is part of the District’s “good faith” obligations; provided, however, that such information is reasonably obtainable, is not confidential in nature, and does not consist of a work-product prepared for negotiations or for contract administration.