

CONTRACT

**BETWEEN
THE**

OXNARD SCHOOL DISTRICT



**AND
THE**

OXNARD EDUCATORS ASSOCIATION

**CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION**

2023-2025

TABLE OF CONTENTS

ARTICLE		PAGE
<u>ARTICLE I:</u>	<u>AGREEMENT</u>	1
<u>ARTICLE II:</u>	<u>RECOGNITION</u>	2
<u>ARTICLE III:</u>	<u>ORGANIZATIONAL RIGHTS AND PRIVILEGES</u>	3
<u>ARTICLE IV:</u>	<u>DISTRICT RIGHTS</u>	4
<u>ARTICLE V:</u>	<u>DISTRICT/ASSOCIATION GOALS</u>	5
<u>ARTICLE VI:</u>	<u>LEAVES OF ABSENCE</u>	6
<u>ARTICLE VII:</u>	<u>TRANSFERS AND REASSIGNMENTS</u>	29
<u>ARTICLE VIII:</u>	<u>FULL INCLUSION</u>	37
<u>ARTICLE IX:</u>	<u>EVALUATION</u>	39
<u>ARTICLE X:</u>	<u>PEER ASSISTANCE AND REVIEW</u>	50
<u>ARTICLE XI:</u>	<u>WORKING HOURS</u>	57
<u>ARTICLE XII:</u>	<u>CLASS SIZE</u>	61
<u>ARTICLE XIII:</u>	<u>CALENDAR</u>	62
<u>ARTICLE XIV:</u>	<u>PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE</u>	64
<u>ARTICLE XV:</u>	<u>PROFESSIONAL GROWTH</u>	68
<u>ARTICLE XVI:</u>	<u>SAFETY & SCHOOL CLIMATE</u>	69
<u>ARTICLE XVII:</u>	<u>SCHOOL LEVEL FACULTY COUNCIL/FACULTY ADVISORY COMMITTEE</u>	72
<u>ARTICLE XVIII:</u>	<u>ORGANIZATIONAL SECURITY</u>	73
<u>ARTICLE XIX:</u>	<u>SALARIES</u>	75
<u>ARTICLE XX:</u>	<u>EMPLOYEE BENEFITS</u>	82
<u>ARTICLE XXI:</u>	<u>DISCIPLINE</u>	84
<u>ARTICLE XXII:</u>	<u>GRIEVANCE PROCEDURE</u>	86
<u>ARTICLE XXIII:</u>	<u>COMPLAINTS</u>	91
<u>ARTICLE XXIV:</u>	<u>CONCERTED ACTIVITIES</u>	92
<u>ARTICLE XXV:</u>	<u>MISCELLANEOUS PROVISIONS</u>	93
<u>ARTICLE XXVI:</u>	<u>COMPLETE UNDERSTANDING</u>	94
<u>ARTICLE XXVII:</u>	<u>SAVINGS</u>	95
<u>ARTICLE XXVIII:</u>	<u>TERM OF AGREEMENT</u>	96
<u>ARTICLE XXIX:</u>	<u>JOB-SHARE</u>	97
<u>ARTICLE XXX:</u>	<u>ELEMENTARY (TK-5) COMPENSATION</u>	102
<u>ARTICLE XXXI:</u>	<u>SPECIALIZED JOB CLASSIFICATION</u>	103
<u>ARTICLE XXXII:</u>	<u>SPECIAL EDUCATION</u>	105
Appendix A:	Calendars: 2023-24, 2024-25.....	106
Appendix B:	Salary Schedules: 2023-24, 2024-25.....	108
Appendix C:	MOU: District Seniority.....	110
Appendix D:	MOU: Class Size Grade-Span Adjustment 2023-24, 2024-25.	111
Appendix E:	MOU: Temporary Pay Rates for Extended Work Hours During Field Trips.....	113
Appendix F:	MOU: Banking of Minutes for PLC Wednesdays.....	114

Table of Contents Continued...

Appendix G:	MOU: Compensation for SPED Teachers w/o Para Support.....	115
Appendix H:	MOU: Temporary Assignment of TK Teachers due to Modernization.....	116
Appendix I:	MOU: Home/Hospital Pay Rate.....	117
Appendix J:	MOU: Field/Academic Trips Pay Rate	118
Appendix K:	MOU: Peer Assistance & Review Program	119
Appendix L:	MOU:PD Temporary Hourly Pay Rate	121
Appendix M:	MOU:TOSA Scheduled Work Hours	122

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE I: AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Oxnard School District ("District") and the Oxnard Educators Association/California Teachers Association/National Education Association ("Association"), an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

3. This Agreement shall remain in full force and effect through June 30, 2025.

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE II: RECOGNITION

1. The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the Board per its Resolution dated May 12, 1976.

2. The unit is composed of the certificated employees as reflected in the public records of the District; the appropriate unit shall INCLUDE but not be limited to the following major groupings of jobs:

Classroom Teachers and Special Education Teachers

3. The unit EXCLUDES those positions which can lawfully be declared management, confidential, supervisory, and those presently represented by the Oxnard Supportive Services Association.

/

ARTICLE III: ORGANIZATIONAL RIGHTS AND PRIVILEGES

Rights of Access, Communication, and Use of Facilities

1. The Association shall have the right of access to areas in which employees work, the right to use bulletin boards, mailboxes, and other means of communication, and the right to use District facilities for the purpose of Association-called meetings.

a. Communication The Association shall be entitled to post notices of Association concern on a staff bulletin board in an area frequented by unit members in each school complex. An Association representative shall be responsible for intra-school distribution of said communications. A copy of general distribution Association material shall be sent to the principal or designee at time of posting or delivery. The Association's mail will be delivered unopened and without undue delay.

b. Use of Facilities The Association may use school facilities for meetings when involved unit members are not on duty, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or the buildings are otherwise unavailable for use.

c. The employer shall provide the Association with names and work locations of all bargaining unit personnel no later than August 15 of each school year and of all bargaining unit personnel employed after August 15 of each year within thirty (30) days of employment.

d. The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. District administration will excuse themselves during the Association time.

2. In addition, upon request, the District shall provide the Association with materials necessary for the Association to fulfill its role as exclusive bargaining representative.

/

/

/

ARTICLE IV: DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct and supervise the work of its employees; determine the days, times, and hours of operation; and the methods and means of providing them; establish its educational policies, methods of instruction, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; evaluate instructional programs; build, move, or modify facilities; establish budgets and budget procedures and determine budgetary allocations; determine the methods and amount of revenue to be raised, lawfully contract out work (subject however to prior negotiations with the Association if bargaining unit work or members are affected; provided further that the District may continue to contract for the types of services currently provided on such basis); and take action on any matter in the event of an emergency; i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis. In addition, the District retains the right to hire, classify, assign, evaluate, supervise, promote, terminate, and discipline employees.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3. The District retains its right to amend, modify, or rescind policies and practices referred to in this agreement in cases of emergency, limited, however, to the duration of the emergency.

/

/

/

/

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE V: DISTRICT/ASSOCIATION GOALS

1. The District and Association acknowledge that it is in their mutual interest to work collaboratively in implementing educational programs, projects, instructional improvement grants and educational initiatives in order to improve the instructional services and student performance in the Oxnard School District.

2. The District further acknowledges that the effectiveness of implementing new programs, projects, instructional improvement grants and educational initiatives is in large part dependent on an understanding of their respective goals and objectives and the input of the teaching staff at the site level.

3. In the spirit of cooperation and so as to give true meaning to the shared vision, it is the intention of both the District and Association to share information about, discuss the benefits of, and provide an explanation of the elements of programs, projects, instructional improvement grants and educational initiatives under consideration, in advance of adoption and/or implementation.

4. To the extent permitted by law and to the extent permitted by the requirements of a particular grant application, the District and the Association shall form a committee for the purpose of collaborating on the development of school instructional improvement grants that will require a variance. This committee shall consist of an equal number of District appointees and Association appointees, as well as others required by law and the application process.

5. The District and the Association recognize the value and importance of the Association and the unit members participating in the strategic planning process of the District. This process results in the Board adopting a strategic plan that includes both goals and objectives for the District as a whole. The District commits to including the Association (and its bargaining unit members) as one of the equal stakeholders in this very important process.

6. This Article shall in no way alter, limit the scope of, or abrogate or otherwise modify the District's Rights as defined in Article IV of this Agreement.

/

/

/

ARTICLE VI: LEAVES OF ABSENCE**GENERAL LEAVE****1. Purpose**

The Board may grant an unpaid leave of absence for the following purposes:

Health An application for leave of absence for reasons of personal health in excess of time for which sick leave benefits are due shall be supported by a written recommendation of a licensed physician or health practitioner.

Study An application for leave of absence for professional study shall be supported by a written statement indicating what and where study is to be undertaken.

Travel A leave of absence for the purpose of educational travel is predicated on absence from the District for a majority of the time covered by the application for leave. Such application must be supported by a written statement giving the itinerary of the trip and identifying its educational value to the teaching assignment.

Home Responsibilities A leave for this purpose may be granted to care for a unit member's preschool child or immediate family member whose health may require temporary full-time attention.

Acceptance of Honor A leave for the purpose of accepting an honor or to pursue an educational opportunity such as the Teacher Exchange Program, Fullbright Scholarship, Peace Corps Service, VISTA, or to accompany a spouse transferred to another area, for up to two years.

A general leave may be granted only under the following conditions:

Term The term of a general leave shall not be for more than one year, except in cases outlined in Section 1, Acceptance of Honor.

Application Application for general leave shall be submitted not less than sixty (60) calendar days prior to the commencement date of the leave.

Salary When granted, general leaves shall be without pay. The employee shall not lose placement, employment status, or benefits due to the leave of absence.

Placement Upon Return An employee on general leave shall discuss return and placement with the Assistant Superintendent of Human

1 Resources and Support Services on or about May 1 of the year preceding
2 the return. Assignment upon return from leave shall be in accordance with
3 applicable transfer provisions.

4 **RETURN FROM LEAVE**

5 1. Employees returning from leave shall be entitled to return to their
6 previously-held position unless it has been eliminated.

7 2. Employees returning from an extended leave of absence of more
8 than one school year will be returned to their previously held assignment
9 unless it has been eliminated or has been filled by a probationary or
10 permanent employee. For such employees, current contract language
11 relating to "Placement Upon Return" applies. This does not apply to
12 employees on administrative leave nor to employees who are not physically
13 or mentally able to resume a position.

14 **SICK LEAVE**

15 1. Personal Illness Unit members shall be granted ten (10) days of sick
16 leave per year. Sick leave shall be cumulative without limit. Sick leave shall
17 accrue on a school year basis and be available as of the first workday of
18 each year. Summer school sessions/YRE intersession shall be granted an
19 additional one (1) day per year of sick leave to be cumulative to the regular
20 sick leave unused balance.

21 a. For the purposes of this section, sick leave shall include the
22 illness of a unit member's child, parent, spouse or domestic
23 partner. Essential treatments, examinations for diagnostic
24 purposes, and other absence related to a bargaining unit
25 member's health, shall be allowed as sick leave
26 when such treatments or examinations need to be scheduled
27 or made during school time.

28 b. Quarantine Unit members, absent due to quarantine
29 imposed by health authorities, shall have no salary
30 deduction, if such absence is covered by days accumulated
31 for sick leave.

32 c. After all earned leave, as set forth above, is exhausted,
33 additional non-accumulated leave shall be available for a
34 period not to exceed five (5) school months. The amount
35 deducted for leave purposes from the bargaining unit
36 member's salary shall be the amount listed on
37 the Substitute Teacher Salary schedule for regular or

1 long term substitutes or, if no substitute is employed, the
2 amount which would have been paid to a substitute per the
3 substitute teacher salary schedule. The benefit provided
4 by this paragraph is available one time only during any
5 school year, any unused leave under this section shall not
6 accumulate from year to year.

7 2. Personal Necessity Leave A bargaining unit member at his/her
8 election may claim and deduct up to ten (10) days per year from his/her
9 accumulated sick leave for reasons due to personal emergency or
10 necessity. Personal necessity leave may be taken for any of the following
11 purposes:

- 12 a. Death or serious illness of a member of his/her immediate
13 family, another relative, or of a close personal friend.
- 14 b. Accident involving his/her person or property or the person
15 or property of a member of his/her immediate family.
- 16 c. Appearance in court as a litigant, as a witness, or other
17 absence required under official government order or
18 direction.
- 19 d. Professional improvement such as registration for courses in
20 recognized educational institutions, the taking of graduate or
21 other examinations or tests that could not be taken at other
22 times. This provision does not include attendance at classes
23 or lectures that are available at other times that would not
24 conflict with the unit member's obligations to the District.
- 25 e. Business transactions of an urgent nature. Such
26 transactions must require the presence of the unit member
27 and the unit member must furnish evidence or certify that the
28 transactions could not be dealt with during off-duty hours.
- 29 f. Individual or family responsibilities. Absence of this type
30 would include but not be limited to: illness of the immediate
31 family.
32 Problems related to property, graduations, and weddings
33 involving self or immediate family, necessary appearances of
34 self or member of immediate family in court or other
35 governmental agency but not under court order or official
- 36 g. Acceptance of an honor such as a diploma, a degree, or
37 special award from a recognized educational institution,

1 governmental agency or generally recognized community
2 organization.

3 *For the purposes of Personal Necessity Leave, immediate family is defined
4 as mother, step-mother, father, step-father, grandmother, grandfather, or a
5 grandchild of the bargaining unit member or the spouse of the bargaining
6 unit member and the spouse, son, son-in-law, daughter, daughter-in-law,
7 brother, step-brother, step-sister, brother-in-law, sister, or sister-in-law, of
8 the bargaining unit member or any relative, domestic partner or significant
9 other living in the immediate household of the bargaining unit member.

10 Procedure: Under no circumstances shall such leave be available
11 for purposes of extending a holiday or vacation period, for recreational
12 purposes or for a work stoppage or slow-down.

13 Except for reasons (a) and (b) above, the unit member must notify
14 his/her immediate supervisor before utilizing personal necessity leave.

15 Under all circumstances, a unit member shall verify, in writing on the
16 day of returning to work that leave was used only for the purposes set forth
17 in (a) through (g) above. The leave shall be unpaid if utilized for purposes
18 other than stipulated

19 **PREGNANCY DISABILITY LEAVE (PDL)**

20 1. Bargaining unit members covered by this Agreement shall be entitled
21 to use personal illness leave (sick leave) as set forth in this Agreement for
22 disabilities caused or contributed to by pregnancy, miscarriage, childbirth,
23 and recovery therefrom on the same terms and conditions governing leave
24 of absence for other illnesses, injuries, or medical disabilities.

25 2. The length of such pregnancy disability leave, including the date on
26 which the leave shall commence and the date on which the bargaining unit
27 member's duties with the District are to be resumed, shall be determined by
28 the bargaining unit member and the bargaining unit member's physician,
29 subject to the following conditions: a bargaining unit member who is
30 pregnant may continue in active employment as late into her pregnancy as
31 she desires provided she is properly able to perform her required duties and
32 responsibilities and has submitted the necessary doctor's certificate.

33 This clause shall entitle the affected bargaining unit member to
34 thirty (30) working days of pregnancy disability leave, provided such leave
35 is contiguous to the beginning of the disability and to childbirth.

36 3. Bargaining unit members shall be entitled to leave without pay or
37 other benefits for disabilities caused or contributed to by pregnancy,
38 miscarriage, childbirth, or recovery therefrom, when all current,

1 accumulated, and differential pay sick leave and Parental Leave has been
2 exhausted (Federal Family Leave Act, California Family Rights Act and
3 Government Code Section 12945). The date on which the bargaining unit
4 member shall resume duties shall be determined by the bargaining unit
5 member on leave and the bargaining unit member's physician; provided,
6 however, that the District management may require a verification of the
7 extent of disability.

8 **SICK LEAVE USE FOR ADOPTION/PATERNITY/FOSTER CARE**

9 A bargaining unit member may use up to thirty (30) contiguous
10 workdays of accumulated sick leave for the adoption of a child, paternity
11 leave, or placement of a foster care child. The bargaining unit member shall
12 request such leave at least thirty (30) workdays prior to the date on which
13 the leave is to begin, except in the event the adoption will occur in fewer
14 than thirty (30) workdays, in which case the bargaining unit member shall
15 request sick leave for adoption, paternity, or foster child placement, as soon
16 as practicable. Sick leave requests under this provision shall be in writing
17 and shall include a statement as to the dates the bargaining unit member
18 wishes to begin and end the leave.

19 Adoption, paternity, or foster care leave benefits shall not be greater
20 than pregnancy disability leave benefits. However, if both adopting parents
21 are bargaining unit members, the maximum combined leave that both
22 parents/bargaining unit members may use is six weeks: all six weeks may
23 be used by one bargaining unit member, or each bargaining unit member
24 may take three weeks or any other combination of leave not exceeding a
25 total of six weeks.

26 **PARENTAL LEAVE**

27 Under California Family Rights Act (CFRA 2016), California Ed.
28 Code 44977.5, and the Federal Family Leave and Medical Leave Act of
29 1993 (FMLA), a bargaining unit member may elect to utilize up to twelve
30 (12) weeks of Parental Leave occasioned by the birth or adoption of a child
31 or foster child placement.

32 The twelve (12) week Parental Leave shall run consecutively to the
33 bargaining unit member's Pregnancy Disability Leave. The twelve (12)
34 week Parental Leave shall run concurrently with Sick Leave Use for
35 Adoption/Paternity/Foster Care for the birth, adoption of a child, or foster
36 child placement.

37 A bargaining unit member has the option of using any accumulated
38 Personal Illness Leave for the twelve (12) week Parental Leave. Under

1 CFRA regulations, the minimum duration of the leave shall be two (2) week
2 blocks of time, except the District must grant a request for leave of less than
3 two (2) weeks duration on any two (2) occasions. Parental leave must be
4 utilized during the first year following the birth or placement of a child with
5 the bargaining unit member.

6 If a bargaining unit member exhausts his/her accumulated sick leave
7 prior to the expiration of the twelve (12) week Parental Leave, and continues
8 to be absent from his or her duties on account of Parental Leave, the
9 amount deducted from the bargaining unit member's salary for the
10 remainder of the twelve (12) weeks shall not exceed the amount listed on
11 the Substitute Teacher Salary schedule for regular or long term substitutes,
12 or if no substitute is employed, the amount which would have been paid to
13 a substitute employee *or* fifty (50) percent of their salary due, whichever is
14 the lesser amount.

15 A bargaining unit member shall not be provided more than one
16 twelve (12) week period for Parental Leave per Pregnancy Disability Leave
17 (PDL) or Adoption/Paternity/Foster Care Leave. However, if a school year
18 terminates before the twelve (12) week period is exhausted; the bargaining
19 unit member may take the balance of the twelve (12) week period in the
20 subsequent school year.

21 **LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION,**
22 **ADOPTION AND CHILD-REARING**

23 1. Leave without pay or other benefits may be granted to a unit member
24 for preparation for child-bearing, adoption, and for child-rearing.

25 2. The unit member shall request such leave as soon as practicable,
26 but under no circumstances less than thirty (30) workdays prior to the date
27 on which the leave is to begin, except for adoption which will be as soon as
28 possible prior to date. Such request shall be in writing and shall include a
29 statement as to the dates the unit member wishes to begin and end the
30 leave without pay.

31 3. The determination as to the date on which the leave shall begin and
32 the duration of such leave shall be made at the discretion of the
33 Superintendent or the Superintendent's designee.

34 4. The duration of such leave shall consist of no more than twelve (12)
35 consecutive months and shall automatically terminate on the last working
36 day in the school year in which such leave is granted. An extension of leave
37 may be granted by the Superintendent or the Superintendent's designee
38 not to exceed an additional twelve (12) months.

1 5. The unit member is not entitled to the use of any accrued sick leave
2 or other paid leave while such unit member is on child-bearing preparation
3 leave or leave for child-rearing, whether or not the illness or disability is
4 related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

5 6. If a unit member is on leave for child-bearing or child-rearing and in
6 the event of a miscarriage or death of a child subsequent to childbirth, the
7 unit member may request an immediate assignment to a unit position. If
8 there is a vacancy for which a unit member is qualified, at the sole judgment
9 of the Superintendent or the Superintendent's designee, the District will
10 assign the unit member to a position as soon as practicable.

11 **BEREAVEMENT LEAVE**

12 1. Definition The District shall grant necessary leave of absence with
13 pay at the employee's regular rate not to exceed five (5) days on account of
14 the death of any member of the employee's immediate family. Members of
15 the immediate family shall be defined as the mother, step-mother, father,
16 step-father, grandmother, grandfather, or a grandchild of the unit member
17 or the spouse of the unit member, and the spouse, son, son-in-law,
18 daughter, daughter-in-law, brother, step-brother, brother-in-law, sister,
19 step-sister, sister-in-law of the unit member, or any relative, domestic
20 partner or significant other living in the immediate household of the unit
21 member.

22 2. Procedure Members of the bargaining unit may be granted leave by
23 their immediate supervisor to be absent without pay for the death of any
24 relative not designated as immediate family. Members of the bargaining
25 unit shall contact their immediate supervisor prior to the commencement of
26 the leave to request Bereavement Leave.

27 3. Verification Members of the bargaining unit may be required to
28 complete a leave verification form provided by the District.

29 4. Salary Bereavement Leave shall be at the regular daily rate of pay
30 for the first five (5) days. A bargaining unit member may request to extend
31 Bereavement Leave for an additional five (5) days. Upon approval by the
32 District, such leave days shall be compensated at the member's regular
33 daily rate less the amount paid to a substitute, whether or not a substitute
34 is actually employed.

35 **INDUSTRIAL ACCIDENT LEAVE**

36 1. Members of the bargaining unit who sustain an injury or illness
37 arising directly out of and in the course and scope of their employment shall
38 be eligible for a maximum of sixty (60) working days paid leave in any one

1 fiscal year. This leave shall not be accumulated from year to
2 year. Industrial accident or illness leave will commence on the first day of
3 absence. Payment for wages lost on any day shall not, when added to a
4 temporary disability indemnity award granted under the worker
5 compensation laws of this state, exceed the employee's full salary.
6 Industrial accident and illness leave shall be reduced by one day for each
7 day of authorized absence, regardless of a compensation award made
8 under the worker's compensation laws. When an industrial accident or
9 illness leave occurs at a time when the leave will overlap into the next fiscal
10 year, the employee shall be entitled to only that amount of leave remaining
11 at the end of the fiscal year in which the industrial injury or illness occurred,
12 for the same illness or injury. Industrial accident or illness leave is to be
13 used in lieu of normal sick leave benefits. When entitlement to industrial
14 accident or illness leave under this section has been exhausted, entitlement
15 to other sick leave will be used. If, however, the employee continues to
16 receive temporary disability indemnity under the worker's compensation
17 laws of this state at the time of the exhaustion of benefits under this section,
18 the employee may elect to take as much of the employee's accumulated
19 and available sick leave, which, when added to the worker's compensation
20 award, results in a payment of not more than the employee's regular salary.
21 An employee requesting Industrial Accident and Illness leave benefits may
22 be required to comply with the medical verification and reporting provisions
23 of the sick leave section of this Article.

24 Upon complying with District medical release requirements and
25 receiving District authorization to return to work, an employee on Industrial
26 Accident or Illness leave may be reinstated without loss of salary placement,
27 employment status, or benefits due to the Industrial Accident and Illness
28 Leave. The unit member shall submit written evidence from his/her doctor
29 of disability requiring Industrial Accident Leave. The District may require
30 the unit member to submit a physician's statement indicating the unit
31 member is physically capable of returning to full-time employment.

32 33 34 **IMMEDIATE FAMILY ACCIDENT/ILLNESS LEAVE**

35 1. Definition The District may grant a leave of absence for a serious
36 illness or accident or major surgery of a member of the unit member's
37 immediate family or household. This provision is not cumulative from year
38 to year, but is available in the event of each serious illness or accident or

1 major surgery in the unit member's household. This provision applies only
2 to those situations that mandate the presence of the unit member with the
3 ill or injured member of the family and is intended to supplement personal
4 necessity leave.

5 2. Salary The first day of Immediate Family Accident/Illness Leave
6 shall be with full pay. The second through tenth days of absence under this
7 provision shall be at the regular daily rate less the amount paid to a
8 substitute, whether or not a substitute is employed. The eleventh day and
9 any additional days of absence under this provision shall be as unpaid
10 leave.

11 **FAMILY CARE AND MEDICAL LEAVE**

12 1. Leaves Eligible bargaining unit members may take leaves under this
13 Article for the birth or adoption, of a child, or foster child placement, the
14 serious health condition of the unit member's child, parent or spouse and
15 the unit member's own serious health condition except for disability caused
16 by pregnancy, childbirth or related medical conditions.

17 2. Eligibility Eligible unit members are entitled to up to a total of twelve
18 workweeks of unpaid leave over any twelve month period for family
19 care/medical leave providing they have more than twelve months of service
20 and at least one thousand two hundred fifty (1,250) hours of service in the
21 previous twelve month period.

22 3. Reinstatement Rights A unit member whose request for leave has
23 been granted shall be guaranteed reinstatement to the same position or
24 comparable position if their previous one has been eliminated upon
25 termination of the leave.

26 4. Continuation of Health Benefits The District will maintain and pay
27 the current monthly contributions for eligible unit members toward the
28 payment of premiums for group health benefits throughout the period of
29 family care/medical leaves.

30 Unit members shall be entitled to participate in other benefit plans
31 not provided by the District pursuant to this paragraph to the same extent
32 and under the same conditions that apply to an unpaid leave taken for any
33 purpose other than that described in paragraph 2.

34 5. Coordination of Benefits Unit members will be required to use all
35 accrued paid vacation, other accrued time off, and any other paid or unpaid
36 time off provided for under this agreement such as personal leave, five
37 month differential pay, immediate family accident/illness leave and family
38 care leave concurrently with leaves taken for the birth or adoption of a child,

1 foster care placement, or to care for an ill family member. Leave for which
2 the employee is eligible under Government Code section 12945 shall not
3 count against, but shall be in addition to, family care leave. However, a unit
4 member may not be required to use sick leave during a period of leave in
5 connection with the birth, adoption, or foster care of a child, or to care for a
6 child, parent or spouse with a serious health condition, unless mutually
7 agreed to by the unit member and the District. Unit members who take
8 leaves for their own serious health condition will be required to use accrued
9 sick leave in addition to accrued paid vacation, and all other paid or unpaid
10 leaves provided for in this agreement.

11 6. Employee Status A leave for family care and medical leave shall not
12 constitute a break in service for purposes of longevity, seniority or any
13 employee benefit plan.

14 7. Reasonable Notice If a leave is foreseeable, the unit member shall
15 provide the District with reasonable advance notice of the need for the leave
16 and make reasonable efforts to schedule planned medical treatment to
17 avoid disruption to the operations of the District.

18 8. Medical Certification The District may require a unit member's
19 request for leave to care for a child, spouse or a parent who has a serious
20 health condition be supported by a certification issued by the health care
21 provider. Certification is sufficient if it states (1) the date the serious health
22 condition commenced; (2) the probable duration; (3) that the unit member
23 is needed to provide such care, or that the unit member is unable to perform
24 his/her job due to the serious health condition. A second opinion may be
25 required by the District and at District expense for the unit member's serious
26 health condition. If the two opinions conflict, a third and binding examination
27 may be required by a mutually agreed on health provider at the District's
28 expense.

29 As a condition of a unit member's return from leave taken because
30 of his/her own serious health condition, the District may require the unit
31 member to obtain certification from his/her health care provider that the unit
32 member is able to resume work.

33 **CATASTROPHIC SICK LEAVE BANK**

34 1. The intent of the Catastrophic Leave Bank is to provide bargaining
35 unit members economic relief for devastating personal health
36 circumstances.

37 Catastrophic Leave may not be used for:

- 38 a. Elective Surgery

- 1 b. Personal Necessity Leave
- 2 c. Normal Pregnancy
- 3 d. Substance Abuse Rehabilitation
- 4 e. Bereavement
- 5 f. Due to the nature of diagnosis for stress and other
- 6 psychological illnesses, such illnesses shall not qualify for catastrophic
- 7 leave unless they involve extended hospitalization.
- 8 2. The Association and the District agree to create a Catastrophic
- 9 Leave Bank effective July 1, 2017. The Catastrophic Leave Bank shall be
- 10 funded in accordance with the terms below.
- 11 3. For the purposes of this section, a “day” shall be any day a unit
- 12 member is expected to be on duty, as determined by the terms of the
- 13 Agreement.
- 14 4. Days in the Catastrophic Leave Bank shall accumulate from year to
- 15 year.
- 16 5. Days shall be contributed to the Bank and withdrawn from the Bank
- 17 without regard to the daily rate of pay of the Catastrophic Leave Bank
- 18 participant.

19 **Eligibility and Contributions**

- 20 1. All bargaining unit members are eligible to contribute to the Catastrophic
- 21 Leave Bank provided that the bargaining unit member has at least one (1)
- 22 sick leave day to contribute.
- 23 2. Participation is voluntary, but requires contribution to the Bank as
- 24 defined in 4 below. Only contributors will be permitted to withdraw from the
- 25 Bank.
- 26 3. Contributions shall be made during the enrollment period between
- 27 July and the last duty day in October of each school year. Bargaining unit
- 28 members returning from extended leave which included the enrollment
- 29 period and new hires, will be permitted to contribute within 30 calendar days
- 30 of beginning work.
- 31 4. The annual rate of contribution by each participating bargaining unit
- 32 member for each school year shall be one (1) day of sick leave, which shall
- 33 be deemed to equate to the legal minimum required by Education Code
- 34 Section 44043.5 up to a maximum of one-half (1/2) of the bargaining unit
- 35 member’s annual accrual. Bargaining unit members serving in part time
- 36 assignments shall also make a minimum annual contribution equal to the
- 37 length of their work day.

1 5. The contribution, on the appropriate form, shall be authorized by the
2 bargaining unit member and continued from year to year until canceled by
3 the bargaining unit member. A bargaining unit member's eligibility for the
4 Bank terminates automatically if she/he fails to make the required annual
5 contribution. Cancellation, on the proper form, may be effected at any time
6 and the bargaining unit member shall not be eligible to draw from the Bank
7 as of the effective date of the cancellation. Sick leave previously authorized
8 for contribution to the bank shall not be returned if the bargaining unit
9 member effects cancellation.

10 6. If the number of days in the Bank at the beginning of a school year
11 exceeds 250, no contribution shall be required of returning bargaining unit
12 members for that year. Those bargaining unit members joining the
13 Catastrophic Leave Bank for the first time and those returning from leave
14 shall be required to contribute one day to the Bank. An additional day of
15 contribution will be required of participants if the number of days in the Bank
16 falls below 50. Catastrophic Leave Bank bargaining unit members who are
17 drawing from the Bank at the time of the assessment will not be required to
18 contribute to remain eligible.

19 **Withdrawal from the Bank**

20 1. Catastrophic Leave Bank participants who have exhausted all sick
21 leave and other forms of paid leave may withdraw from the Bank for
22 catastrophic illness or injury. Catastrophic illness or injury shall be defined
23 as any illness or injury that incapacitates a bargaining unit member for over
24 ten (10) consecutive duty days, or that incapacitates a member of the
25 bargaining unit member's family, and which requires the employee to take
26 time off from work to care for that family member, as defined in Education
27 Code 44043.5(1). This definition does not include worker's compensation
28 related injuries or illnesses.

29 2. Bargaining unit members must use all forms of paid leave available
30 to them, including differential leave as defined in Article VI, Sick Leave, 1.c,
31 before eligible for a withdrawal from the Bank. Approved withdrawals shall
32 become effective immediately upon the exhaustion of the bargaining unit
33 member's available leave.

34 3. If a bargaining unit member is incapacitated, applications may be
35 submitted by the participant's agent or member of the bargaining unit
36 member's family.

37 4. Withdrawals from the Catastrophic Leave Bank shall be granted in
38 units of no more than fifty (50) duty days. Bargaining unit members may

1 submit a request for an extension of a withdrawal for one (1) additional fifty
2 (50) allotment for each catastrophic illness or injury. Catastrophic leave
3 days not used by the bargaining unit member shall be returned to the
4 Catastrophic Leave Bank.

5 5. Participants in the Bank shall make requests for withdrawal of days
6 to Human Resources and Support Services and will be required to submit
7 a doctor's statement indicating the nature of the illness or injury and the
8 probable length of absence. If the request for withdrawal is for the illness
9 or injury of a family member, the doctor's statement shall also indicate the
10 need of the family member to receive care. Human Resources and Support
11 Services will verify that the bargaining unit member has contributed to and
12 is eligible for withdrawal from the Catastrophic Leave Bank, and will
13 determine if the bargaining unit member has made a previous withdrawal.
14 The request will be approved or denied jointly by the OEA President or
15 designee, and the Assistant Superintendent of Human Resources or
16 designee. A decision will be rendered within fifteen (15) working days from
17 receipt of the request.

18 6. If the request is approved, the bargaining unit member making the
19 request shall be notified in writing of the approval, including the anticipated
20 number of days to be withdrawn.

21 7. If the request is denied, the bargaining unit member making the
22 request shall be notified in writing of the denial. The bargaining unit member
23 may appeal the denial to a review committee consisting of one (1) District
24 representative and two (2) Association representatives. The designated
25 review committee must come to a majority decision and shall keep
26 information regarding the nature of the illness or injury confidential. The
27 decision of the review committee shall be reported in writing to the
28 bargaining unit member within ten (10) duty days. This decision shall be
29 final and not subject to the grievance process of the Agreement.

30 **Administration of the Bank**

31 1. Human Resources and Support Services shall have the
32 responsibility of maintaining the records of the Catastrophic Leave Bank.

33 2. Human Resources and Support Services shall provide application
34 forms for contributions to bargaining unit members annually.

35 3. By November 30 of each school year, District representatives shall
36 provide the Association with the total available number of accumulated days
37 contributed by bargaining unit members for the current year and the names
38 of participating bargaining unit members.

1 4. If the Catastrophic Leave Bank is terminated for any reason, the days
2 remaining in the Catastrophic Leave Bank shall be returned to the then
3 current members of the Bank proportionately.

4 **MILITARY LEAVE**

5 The Board shall grant military leave as provided for under law.

6 **SABBATICAL LEAVES OF ABSENCE FOR UNIT MEMBERS**

7 1. Sabbatical leave is defined as any definite plan whereby a unit
8 member may be granted leave of absence covering a stipulated period of
9 time of a school year, such leave to be used for professional improvement,
10 and including payment of partial or full salary for such leave.

11 Sabbatical leave is not granted as a reward for service or work
12 already performed, but rather as an opportunity to prepare for improved
13 service in the schools of the Oxnard School District.

14 The goals or reasons for granting sabbatical leave are summarized
15 as follows:

- 16 a. Improved professional service
- 17 b. Broader professional view
- 18 c. Higher scholarship and culture
- 19 d. Inspiration to other unit members
- 20 e. Help to the school system in attracting competent new
21 personnel.

22 2. **Definition** A sabbatical leave is a leave granted to a unit member for
23 one of the following reasons:

24 a. **Professional Study** A sabbatical leave for professional
25 study is one during which the unit member is enrolled in a
26 program of full-time study in an accredited institution of higher
27 learning. Courses must, in the judgment of the sabbatical leave committee,
28 relate to the present or prospective service of the unit member.

- 29 b. **Independent Study or Research** A leave taken for the
30 purpose of pursuing a program of independent study or
31 research must be related to the present or prospective
32 services of the unit member and must be under the guidance
33 of the District Sabbatical Leave Committee. The program
34 must be equivalent in effort and content to that required
35 under paragraph (a) above, for professional study. A
36 complete plan for such study must be approved by the
37 Sabbatical Leave Committee and filed with the original
38 application for leave.

- 1 c. Travel A travel leave is one during which the unit member
2 shall remain in travel status and must be related to the
3 present or prospective services of the unit member. A
4 complete plan for such travel must be approved by the
5 Sabbatical Leave Committee and filed with the original
6 application for leave.
- 7 d. Combination Study and Travel A combination leave may be
8 approved for both study and travel provided that the goals
9 specified relate closely to the present or prospective service
10 of the unit member in the Oxnard School District. A
11 complete plan for such a combination must be approved by
12 the Sabbatical Leave Committee and filed with the original
13 application for leave.
- 14 3. Eligibility Sabbatical leave for the purpose of engaging in
15 professional study, research and travel, may be granted to unit members
16 who have completed seven (7) continuous, full school years of service in
17 the Oxnard School District. Service of at least seventy-five percent (75%)
18 of the duty days in each year will count as a full school year. Any exceptions
19 must be upon the recommendation of the District Sabbatical Leave
20 Committee.
- 21 Successful applicants must fulfill all terms of the leave agreement
22 granted to them and render two full school years of service to the District
23 upon return from leave, except as death or physical or mental disability or
24 circumstances beyond the control of the employee may intervene.
- 25 4. Length of Leave A sabbatical leave may be granted for a college
26 quarter; semester; two or more consecutive quarters; or two semesters in
27 the same school year.
- 28 5. Number on Leave The total number of unit members granted
29 sabbatical leave during any one school year shall not exceed two percent
30 (2%) of the total number of certificated employees.
- 31 If the number of eligible unit members applying for sabbatical leave
32 for any one fiscal year exceeds two percent of the total number of
33 certificated employees of the District, the granting of leaves shall be
34 governed by:
- 35 a. Relative merits of each leave program
36 b. Seniority
37 c. Whether applicant has been granted previous leave.

1 6. Request Procedure The unit member should make a written
2 application to the office of the Superintendent on the form provided by the
3 personnel department. Applications for sabbatical leave shall be submitted
4 by April 1 of the school year prior to the school year in which the leave would
5 occur.

6 The applications for sabbatical leave shall present reasons for
7 desiring leave, a complete plan of study or travel to be undertaken, length
8 of leave, including beginning and ending dates, and any other data
9 necessary to provide an adequate basis for granting such leave.

10 7. Review of Requests for Leave Following the April 1 deadline for
11 receipt of applications for leave, the Superintendent shall direct the
12 Sabbatical Leave Committee to review all such applications filed by the
13 deadline and report to him/her prior to May 1.

14 8. Sabbatical Leave Committee The committee shall be comprised of
15 the following persons:

16 a. The Superintendent's designated representative who will
17 serve as chairman.

18 b. The Assistant Superintendent of Human Resources and
19 Support Services.

20 c. Two unit members selected by the Association.

21 The committee will make recommendations to the
22 Superintendent for the granting of leave in an order based
23 upon the committee's priority of all leave applications. If the
24 committee recommends that certain sabbatical leave
25 proposals do not meet the criteria or do not show merit, it
26 shall so state in its report to the Superintendent.

27 The report and recommendations of the committee shall be
28 filed with the Superintendent in writing no later than May 1.

29 9. Report to Board In May the Superintendent shall report to the
30 Board of Trustees all requests for sabbatical leave and the
31 recommendations of the Sabbatical Leave Committee and his/her
32 recommendations concerning the leave.

33 10. Compensation The unit member on sabbatical leave may elect to
34 receive his/her compensation in accordance with any of the options
35 provided by the business office after furnishing a suitable bond indemnifying
36 the District against loss in the event the unit member fails to render at least
37 two years of service in the District following his/her return from leave. Such
38 bond will be exonerated in the event of failure to return and render such two

1 years of service caused by death, physical or mental disablement of the unit
2 member, or circumstances beyond the control of the unit member.

3 If the unit member elects not to furnish a suitable bond, he/she shall
4 be paid the salary due him/her in two equal installments: one-half at the
5 conclusion of the first year after return to service and one-half at the
6 conclusion of the second year after return to service.

7 The salary earned while on sabbatical leave will be seventy-five
8 percent (75%) of the unit member's base pay in accordance with salary
9 regulations in effect during the period of leave.

10 Paid sick leave is not earned while on sabbatical leave. The District
11 is freed from any liability for the payment of any compensation or damages
12 provided by law, for the death or injury of the unit member while he is on
13 sabbatical leave.

14 For purposes of placement upon the salary schedule, the period
15 during which the unit member was on leave of absence shall not be
16 construed as an interruption of service to the District.

17 Credit for advancement in class on the District salary schedule can
18 be achieved only through the acquisition of upper division or graduate work
19 taken through an accredited institution of higher learning.

20 11. Additional Compensation Additional compensation is compensation
21 services or employment during the period of sabbatical leave other than
22 compensation granted by the Oxnard School District. Additional
23 compensation received by the unit member in excess of the difference
24 between the unit member's regular salary and the salary while on leave will
25 be deductible from the leave salary paid by the District.

26 Additional assistance from such recognized sources of aid to study,
27 research and travel as scholarships, grants and fellowships shall not
28 constitute additional compensation in the meaning of the above paragraph.
29 It shall be the policy of the Oxnard School District to encourage its
30 employees to seek such assistance.

31 12. Required Report Within eight (8) weeks after the expiration of the
32 leave the unit member shall submit, in writing, three copies of a detailed
33 evaluation of his activities while on leave, showing evidence that he has met
34 the objectives stated in his application.

35 Verifications shall be presented in the report (such as places visited,
36 dates, length of stay, and in case of foreign travel, a passport). In the case
37 of professional study, official transcripts of credit bearing the seal of the

1 university and the signature of the registrar should be presented, as well as
2 any documenting evidence pertinent to the report to the Board.

3 13. Return to Position At the expiration of the sabbatical leave, the unit
4 member who has been granted such a leave shall be reinstated in
5 accordance with the assignment and transfer policy.

6 **PERSONAL LEAVE**

7 An unpaid personal leave of up to thirty (30) working days may be
8 granted by the District when other leave provisions within this Article do not
9 apply. Personal leave under conditions of critical emergency may be
10 granted with pay for up to three (3) days when the nature of the critical
11 emergency so warrants as determined by the District.

12 **Court Appearance Leave/Jury Duty Leave**

13 1. Definition A unit member of the District, other than a litigant in the
14 case, shall be granted court leave with pay to perform trial or inquest jury
15 duty or to appear in federal, state, or municipal court or to appear before a
16 state agency as a subpoenaed witness.

17 2. Procedure A unit member absent on court leave must show
18 verification of his/her attendance in court or state agency, and the fees paid
19 for jury duty or witness service.

20 A unit member may retain all money paid to him/her for mileage and
21 expenses but jury or witness fees paid to him/her by the court must be
22 turned in to the District.

23 Upon return from court leave, the unit member is responsible for
24 reporting to the District business office and making payment for fees
25 collected. A unit member who appears for jury duty or witness service
26 during regularly scheduled off-duty time may retain fees and other
27 allowances.

28 3. Grand Jury Service Any unit member accepting appointment to a
29 grand jury shall be placed in a leave without pay status for the duration of
30 the appointment.

31 **EMERGENCY LEAVE DUE TO NATURAL DISASTERS**

32 In the event that work is canceled by the District administration
33 because of flooding or other natural disasters, or in the event an employee
34 is unable to reach work because of conditions resulting from a natural
35 disaster such as flooding, slides, washouts, loss of bridges and/or similar
36 causes, the Board of Education shall grant emergency leave of absence to
37 the employees affected. This leave shall be granted without loss of pay and

1 shall not be charged against the employee's personal necessity or other
2 paid leaves.

3 **GROWTH LEAVE**

4 1. Purpose A growth leave shall be designed to enhance personal
5 and/or professional growth through such specific activities as study, travel,
6 independent project or other disciplined pursuit. A written report
7 summarizing such activities and their impact upon one's personal and/or
8 professional growth must be submitted to the Assistant Superintendent,
9 Educational Services, upon return from such leave.

10 2. Eligibility Permanent unit members employed by Oxnard School
11 District for at least seven (7) consecutive years preceding leave with the last
12 three evaluations being satisfactory or above. A unit member who has been
13 granted a leave cannot reapply for another seven (7) years. No more than
14 three (3%) percent of unit members will be granted such leave in any one
15 year.

16 3. Approval: Approval of leave is discretionary with the governing
17 board; the unit member's application must indicate the program the unit
18 member will engage in to benefit the District and/or teacher professionally.

19 4. Compensation The unit member on leave will be paid the difference
20 between his/her annual salary and the salary at Class C, Step 5. The unit
21 member may continue fringe benefit coverage at his/her own expense. The
22 unit member must post a bond to assure service of at least one year
23 following return from the leave. The amount of the bond shall equal the
24 difference between the unit member's salary and Class C, Step 5 salary.
25 The year on leave does not count toward salary schedule advancement.

26 5. Length of Leave Normally such leaves shall be for one complete
27 year. Applications for less than one year will be granted only if the unit
28 member's program has special merit.

29 6. Outside Employment The purpose of the leave is to refresh one's
30 perceptions and enhance growth; it is not encouraged to engage in
31 employment. Outside employment, therefore, is permitted only if it is
32 incidental to the leave and necessary for support or if it is approved as part
33 of the unit member's application and program. Under no circumstances
34 may the unit member engage in classroom teaching of one-half (1/2) time
35 or more.

36 **LEAVES FOR BILINGUAL TEACHERS**

37 The Oxnard School District (hereafter "District") and the Oxnard
38 Educators Association (hereafter "Association") wish to attract and to retain

1 qualified bilingual teachers. The parties recognize that a shortage of
2 bilingual teachers combined with legal requirements for a bilingual
3 education program substantially limit the opportunities of bilingual teachers
4 to transfer to monolingual classrooms.

5 With reference to the above considerations, the parties hereby agree as
6 follows:

7 1. Subject to the terms, conditions, and limitations outlined below,
8 teachers with a bilingual certificate or credential shall be allowed to transfer
9 to an English-only classroom for a period of one school year and, thereafter,
10 to return to a bilingual classroom.

11 2. In order to be eligible for such transfer, the teacher must:

12 a. Possess a current bilingual credential or certificate.

13 b. Have completed five (5) consecutive years of credited
14 service in a full-time assignment to an Oxnard School District
15 bilingual classroom; such years must be actual years of
16 credited service -- a year's leave of absence will not count.

17 c. Submit a written request for one year transfer to English-only
18 classroom by March 15 of the year preceding the school
19 year for which transfer is requested.

20 3. For eligible teachers as described above, the leave or leaves shall
21 be granted for not to exceed three percent (3%) of the total number of
22 teachers with bilingual credentials or certificates assigned to bilingual
23 classrooms as of March 15 preceding the start of the new school year; by
24 way of example, on March 15, 1993 sixty-two teachers with bilingual
25 credentials were assigned to bilingual classes; three percent of sixty-two
26 equals 1.86; rounded off to the nearest whole number, this would allow two
27 teachers with bilingual credentials to be assigned to English-only
28 classrooms for the 1993-94 school year. If the number of eligible teachers
29 applying exceeds the three percent cap, such teachers will be ranked in
30 descending order by total number of consecutive years of full-time credited
31 service in Oxnard School District bilingual classrooms. Ties will be broken
32 on the basis of District seniority. Ranking will be used as a basis to award
33 the transfers up to the three percent cap; the teacher with the greatest
34 number of total consecutive years being awarded the transfer and similarly
35 with the next teachers in descending order until the cap is reached.

36 For future years, eligible teachers will be ranked on the same basis
37 except that the transfer shall be awarded to the eligible teacher who has

1 least recently or never taken the one-year assignment to an English-only
2 classroom.

3 4. Teachers approved for transfer under the provisions of this
4 agreement shall apply for vacancies in English-only classrooms utilizing the
5 procedures in the collectively negotiated agreement. Transfers can only be
6 to vacant positions or positions where the incumbent teacher is on a year-
7 long leave of absence.

8 5. Upon conclusion of the one year English-only assignment, the
9 teacher shall be returned to a bilingual classroom assignment; the District
10 shall make every effort to secure an assignment in a comparable grade
11 level; however, the bilingual assignment need not be at the same school,
12 on the same track and/or in the same grade as the former bilingual
13 assignment. A returning teacher may utilize the collectively negotiated
14 transfer procedures to apply for bilingual vacancies.

15 6. The English-only "leave of absence" shall not be extended beyond
16 the one-year period. No leaves of absence or other extenuating
17 circumstances may be utilized to extend the English-only assignment even
18 if such leaves or circumstances mean that the teacher did not enjoy a full
19 year of English-only teaching.

20 7. A returning bilingual teacher who has been unable to find a bilingual
21 assignment of his or her choosing by May 1 of the preceding school year
22 shall be administratively reassigned to a bilingual classroom.

23 8. Leaves of absence may be denied if granting same would jeopardize
24 the District's compliance with state and/or federal legal requirements.

25 **ABSENCE DUE TO ASSAULT AND/OR BATTERY**

26 When absence arises out of or from job-related assault and/or
27 battery, the unit member shall not forfeit any sick leave or personal leave if
28 verified by a licensed physician indicating inability to perform the required
29 duties. Absence shall be allowed for a maximum of five (5) days following
30 the expiration of worker's compensation benefits.

31 **ASSOCIATION LEAVE**

32 1. Definitions:

- 33 a. "Association representative" shall mean Association
34 President, or his or her designees to represent the interests
35 of the Association.
- 36 b. "Association leave" is hereby defined as leave used by an
37 Association representative at the direction of the Association

- 1 President or his or her designee for the conduct of
2 Association business.
- 3 c. "Paid Association Leave" shall be leave days granted by the
4 District to Association representatives where the District will
5 bear the expense of any substitute for each day of released
6 Association leave granted.
- 7 d. For the purposes of this Article only, "Association President's
8 designee" shall be any Association representative or unit
9 member whom the President has designated to act on his or
10 her behalf, provided the President has given the Assistant
11 Superintendent of Human Resources notice of such
12 designation, prior to the taking of any action by such
13 designee in the place of the President, confirmed in writing
14 within 24 hours of the designation.

15 2. Each school year the Association President shall be provided with
16 Paid Association Leave equal to eighty (80) percent of the President's duty
17 year. The District will pay the costs, including pro rata fringe benefits, to
18 cover thirty (30) percent of the leave. The Association will pay the costs,
19 including pro rata fringe benefits, to cover fifty (50) percent of the leave,
20 which will be for the purpose of conducting Association business. The
21 amount billed to the association will be based upon Column B, Step 1 of the
22 OEA salary schedule as of September 1 of each year. Prior to the first day
23 of each school year the Association President shall meet with the Assistant
24 Superintendent of Human Resources to discuss the eighty (80) percent
25 leave through the course of the school year and how the remaining twenty
26 (20) percent of the work days will be fulfilled. The President's assigned
27 position will be held for him/her for up to two consecutive years. After that,
28 the "Return from Leave" section (at the beginning of Article VI, Leaves of
29 Absence) shall apply.

30 3. Each school year Association representatives, when authorized by
31 the President, may utilize up to a maximum of fifty (50) days of Paid
32 Association Leave to conduct the business of the Association. The District
33 shall provide additional Paid Association Leave for a maximum of six
34 Association bargaining team members for the purpose of preparing for and
35 conducting collective bargaining.

36 4. The Association may purchase a maximum of fifty (50) additional
37 leave days for Association business by paying the cost of a substitute for
38 each day purchased. The Association may use such additional days for

1 tasks including but not limited to (a) unit members working in year-round
2 schools to attend Association (including CTA and NEA) meetings and
3 training sessions; and (b) the representation of unit members or the
4 Association in grievances to enforce the terms and conditions of this
5 collective bargaining agreement.

6 /
7 /
8 /
9 /
10 /
11 /
12 /
13 /
14 /
15 /

ARTICLE VII: TRANSFERS AND REASSIGNMENTS

1. **DEFINITIONS** A “transfer” is a change by a bargaining unit member from one school/work site to another within the District. Changes in the assignment of a bargaining unit member assigned to more than one school site and changes in the assignments of special education teachers or resource teachers to coincide with individual school enrollment and/or needs are not considered transfers. A transfer may be requested by a bargaining unit member or initiated by the District.

A “reassignment” is a change by a bargaining unit member from one assigned class to another within a single work site. A “reassignment” may be initiated by the District or may be requested by the bargaining unit member. To insure flexibility of operations, initial assignments are within the sole discretion of the District.

2. POSTING OF VACANCIES**School Site Vacancies:**

- a. The principal or his/her designee shall email all vacancy announcements to each site bargaining unit member with a minimum of two working days (excluding SIP days) for applying.
- b. At the close of the deadline, the principal will consider all applications and follow contract procedures listed in Article VII: Transfers and Reassignments.

District-wide Vacancies:

The District administration shall provide a list of known vacancies to all bargaining unit members and work sites when the first official vacancy announcement is made no later than the third Monday in April unless mutually agreed upon by the District and the Association. The filling of all district positions shall be held until master schedules have been submitted to HR and shared with staff. The District will inform all bargaining unit members via email and vacancies will be posted on the District website. All bargaining unit members on an extended leave shall be notified of any vacancies via OSD email provided they have left a request to be notified with the District office prior to the beginning of their district approved leave. Bargaining unit members shall be notified of additional vacancies using the procedures listed above (Article VII: Section 2, School Site Vacancies and District-wide vacancies).

All postings shall include the closing date for filing. The closing date for current bargaining unit members shall be no less than three (3) working days after posting unless the District can demonstrate an unanticipated

1 need to fill the vacancy sooner. No posting or solicitation shall be made
2 outside the District for any vacancy until it has been posted within the
3 District for three (3) working days. After three (3) working days, the District
4 is free to interview and/or hire employees from outside the District.
5 Vacancies that occur after the last day of instruction will be flown district
6 wide for three (3) working days. These vacancies will first be filled by site
7 teachers in order of seniority. If no site transfers are requested, the vacancy
8 will be filled in accordance with Article VII, Section 3, Criteria for Filling
9 Voluntary Transfers and Reassignments.

10 If a bargaining unit member is displaced, the affected bargaining unit
11 member may apply for vacancies District wide during the displaced teacher
12 pool. The displaced teacher pool will occur after the first round of District
13 wide transfers. If a displaced bargaining unit member chooses not to select
14 a position in the displaced pool, they may apply for District wide vacancies
15 as per the collective bargaining agreement.

16 Transfer applications shall be addressed to specific vacancies;
17 transfer requests not so addressed may be disregarded, and the unit
18 member shall be so notified. All applicants shall receive written/email notice
19 as to whether or not they received the position for which they applied. A
20 bargaining unit member who does not receive a requested transfer shall be
21 given the reasons in writing within five (5) days, if requested.

22 **3. CRITERIA FOR FILLING VOLUNTARY TRANSFERS AND**
23 **REASSIGNMENTS** The following criteria shall be used in consideration of
24 transfer or reassignment requests:

- 25 a. Legal requirements of the District;
- 26 b. Credential(s), individual training, experience directly related to
27 the position;
- 28 c. Skills in areas which are secondary to the regular assignment
29 (i.e. computers, music);
- 30 d. When all of the above are equal, seniority in the District shall
31 prevail;
- 32 e. Educational needs of the school or department to which the unit
33 member is transferred or reassigned;
- 34 f. Bargaining unit member's preference.

35 **4. CRITERIA FOR FILLING INVOLUNTARY TRANSFERS OR**
36 **REASSIGNMENTS** Involuntary transfers or reassignments may be
37 initiated by District management when necessary or appropriate. In
38 implementing such transfers or reassignments the District shall not act
39 arbitrarily, capriciously, or without basis in fact and shall follow and apply
40 any or all of the criteria listed below:

- 1 a. Legal requirements of the District;
- 2 b. Credential(s);
- 3 c. Seniority in the District;
- 4 d. Educational needs of the school or department to which the unit
- 5 member is transferred or reassigned;
- 6 e. Bargaining unit member's preference.

7 In the event of such transfer or reassignment, the bargaining unit
8 member shall be advised of the reasons therefore, in writing seven (7)
9 calendars days prior to the transfer or reassignment.

10 5. **THE FIRST DAY OF INSTRUCTION** Vacancies which occur on
11 or after the first day of the instructional school year, notwithstanding any or
12 all of the above provisions, will be filled through one of the following
13 alternatives:

- 14 (a) Hiring of temporary employees or probationary employees; or
- 15 (b) Contract procedures outlined above

16 In the event the District utilizes option (a) above, the vacancy shall
17 be posted and filled for the ensuing school year pursuant to applicable
18 contract procedures outlined in Sections 1 through 4 above. The temporary
19 or probationary employee filling the vacancy shall have no rights to said
20 position and the employee will be notified of this at the time of hire.

21 6. **PAID ASSISTANCE FOR MOVING** A bargaining unit member
22 (a) whom the District involuntarily transfers to another school site after the
23 first student instructional day; (b) who has been displaced and is returning
24 to his/her original school site after the first student instructional day; or (c)
25 who was released from employment pursuant to a Reduction in Force, who
26 accepted a temporary assignment and accepts re-employment to a
27 permanent or probationary assignment after the first student instructional
28 day shall, upon request, be provided assistance in moving his/her personal
29 and classroom materials and receive one (1) day of student free preparation
30 time, and receive up to sixteen (16) hours compensation, paid at the current
31 hourly rate; (d) If a bargaining unit member's class is involuntarily moved
32 from one location to another location within the same work site, he/she shall
33 be provided assistance in moving his/her personal and classroom materials
34 and will receive up to sixteen (16) hours compensation, paid at the current
35 hourly rate.

36 7. **SPECIAL EDUCATION CLASSES** Any special education class that
37 is transferred to a new school site, the current teacher is automatically
38 transferred with that class. In the event a new special education class is

1 formed (different grade level(s) and/or classification, etc.) at the former
2 school site, the teacher who transferred with his/her class may apply for the
3 new position.

4 8. **NEW-HIRES** Notwithstanding any provision of this Agreement to the
5 contrary, once assigned, any newly hired or re-hired teacher shall be
6 ineligible to exercise transfer or reassignment rights described herein during
7 his/her first year of contract service with the District. A first-year
8 probationary teacher or rehired teacher may apply for available openings at
9 the end of his/her first year of employment, as openings occur for the
10 following year.

11 9. **GRADE LEVEL REDESIGNATION OR ADDING/DELETING OF**
12 **CLASSES** The following procedures are to be followed in reassigning
13 certificated staff who are affected by grade level re-designation or
14 adding/deleting of class(es) at a particular grade level at the elementary
15 level and content area at the intermediate level:

16 **9.1 Elementary Level**

- 17 a. The District will inform the elementary principal with staff
18 allocation for the next school year by the first week in
19 April.
- 20 b. The administration at the elementary level will designate (i.)
21 Transitional Bilingual Education (TBE) classes, (ii.) special
22 education classes, (iii.) combination classes, (iv.)
23 number of classes at each grade level; and (v) DLI Classes.
- 24 c. If the allocation produces a reduction in staff, (where there
25 are fewer positions than bargaining unit members on
26 site) the principal will first ask for volunteers to be
27 displaced. The most senior volunteer will be displaced.
28 If there are no volunteers, the least senior
29 bargaining unit members (according to District seniority)
30 regardless of grade level, will be considered involuntarily
31 “displaced.” These least senior involuntarily “displaced”
32 bargaining unit members will have the right to reapply to the
33 school site after the “unassigned” bargaining unit members
34 at the site have had the opportunity to apply for School Site
35 Vacancies as per Article VII: Transfers and Reassignments,
36 Sections 2 and 4.

- 1 d. After site allocation, where there is a deletion of a class at a
2 grade level, the least senior bargaining unit member at the
3 affected grade level will be considered “unassigned.” (The
4 deletion of a class at a grade level may not reduce the
5 number of bargaining unit positions at a site. This
6 leaves the teacher “unassigned” rather than
7 “displaced.”) The unassigned bargaining unit member
8 will then have the opportunity to apply for any open positions
9 as per School Site Vacancies (Article VII: Transfers and
10 Reassignments, Sections 2 and 4).
- 11 e. Should a bargaining unit member choose not to accept a
12 position on site or there are no unstaffed positions at that
13 school site, he/she will be considered involuntarily
14 “displaced.” The displaced bargaining unit member’s
15 options, at that point, will be to apply for openings that
16 occur with the District.
- 17 f. If a bargaining unit member is displaced, the affected
18 bargaining unit member may apply for vacancies District-
19 wide, within two (2) days, as they occur, prior to those
20 vacancies being made available for transfer to all other
21 bargaining unit members.
- 22 g. Before the first day of instruction the involuntarily displaced
23 bargaining unit member shall have first priority to return to
24 their original site and/or similar position should it become
25 available and before it is advertised District-wide.

26 9.2 Intermediate Level

- 27 a. The District will inform the intermediate principal with staff
28 allocation for the next school year by the first week in
29 April.
- 30 b. The administration at the intermediate level will designate
31 the number of classes at each grade level and the number of
32 content area sections in general education, special
33 education, and ELD.
- 34 c. If the re-designation or deletion of classes produces a
35 reduction in staff, the least senior bargaining unit members
36 (according to District seniority) in that content area
37 regardless of grade level, will be considered involuntarily
38 “displaced.” Before displacing any teacher, the principal

- 1 will ask for volunteers in that subject area to be
2 displaced. The most senior volunteer will be displaced.
- 3 d. The administrator will conference with each certificated
4 bargaining unit member affected by re-designation or
5 deletion of classes, starting first with the most senior
6 bargaining unit member. Any open positions will be posted
7 and filled as School Site Vacancies (Article VII: Transfers
8 and Reassignments, Sections 2 and 4).
9 At the intermediate level, the most senior bargaining unit
10 member that is involuntarily displaced may “bump” the
11 least senior bargaining unit member in another content
12 area if they have the credential and if they meet the
13 “highly qualified” standard under NCLB for that
14 subject area.
- 15 e. Should a bargaining unit member choose not to accept a
16 position on site or there are no unstaffed positions at that
17 school site, he/she will be considered involuntarily
18 “displaced.” The displaced bargaining unit member’s
19 options, at that point, will be to apply for openings that occur
20 with the District.
- 21 f. If a bargaining unit member is displaced, the affected
22 bargaining unit member may apply for vacancies District-
23 wide, within two (2) days, as they occur, prior to those
24 vacancies being made available for transfer to all other
25 bargaining unit members.
- 26 g. Before the first day of instruction, the displaced bargaining
27 unit member shall have first priority to return to their original
28 site and/or similar position should it become available and
29 before it is advertised District-wide.

30 9.3 Elementary and Intermediate Levels:

- 31 a. After site vacancies have been posted (per Article VII:
32 Transfer and Reassignment, Section 2 and 3) for two (2)
33 days, Supplemental Support Providers will be given
34 consideration (per Article VII: Transfers and Reassignment,
35 Section 3: Criteria for Filling Voluntary Transfers or
36 Reassignments) for any remaining vacancies at that site.
37 This will occur prior to posting the vacancy/position District-
38 wide.

- 1 b. Bargaining unit members who are involuntarily displaced or
2 unassigned five days prior to the beginning of the first day
3 of the school year shall be involuntarily transferred by the
4 District and assigned by the Assistant Superintendent of
5 Human Resources. Bargaining unit members who have
6 been involuntarily transferred shall have the right to
7 continue to apply for vacancies as they occur until the
8 transfer deadline per Article VII: Transfers and
9 Reassignments, Sections 2, 4 and 6.
- 10 c. After all displaced and unassigned bargaining unit members
11 are assigned, bargaining unit members who have the right
12 under the law to be rehired, shall be allowed to apply for any
13 vacant positions before outside applicants are hired.
- 14 d. When a combination class is divided into two individual
15 classes (i.e., a 2/3 combination class becomes a straight 2nd
16 grade or straight 3rd grade), the bargaining unit member of
17 the combination class has the choice as to which grade
18 levels he/she will teach. The remaining class will be
19 considered an open position and will be filled according to
20 the provisions of the contract in Article VII: Transfers and
21 Reassignments, Section 2 and Section 3.
- 22 e. Classes resulting in deleting part of a combination and
23 making it one grade level class are not considered changes
24 and, therefore, the bargaining unit member is not affected.
25 (Example: bargaining unit member of a 2/3 has the 3rd
26 grade portion dropped, making it a straight 2nd grade. This is
27 not considered to be a change where the bargaining unit
28 member is significantly affected.)

29 10. **SITE MENTOR TEACHER SELECTION PROCEDURES:**

30 The District will utilize the following process for the filling of Site Mentor
31 Teachers.

32 a. The Site Selection Committee for the school site positions
33 shall be comprised of the principal and two (2) members of the site
34 Leadership Team.

35 b. The filling of the vacancy shall be for one year. The candidate
36 shall be selected by the principal, with input from the two members of the
37 Leadership Team. The candidate will be selected based on credentials,
38 experience/training applicable to the position, relevant coursework in major,

1 minor and post-graduate training. Seniority shall be the overriding factor
2 when choosing among candidates with similar qualifications.

3 /
4 /
5 /
6 /
7 /
8 /
9 /
10 /
11 /
12 /
13 /
14 /
15 /
16 /
17 /
18 /
19 /
20 /
21 /
22 /
23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /

ARTICLE VIII: FULL INCLUSION

1. Any unit member who will be impacted by full inclusion shall receive prior notification.

2. The District shall not deny to any unit member assigned to a full inclusion class the right to transfer to a vacant position under the provisions of Article VIII of this Agreement.

3. With the exception of emergency situations, only qualified nurses, aides to the physically handicapped or other qualified school personnel shall be the individuals that provide and conduct necessary medical procedures (such as clean intermittent catheterization, injections, suction, gavage feeding and drainage). Unit members, other than qualified nurses, aides to the physically handicapped and other qualified school personnel, shall not be required to perform any routine medical procedure on a student. Unit members may perform emergency medical procedures on a student only when the life of the student is threatened. To meet unforeseen circumstances, the Full Inclusion Planning Team referred to in paragraph 6 of this Article shall recommend to the administration an individual to be trained to perform emergency medical procedures on students at the school site.

4. Unit members impacted by full inclusion shall be provided specialized training necessary for successful implementation. This training shall include three days of staff development/training for unit members with identified full inclusion pupils. Such staff development shall be on release time or compensated at the Schedule II rate of pay.

5. Unit members whose number of annual duty days is extended in order to plan and implement a full inclusion program shall be compensated at the Schedule II rate of pay for those days.

6. A Full Inclusion Planning Team consisting of the full inclusion special education teacher, the general education teacher with identified full inclusion pupils, the school psychologist, the site administrator, and other appropriate support staff shall be organized at each site with identified full inclusion pupils to work in conjunction with special education administrators and support staff at the District level.

7. Each full inclusion site shall annually receive an additional allocation of up to \$700.00 per full inclusion pupil per site to provide materials and support planning and implementation of the full inclusion program. The maximum annual allocation per site shall not exceed

1 \$2,100.00. The Full Inclusion Planning Team shall determine the utilization
2 of such funds to support full inclusion at their site.

3 8. Appropriate release time shall be allocated to unit members who are
4 teachers of identified full inclusion pupils to provide planning time with the
5 full inclusion special education teacher and other support personnel. Each
6 full inclusion site shall be supported with a full inclusion special education
7 teacher.

8 9. At minimum, the following factors shall be considered in the
9 determination of the class size/case load of a special day class unit member
10 who has been assigned one or more full inclusion students: the number of
11 full inclusion students assigned to the unit member, available release time,
12 and use of instructional assistants.

13 10. A full inclusion student shall be counted as two students in the
14 regular education classroom count, reducing the normal class size by said
15 count. When the total number of full inclusion students reaches 30
16 districtwide, the provisions of this paragraph shall be subject to negotiations
17 as soon as practical.

18 11. For the purposes of this article, a "full inclusion student" means a
19 student, enrolled in one of grades K-8, (1) identified by the IEP team as
20 having a disability defined by federal and state special education laws and
21 regulations and requiring intensive special education and regular education
22 modifications in order to participate within the regular classroom program
23 for all or nearly all of the day, (2) who has been previously enrolled in a
24 special day class or requires a similar intensity of service to implement the
25 IEP goals in the regular education setting, and (3) is not otherwise identified
26 and served through Low Incidence Programs for the Visually Impaired,
27 Hearing Impaired, Severely Orthopedically Impaired, or Multi-handicapped.

28 12. For the purposes of this article, "full inclusion site" means a school
29 site with at least one full inclusion student.

30 /
31 /
32 /
33 /
34 /
35 /
36 /

ARTICLE IX: EVALUATION

PREAMBLE The parties agree that teacher evaluation should be based on research-based professional teaching standards. The District's teacher evaluation system shall be based on the California Standards for the Teaching Profession and shall provide alternative evaluation methods for eligible permanent teachers.

The parties further agree that the purposes of teacher evaluation are (1) to provide quality assurance through accountability provisions, and (2) to provide direction for the improvement of teaching through staff development and professional growth opportunities. Therefore, the evaluation system set forth in this Article differentiates among the various stages of teaching development in order to ensure an objective and fair assessment of performance.

Although the District and the Association acknowledge the various stages of teaching development, the evaluation system expects a skilled level of teaching from classroom teachers that all must exhibit. The two parties also acknowledge the importance of teacher support for the purpose of improving teaching and enhancing student learning at each stage of teaching development. This support system shall include positive interventions and resources for teachers throughout the evaluation process.

Finally, the two parties are committed to evaluator training to achieve consistent judgments about performance, based on the California Standards for the Teaching Profession.

GENERAL PROVISIONS APPLICABLE TO PERMANENT AND NON-PERMANENT UNIT MEMBERS

1. Glossary
 - a. "Alternative Evaluation" or "Alternative Evaluation Method" means any evaluation method other than Standard Evaluation approved by the District and the Association for the relevant evaluation cycle.
 - b. "CSTP" means the California Standards for the Teaching Profession.
 - c. "Day" means an instructional day, unless otherwise specified herein.
 - d. "Eligible Teacher" means a permanent teacher (i) who has a minimum of three (3) years in permanent teaching status in the District and (ii) who has in each evaluation cycle in which he or she has been evaluated during the three (3) year

- 1 period as a permanent teacher in the District
2 immediately prior to the evaluation year under consideration
3 received final performance summary evaluations of
4 “Maturing” or above in each CSTP standard evaluated.
- 5 e. “Evaluator” means a unit member’s school principal, assistant
6 principal, or administrative supervisor possessing an
7 administrative services credential.
- 8 f. “Informal Observation” means classroom observation of a
9 unit member by an Evaluator of a duration not to exceed
10 fifteen (15) minutes.
- 11 g. “Final Evaluation Summary Report” means the final
12 evaluation summary report prepared by a unit member’s
13 Evaluator prior to the close of the school year. Each Final
14 Evaluation Summary Report shall contain both numerical
15 ratings and a narrative summary explaining the numerical
16 ratings.
- 17 h. “Formal Observation” means evaluation using classroom
18 visits by a unit member’s Evaluator. Each visit shall be of a
19 duration sufficient to observe and assess the unit member’s
20 Instructional program and planning for the period covered by
21 the observation, but no longer than the length of the lesson
22 agreed (for non-permanent unit members) or selected by the
23 unit member (for permanent unit members) for observation.
24 Such observation of the work of a unit member shall be
25 conducted openly and with full knowledge of the unit
26 member and on no less than three (3) days’ notice. The use
27 of eavesdropping, closed-circuit television, public
28 address or audio systems and similar surveillance devices
29 shall be strictly prohibited.
- 30 i. “Standard Evaluation” means Formal Observation.
- 31 2. This Article shall outline the procedure for conducting teacher
32 evaluations. The evaluations of District teachers shall be based on the
33 CSTP. Notwithstanding the immediately preceding sentence, or in any
34 other provision in this Article, CSTP 6 shall not be evaluated in any Formal
35 Observation and shall not be included in any Final Evaluation Summary
36 Report for Standard Evaluation or Alternative Evaluation.

1 3. Specific protocols and forms used for evaluations under this Article
2 shall be those agreed to by the District and the Association. Any such forms
3 shall be an addendum to this Agreement.

4 4. District administrators shall be trained in a timely and consistent
5 manner to insure consistent and objective implementation of the
6 evaluation procedures set forth in this Article. The District shall also provide
7 workshops to assist unit members in preparing for evaluations.

8 5. Informal Observation of a unit member shall be permitted on any duty
9 day without advance notice to the unit member.

10 Grievances: Unit members may grieve only those evaluations that
11 result in a Final Evaluation Summary Report rating of "Developing"
12 (permanent unit members only) or "Unsatisfactory," subject to the
13 conditions outlined below.

14 a. Grievances shall not be permitted with respect to evaluations
15 that are part of a statutory 90-day notice or 45-day notice
16 under Education Code Section 44938;

17 b. Unit members who grieve evaluations shall concurrently
18 proceed with improving noted deficiencies while the
19 grievance procedure is being utilized; and

20 c. Timelines contained herein shall have no force or effect
21 insofar as the statutory dismissal procedures relate to the
22 rights either of the District or the unit member.

23 **NON-PERMANENT UNIT MEMBERS** Non-permanent teachers must
24 achieve successful evaluations in all CSTP standards evaluated under this
25 Article before they may be awarded permanent status. For purposes of this
26 Article, a rating of "Developing Practice" (i.e., a rating of 2) for a non-
27 permanent teacher shall be considered a successful evaluation. Non-
28 permanent unit members shall be evaluated each school year using
29 Standard Evaluation.

30 Establishing Evaluation Criteria

31 1. For each evaluation cycle, each non-permanent unit member and
32 his/her Evaluator will meet and mutually agree upon a CSTP 6: Plan for
33 Developing as a Professional Educator. The non-permanent unit member
34 and his/her Evaluator shall also review the CSTP and shall agree upon the
35 lesson plan to be observed by the Evaluator. Non-permanent teachers shall
36 be evaluated in two cycles, one for each year of non-permanent status. In
37 Cycle 1, evaluation of the non-permanent teacher shall focus upon CSTP

1 2, 4, and 5. In cycle II, evaluation of non-permanent teachers shall focus
2 on CSTP 1, 3, and 5.

3 2. Evaluation criteria shall be set forth in writing, using the form for that
4 purpose attached as an addendum to this Agreement.

5 3. For each year, the deadlines for establishing evaluation criteria
6 under paragraphs 1 and 2 of this subsection shall be established within 30
7 calendar days from the start of the school year or of the commencement of
8 duties.

9 Standard Evaluation

10 1. Standard Evaluation shall entail at least two Formal Observations
11 per annual evaluation period. Formal Observations should begin
12 approximately one month after the setting of evaluation criteria and should
13 conclude no later than ten (10) days prior to the Final Evaluation Summary
14 Report. Formal Observations shall not be undertaken during the week
15 preceding a school holiday break consisting of five (5) or more days.

16 2. Successful completion of a Formal Observation shall be determined
17 by a numerical rating, substantiated by a narrative summary of the rating.

18 Points shall be attributed as follows:

Unit member's use of specific elements in standard	Rating	Points Allocated
Consistent	Exemplary Practice	4
Frequent	Meeting Standard	3
Occasional	Developing Practice	2
Rare or Nonexistent	Unsatisfactory	1

26 3. After each Formal Observation, the Evaluator shall present a written
27 report of the observation to the unit member within five (5) days following
28 the observation. A post-observation conference shall be held within seven
29 (7) days following the observation to discuss and review the observation
30 and/or report. Within five (5) days thereafter, the unit member shall sign the
31 report indicating only that he/she has read the report, understands it and
32 has been given the opportunity of responding to it in writing; the signature
33 does not necessarily indicate the unit member's agreement with the
34 evaluation. Within the same five (5)-day period described in the
35 immediately preceding sentence, the unit member may submit a written
36 response to the report, and such written response shall be attached to the
37 report and become a permanent part thereof.

1 4. Where a non-permanent unit member receives a rating of
 2 Unsatisfactory (1) for any CSTP standard in his/her first Formal Observation
 3 in the school year, the Evaluator shall
 4 disclose in writing specific areas in which improvement is needed. The unit
 5 member and his/her Evaluator shall develop a performance improvement
 6 plan which shall include additional Formal Observations at intervals set forth
 7 in the performance improvement plan. The unit member shall take
 8 affirmative action to improve in the areas noted by the Evaluator.

9 **Final Evaluation Summary Report**

10 1. A Final Evaluation Summary Report shall be submitted to the unit
 11 member no later than thirty (30) calendar days preceding the close of the
 12 school year. Within seven (7) days following the submission of the Final
 13 Evaluation Summary Report to the unit member, the Evaluator and unit
 14 member shall meet to review the report. Within five (5) days thereafter, the
 15 unit member shall sign the report indicating only that he/she has read the
 16 report, understands it and has been given the opportunity of responding to
 17 it in writing; the signature does not necessarily indicate the unit member's
 18 agreement with the evaluation. Within the same five (5)-day period
 19 described in the immediately preceding sentence, the unit member may
 20 submit a written response to the report, and such written response shall be
 21 attached to the report and become a permanent part thereof.

22 2. Final Evaluation ratings shall be determined as follows:

Ratings for each CSTP Standard	Final Evaluation Rating
2 or above (i.e. Developing Practice or above for each CSTP standard)	Meets or Exceeds
1	Unsatisfactory

27 3. A non-permanent unit member who receives a rating of
 28 "Unsatisfactory" (i.e., a numerical rating of 1) on his/her Final Evaluation
 29 Summary Report must develop a performance improvement plan. Such
 30 performance improvement plan shall emphasize support for the unit
 31 member's professional development. The unit member shall be
 32 reevaluated the following year. In addition, any non-permanent teacher
 33 receiving a rating of "Unsatisfactory" in any of CSTP 2, 4, or 5 in Cycle 1 will
 34 be re-evaluated on such standard(s) in Cycle II in addition to the other
 35 required standards for Cycle II-

36 4. A unit member receiving an "Unsatisfactory" rating on a Final
 37 Evaluation Summary Report must participate in the PAR program.

1 **PERMANENT UNIT MEMBERS** Permanent teachers shall be evaluated at
2 least once every other school year. Permanent teachers with a least ten
3 (10) years in the District, who earned an overall final evaluation rating of 4,
4 “Exemplary”, may be evaluated at least once every four (4) school years,
5 with prior consent of the evaluator and unit member. Consent for an
6 evaluation cycle beyond every other year may be withdrawn at any time by
7 either the teacher or the evaluator.

8
9 The parties recognize that permanent unit members who have consistently
10 demonstrated a skilled level of teaching may benefit from evaluation
11 methods more specifically tailored to their professional needs and goals.
12 Therefore, Eligible Teachers may select an Alternative Evaluation Method,
13 subject to the provisions of this Article.

14 Establishing Evaluation Criteria

15 1. For each evaluation cycle, each permanent unit member and his/her
16 Evaluator will meet and mutually agree upon a CSTP 6: Plan for Developing
17 as a Professional Educator. The unit member and his/her Evaluator shall
18 also meet and mutually agree upon evaluation criteria. Where Standard
19 Evaluation is to be used, the permanent unit member and his/her Evaluator
20 shall review the CSTP. Permanent teachers subject to Standard Evaluation
21 and their Evaluators shall agree upon two CSTP standards upon which
22 evaluation shall be based. If the unit member and his/her Evaluator are
23 unable to agree upon two CSTP standards, then each party shall select one
24 CSTP standard.

25 2. Evaluation criteria shall be set forth in writing, using the form for that
26 purpose attached as an addendum to this Agreement.

27 3. For each year, the deadlines for establishing evaluation criteria
28 under paragraphs 1 and 2 of this subsection shall be established within
29 thirty (30) calendar days of the beginning of the school year or
30 commencement of duties.

31 Standard Evaluation

32 1. Standard Evaluation for permanent unit members shall entail at least
33 one (1) Formal Observation per annual evaluation period. Unit members
34 may be required to undergo up to a maximum of three (3) Formal
35 Observations for the annual evaluation period, as set forth in paragraphs 3
36 and 4 of this subsection. Formal Observations should begin approximately
37 one month after the setting of evaluation criteria and should conclude no
38 later than ten (10) days prior to the Final Evaluation Summary

1 Report. Formal Observations shall not be undertaken during the week
2 preceding a school holiday break consisting of five (5) or more days.

3 2. Successful completion of a Formal Observation shall be determined
4 by a numerical rating, substantiated by a narrative summary of the rating.

5 /

6 /

7 Points shall be attributed as follows:

Unit member's use of specific elements in standard	Rating	Points Allocated
Consistent	Exemplary Practice	4
Frequent	Meeting Standard	3
Occasional	Developing Practice	2
Rare or Nonexistent	Unsatisfactory	1

15 3. After each Formal Observation, the Evaluator shall present a written
16 report of the observation to the unit member within five (5) days following
17 the observation. A post-observation conference shall be held within seven
18 (7) days following the observation to discuss and review the observation
19 and/or report. Within five (5) days thereafter, the unit member shall sign the
20 report indicating only that he/she has read the report, understands it and
21 has been given the opportunity of responding to it in writing; the signature
22 does not necessarily indicate the unit member's agreement with the
23 evaluation. Within the same five (5)-day period described in the
24 immediately preceding sentence, the unit member may submit a written
25 response to the report, and such written response shall be attached to the
26 report and become a permanent part thereof.

27 4. A unit member who receives a numerical rating of 4 ("Exemplary
28 Practice") for each CSTP standard in his/her initial Formal Observation shall
29 not be required to undergo additional Formal Observations during that
30 evaluation period.

31 5. A unit member who receives a numerical rating below four (4) for any
32 CSTP standard on his/her first Formal Observation, shall be subject to at
33 least one (1) additional Formal Observation. A unit member who receives
34 a numerical rating of 3 ("Meeting Standard") or above for each CSTP
35 standard in his/her second Formal Observation shall not be required to
36 undergo additional Formal Observations during that evaluation period.

37 6. Where a permanent unit member receives a numerical rating of 2
38 ("Developing Practice") or below in any CSTP standard for his/her first or

1 second Formal Observation in the school year, the Evaluator shall disclose
 2 in writing specific areas in which improvement is needed. The unit member
 3 and his/her Evaluator shall develop a performance
 4 improvement plan which shall include additional Formal Observations (not
 5 to exceed a total of three (3) for the entire evaluation period, taking into
 6 account any Formal Observation(s) already completed) at intervals set forth
 7 in the performance improvement plan. The unit member shall take
 8 affirmative action to improve in the areas noted by the Evaluator.

9 Final Evaluation Summary Report

10 1. A Final Evaluation Summary Report shall be submitted to the unit
 11 member no later than thirty (30) calendar days preceding the close of the
 12 school year. Within seven (7) days following the submission of the Final
 13 Evaluation Summary Report to the unit member, the Evaluator and unit
 14 members shall meet to review the report. Within five (5) days thereafter,
 15 the unit member shall sign the report indicating only that he/she has read
 16 the report, understands it and has been given the opportunity of responding
 17 to it in writing; the signature does not necessarily indicate the unit member's
 18 agreement with the evaluation. Within the same five (5)-day period
 19 described in the immediately preceding sentence, the unit member may
 20 submit a written response to the report, and such written response shall be
 21 attached to the report and become a permanent part thereof.

22 2. Final evaluation rating shall be determined as follows:

Rating for each CSTP Standard	Final Evaluation Rating
4	Exemplary
3	Meeting Standard
2	Developing
1	Unsatisfactory

28 3. A permanent unit member who receives a rating of "Developing
 29 Practice" (i.e., a numerical rating of 2) for any CSTP standard on
 30 his/her Final Evaluation Summary Report shall be re-evaluated the
 31 following year, but only in any CSTP standard(s) for which the unit
 32 member received a rating of "Developing Practice," unless the unit
 33 member elects to be fully re-evaluated. A permanent unit member
 34 who receives a rating of "Unsatisfactory" (i.e., a numerical rating of
 35 1) in any CSTP standard on his/her Final Evaluation Summary
 36 Report shall be fully re-evaluated the next year. In either case, re-
 37 evaluation shall be through Standard Evaluation in accordance with
 38 this Article.

4. A unit member receiving an “Unsatisfactory” rating on a Final Evaluation Summary Report must participate in the PAR program.

/

/

ALTERNATIVE EVALUATION

1. In lieu of Standard Evaluation, an Eligible Teacher may elect one of the Alternative Evaluation Methods approved by the District and the Association. The specific protocols and requirements for each Alternative Evaluation Method shall be established by the District and the Association. An Eligible Teacher who does not complete his/her Alternative Evaluation or who receives an overall final evaluation of “Developing” or “Unsatisfactory” will lose his/her Eligible Teacher status and will be reevaluated the following year using Standard Evaluation.

Final Evaluation Summary Report A Final Evaluation Summary Report shall be submitted to the unit member no later than thirty (30) calendar days preceding the close of the school year. Within seven (7) days following the submission of the Final Evaluation Summary Report to the unit member, the Evaluator and unit member shall meet to review the report. Within five (5) days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member’s agreement with the evaluation. Within the same five (5) day period described in the immediately preceding sentence, the unit member may submit a written response to the report and such written response shall be attached to the report and become a permanent part thereof.

2. For Alternative Evaluation, point allocation shall be as follows on the next page:

/

/

/

Rating	Level of Completion	Growth Criteria	Points Allocated
Exemplary	<ul style="list-style-type: none"> • All option requirements completed 4 • <u>Significant</u> growth* in teaching, student impact or school-community contribution • <u>Evidenced in: Artifacts/Project</u> 	4 of	4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

<u>completion and Final Self-Evaluation Summary</u>			
<hr/>			
Meeting			
Standard	<ul style="list-style-type: none"> All option requirements completed 	3	of 4
	3		
	<ul style="list-style-type: none"> <u>Satisfactory</u> growth* in teaching, student impact or school-community contribution 		
	<ul style="list-style-type: none"> <u>Evidenced in: Artifacts/Project completion and Final Self-Evaluation Summary</u> 		
<hr/>			
Developing	<ul style="list-style-type: none"> All or partial option requirements 	2	or 4
	2		
(reverts to	completed		
Standard	<ul style="list-style-type: none"> <u>Minimal</u> growth* in teaching, student 		
Evaluation in	student impact or school-community		
subsequent	contribution		
year)	<ul style="list-style-type: none"> <u>Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</u> 		
<hr/>			
Unsatisfactory	<ul style="list-style-type: none"> All or partial option requirements 	1	of 4
	1		
(reverts to	completed		
Standard	<ul style="list-style-type: none"> <u>No growth</u>* in teaching, student impact 		
Evaluation in	or school-community contribution		
subsequent	<ul style="list-style-type: none"> <u>Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</u> 		
year)			
<hr/>			

***GROWTH CRITERIA**

- 1) Activity consistently sustained throughout the year; artifacts reflect each trimester
- 2) Impact to teacher growth and student learning
- 3) Home/School connection through parent outreach, which incorporates interactive communication with families and/or contribution to the educational community
- 4) Reflects more than one CSTP (other than standard 6) or addresses all elements of a particular CSTP

3. A unit member who has elected to undergo Alternative Evaluation and receives a rating of “Developing Practice” or below (i.e., a rating of 2 or below) on a Final Evaluation Summary Report for such Alternative Evaluation shall be fully re-evaluated the next year. Re-evaluation shall be

1 through Standard Evaluation in accordance with this Article. In addition, a
2 unit member receiving an "Unsatisfactory" rating (i.e., a rating of 1) on a
3 Final Evaluation Summary Report must participate in the PAR program.

4 **PERSONNEL FILES**

5 1. The District shall maintain personnel files in accordance with
6 applicable law. Materials in personnel files of unit members are to be made
7 available for the inspection of the unit member involved. Every unit member
8 shall have the right to inspect such materials upon request and with
9 reasonable advance notice. Such review may take place during normal
10 business hours and the employees shall be released from duty for this
11 purpose without salary reduction. Upon written authorization by the unit
12 member, a representative of the Association shall be permitted to examine
13 and/or obtain a copy of nonconfidential materials in such unit member's
14 personnel file without charge.

15 2. Such material is not to include rating, reports, or records which (1)
16 were obtained prior to the employment of the person involved, (2) were
17 prepared by identifiable interviewing committee members, or (3) were
18 obtained in connection with a promotional examination. Matters which are
19 outside the scope of employment are irrelevant to the process of evaluation.

20 3. Information of a derogatory nature, except material which may serve
21 as a basis for affecting the status of a unit member's employment, shall not
22 be entered or filed unless and until the employee is given notice and an
23 opportunity to review and comment thereon. An employee shall have the
24 right to enter, and have attached to any such derogatory statement, his/her
25 own comments.

26 /

27 /

28 /

29 /

ARTICLE X: PEER ASSISTANCE AND REVIEW

PREAMBLE: The Oxnard Educators Association and the Oxnard School District strive to provide the highest possible quality of education to the students of Oxnard. Both parties agree that optimum student performance can be achieved only if there is a highly qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher. The activities shall be designed to strengthen the Participating Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards and appropriate learning environment. Therefore, the parties agree to cooperate in the design and implementation of a Peer Assistance and Review program (PAR) to improve the quality of instruction.

Peer Assistance and Review (PAR) Committee

1. The PAR committee will consist of five (5) members. Members of the PAR committee will include the Association President or designee, two (2) members selected by the Association, the Assistant Superintendent, Human Resources or designee, and one (1) other member appointed by the District. The PAR committee will establish the operational procedures of the committee, including the method for the selection of a chairperson. All decisions and/or recommendations will pass by a minimum of four votes.
2. The PAR committee will establish the meeting schedule. To hold meetings, four of the five members of the PAR committee must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the committee will be released from their regular duties without loss of pay. PAR teacher committee members will receive an annual stipend in the amount of \$2,000.
3. The PAR committee, by a minimum of four votes, will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent the Agreement has an inconsistency, the Agreement will prevail

1 and to the extent the Agreement is inconsistent with the law, the law will
2 prevail.

3 4. The PAR committee will assign the consulting teacher to a
4 participating teacher. The participating teacher has the right to meet with
5 the PAR committee to discuss the assignment of the consulting teacher
6 within two weeks of notification.

7 5. It is intended that all documentation and information related to
8 participation in the PAR program be regarded as a personnel matter, and
9 as such is subject to the personnel record exemption in Government Code
10 6250 et seq.

11 6. The PAR committee reviews the final report prepared by the
12 consulting teacher and makes a recommendation(s) to the Governing
13 Board regarding the referred participating teacher's progress in the PAR
14 program.

15 7. The PAR committee is responsible for evaluating annually the impact
16 of the PAR program in order to improve the program.

17 Participating Teachers: A referred participating teacher is a unit member
18 with permanent status who receives assistance and coaching to improve
19 instructional skills, classroom management, knowledge of subject, and
20 related aspects of teaching performance.

21 There are three (3) categories of participating teachers.

22 A. Referred Teacher Participants (RTP)

23 1. Permanent unit members who exhibit performance
24 deficiencies in the Formal Observation process, and have received a
25 "Needs Improvement" rating by the site evaluator in one or more of Parts 1,
26 2, 3 or 4 of the Standards for the Teaching Profession, may participate in a
27 Performance Improvement Plan; PAR may be one of the components of
28 any such Performance Improvement Plan.

29 2. Permanent unit members who exhibit performance
30 deficiencies and have received a "Needs Improvement" rating by the site
31 evaluator on the Evaluation of Certificated Personnel Summary Evaluation
32 Report in one or more of Parts 1, 2, 3 or 4 of the Standards for the Teaching
33 Profession, shall be required to participate in a Performance Improvement
34 Plan; PAR may be one of the components of any such Performance
35 Improvement Plan.

36 3. Permanent unit members who exhibit performance
37 deficiencies and have received an "Unsatisfactory" rating by the site
38 evaluator on the Evaluation of Certificated Personnel Summary Evaluation

1 Report in one or more of Parts 1, 2, 3 or 4 of the Standards for the Teaching
2 Profession, shall be required to participate in the PAR program as an
3 intervention.

4 4. During the period of assistance, the RTP's
5 performance relative to the PAR program shall be the joint responsibility of
6 the PAR panel and Consulting Teacher, in collaboration with the principal.

7 5. The PAR committee will forward the final report to the
8 Governing Board.

9 6. The results of the participating teacher's participation
10 in the PAR program may be used in the evaluation of the teacher pursuant
11 to Education Code Section 44660 et. seq.

12 B. Volunteer Teacher Participants (VTP)

13 1. A permanent unit member who seeks to improve
14 his/her teaching performance may request the PAR committee to assign a
15 consulting teacher to provide peer assistance. It is understood that the
16 purpose of such participation is to provide peer assistance, and that the
17 consulting teacher will play no role in the evaluation of the teaching
18 performance of a volunteer teacher participant. The VTP may terminate
19 his/her participation in the PAR program at any time without a requirement
20 to give a reason for said request. All communication and documentation
21 between the Consulting Teacher and the VTP shall be confidential and,
22 without the consent of the VTP, will not be shared with others including the
23 site principal and/or evaluator. Any documentation produced while the
24 teacher is a VTP shall be the property of the Volunteer Participating
25 Teacher.

26 2. Site evaluator must approve the VTP's participation in
27 PAR program.

28 C. Non-Permanent Teacher Participants (NPTP)

29 1. Non-permanent unit members who exhibit
30 performance deficiencies in the Formal Observation process, and have
31 received a "Needs Improvement" rating by the site evaluator in one or more
32 of the Standards upon which they are being evaluated, may be required to
33 participate in a Performance Improvement Plan; PAR may be one of the
34 components of any such Performance Improvement Plan.

35 2. The decision of the site evaluator to refer a non-
36 permanent unit member to the PAR Program will not be subject to the
37 grievance procedure presented in Article XXIII of the Agreement.

38 Consulting Teachers

1 1. A consulting teacher is a permanent unit member who
2 provides assistance to a participating teacher pursuant to the PAR program.

3 Consulting teachers will possess the following qualifications:

- 4 a. At least five (5) years of recent experience in the
5 Oxnard School District as a teacher.
6 b. Demonstrated exemplary teaching ability.
7 c. Extensive knowledge and mastery of subject matter,
8 teaching strategies, instructional techniques, and
9 classroom management strategies necessary to
10 meet the needs of students in different contexts.
11 d. Ability to communicate effectively both orally and in
12 writing.
13 e. Ability to work cooperatively and effectively with
14 others.
15 f. Familiar with the California Standards for the Teaching
16 Profession.

17 2. A consulting teacher provides assistance to a
18 participating teacher in improving instructional performance. This
19 assistance will typically include:

- 20 a. Setting and discussing performance goals with the
21 participating teacher and assist in developing a
22 performance improvement plan (PIP).
23 b. Multiple observations of the participating teacher
24 during periods of classroom instruction.
25 c. Meeting and consulting with the principal or designee
26 of a referred participating teacher.
27 d. Demonstrating good practice to the participating
28 teacher.
29 e. Using school district resources to assist the
30 participating teacher.
31 f. Monitoring the progress of the participating teacher
32 and maintaining a written record.
33 g. Making status reports to the PAR committee for a
34 referred participating teacher.

35 3. In order to fill a position of consulting teacher, the District shall
36 inform all bargaining unit members via email and posted on the District
37 website (Article VII: Transfers and Reassignments). In addition to
38 submitting an application form, each applicant is required to submit at least

1 three references from individuals who have direct knowledge of the
2 applicant's abilities to be a consulting teacher.

3 All applications and references will be treated with confidentiality and
4 will not be disclosed except as required by law.

5 4. Consulting teachers shall be selected by a minimum of four
6 votes of the PAR committee.

7 5. Consulting teachers will be trained to both offer peer
8 assistance and to understand the specific functions of the PAR program.
9 The committee will monitor and evaluate the effectiveness of the consulting
10 teacher and will make decisions regarding their continuation in the program.
11 The PAR committee may remove a consulting teacher from the position at
12 any time because of the specific needs of the PAR program, inadequate
13 performance of the consulting teacher or other just cause. Prior to the
14 effective date of such removal, the PAR committee will provide the
15 consulting teacher with a written statement of the reasons for the removal,
16 and, at the request of the consulting teacher, will meet with
17 him/her to discuss the reasons.

18 6. Expenditures for the PAR program shall not exceed revenues
19 received from BTSA funds and funds made available through the passage
20 of ABIX without mutual agreement of the parties.

21 7. The number of consulting teachers in any school year will be
22 determined by the PAR committee based upon participation in the PAR
23 program, the budget available and other relevant considerations.

24 8. The term of a consulting teacher will be four (4) years. If there
25 are two or more full time consulting teachers, their terms will be staggered.
26 A teacher may not serve consecutive terms in the position of a consulting
27 teacher. A consulting teacher may reapply after returning for one year to
28 the classroom.

29 9. In addition to the regular salary, a consulting teacher will
30 receive per diem pay for all days worked beyond the regular work year. The
31 PAR teacher's work year will include up to five (5) additional work days
32 scheduled prior to the beginning of the work year, and/or during non-
33 instructional days during or following the regular work year. The PAR
34 teacher shall receive a mileage stipend of 125 miles per month at the IRS
35 approved per diem rate for using his/her personal vehicle in performance of
36 work for the Oxnard School District.

37 10. For transfer purposes, a full-time consulting teacher will
38 maintain site rights at his/her most recent site. Consulting teachers will be

1 guaranteed a teaching position for which they are credentialed or legally
2 authorized; however, it may not be the same assignment or work site.

3 11. Full time consulting teachers shall have a caseload
4 determined by a ratio of consulting teachers to participating teachers. This
5 ratio is dependent on the amount of intervention time determined by the
6 PAR committee and consulting teachers. If the number of voluntary and
7 involuntary participants expands beyond the full-time consulting
8 teachers'(s)' capacity, part-time consulting teachers can be hired. Part-time
9 consulting teachers will receive up to twelve (12) hours of one and one half
10 the current hourly pay per month to provide afterschool assistance and may
11 request release time (up to fifteen half days) to assist during the school day.
12 All positions will be advertised district-wide and will be subject to the same
13 hiring procedures as full-time consulting teachers. A former full-time
14 consulting teacher may serve as a part-time teacher when his/her term
15 expires.

16 12. The PAR program encourages a cooperative relationship
17 between the consulting teacher and the principal with respect to the process
18 of peer assistance and review. Prior to working with a participating teacher,
19 the consulting teacher shall meet with the Referred Teacher Participant and
20 the principal to discuss the performance goals, develop the improvement
21 plan and develop a process for determining successful completion of the
22 PAR program.

23 13. The Consulting Teacher shall conduct multiple observations
24 of the RTP during classroom instruction, and shall assist participating
25 teachers by demonstrating, observing, coaching, conferencing, referring or
26 providing other activities that will assist the RTP.

27 14. The Consulting Teacher shall monitor the progress of the RTP
28 and shall provide periodic written reports to the RTP and principal for
29 discussion and review. A copy of each of the Consulting Teacher's reports
30 shall be discussed with the RTP and he/she shall receive a copy of *the*
31 *report. The Consulting Teacher shall submit a Summary Evaluation to the*
32 *Par Panel.*

33 15. The District agrees to indemnify and hold harmless the
34 Association, any Association members on the PAR committee, and
35 consulting teachers for any liability arising out of their participation in the
36 PAR program as provided in Education Code Section 44503 Subdivision (c)
37 and Government Code Section 820.2.

38 /

- 1 /
- 2 /
- 3 /
- 4 /
- 5 /
- 6 /
- 7 /
- 8 /
- 9 /
- 10 /
- 11 /
- 12 /
- 13 /
- 14 /
- 15 /
- 16 /
- 17 /
- 18 /
- 19 /
- 20 /
- 21 /
- 22 /
- 23 /
- 24 /
- 25 /
- 26 /
- 27 /
- 28 /
- 29 /

ARTICLE XI: WORKING HOURS

In negotiations leading up to this clause, the Association has emphasized the concept of professionalism. Both parties recognize the need to promote professionalism during the term of this Agreement. Professionalism carries with it both rights and responsibilities. Thus, the Association recognizes the need for district and site level committees relating to curriculum and other educational subjects and encourages its members to continue voluntarily participating in such committees.

1. All unit members will be accountable for a forty-hour (40) work week in accordance with the following provisions:

- a. Unit members shall report for duty at least fifteen (15) minutes before classes commence and, absent other responsibilities, assignments or meetings, as determined by the site administrator, shall remain at least fifteen (15) minutes after the end of their last class or period. Additionally, within the framework of a total of thirty (30) minutes, the duty hours of these employees may be adjusted by mutual agreement with the immediate supervisor. The daily dismissal time for transitional kindergarten and kindergarten students shall be the same as that of primary students.
- b. The duty-free lunch period for unit members shall be not less than thirty (30) minutes.
- c. No unit member shall be required to extend their duty/work day beyond eight (8) hours inclusive of lunch. Staff meetings will be scheduled to conclude no later than the end of the eight (8) hour day. However, a staff meeting may be extended by mutual consent between the administrator and teaching staff or during an emergency. No full-time unit member shall be required to split his/her working hours except for one Back to School Night and one Open House per year. It is understood that Back to School Night and Open House may extend the work/duty time beyond eight (8) hours that particular day. Staff meetings shall not be scheduled for the day of Back-to-School Night and Open House. There shall be no meetings held on site the day of the Back-to-School Night or

1 Open House. OSD and OEA shall collaborate to
2 define the expectations for Open House to align
3 with the District Parent and Family Engagement
4 Plan.

- 5 d. Signature on the time card will normally be accepted
6 as verification that the forty-hour (40) work week was
7 fulfilled.
- 8 e. The unit member will notify the office if the unit
9 member leaves the school site within fifteen (15)
10 minutes after termination of the instructional time.

11 **2. Preparation Period** The District shall assign each full-time sixth,
12 seventh and eighth grade teacher at the middle and K-8 level schools a
13 preparation and planning period of equivalent minutes to the standard 7th
14 and 8th grade site teaching period per day. Said period shall be primarily for
15 preparation and planning but unit members shall also be responsible for
16 carrying out assignments relating to the classroom teaching services and
17 the teaching, guidance, and safety of pupils.

18 Intermediate school teachers who volunteer to teach a class during
19 their preparation period as a regular assignment shall be compensated as
20 follows: They shall be paid for an additional 90 minutes per instructional
21 day at their applicable hourly rate of pay. The applicable hourly rate shall
22 be computed by dividing the annual salary (including anniversary
23 increments, if any) by the number of contractual days and further dividing
24 that amount by eight hours. The preparation period shall become part of
25 the unit member's teaching assignment for the school year. The unit
26 member's salary shall be temporarily adjusted for that school year to include
27 the preparation period rate of pay as part of the unit member's
28 compensation. If the unit member's assignment ends at any time during the
29 instructional year, their compensation shall be adjusted to reflect the loss of
30 the preparation period class assignment. The compensation includes
31 payment for the instructional period and an amount for preparation. The
32 District will utilize only qualified volunteers with the required credential for
33 the assignment.

34 Hourly rates set forth elsewhere in this Agreement are not affected
35 by this Section and this Section establishes no precedent nor binding
36 practice with regard to such rates except for the services defined herein.

1 needs of an unforeseen nature arise requiring adult supervision that cannot
2 be provided by other staff on campus.

3 /
4 /
5 /
6 /
7 /
8 /
9 /
10 /
11 /
12 /
13 /
14 /
15 /
16 /
17 /
18 /
19 /
20 /
21 /
22 /
23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /
31 /
32 /
33 /

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

ARTICLE XII: CLASS SIZE

1. The average class size for grades K through 3 in any school will not exceed thirty (30) students; no individual class will maintain a continuing enrollment of more than thirty-one (31) students.

2. The average class size for grades 4 through 6 in any school will not exceed thirty-five (35) students; no individual class will maintain a continuing enrollment of more than thirty-six (36) students.

3. Class size for kindergarten held in regular classrooms shall not exceed twenty-seven (27) students. A classroom designed for kindergarten students includes sinks and restrooms.

4. All Transitional Kindergarten (TK) and Combination Transitional Kindergarten/Kindergarten classes must be held in a classroom with sinks and restrooms.

5. In order to staff the seventh and eighth grades, there shall be assigned a number of seventh and eighth grade classroom teachers determined by dividing by twenty-eight point five (28.5) the total anticipated seventh- and eighth-grade enrollment. This does not include teachers or students of special classes for exceptional children, but does include the teacher of instrumental music.

6. In recognition of uncertain financing and fluctuating enrollment, the parties agree that under no circumstances shall this clause be interpreted or applied to require the hiring of additional personnel, the building, leasing, or acquiring of additional facilities, or the scheduling of double sessions.

7. Class Size Reduction: As the state provides funding for class size reduction, those classes will adhere to the state mandate.

/

ARTICLE XIII: CALENDAR

1
2 1. There will be one hundred eighty-three (183) teacher work/duty days
3 which shall include:

- 4 a. a maximum of one hundred eighty (180) “pupils in session”
5 days,
6 b. one pupil free teacher directed preparation day (no
7 meetings),
8 c. two pupil free duty/work days for staff development and/or
9 site staff meeting,
10 d. four pupil minimum days for fall parent/teacher conference,
11 e. two pupil minimum days for spring parent/teacher conference,
12 f. one teacher/pupil minimum day for Back to School Night,
13 g. one teacher/pupil minimum day the day before the
14 commencement of winter break, and
15 h. one teacher/pupil minimum day on the last instructional day
16 of the school year.

17 2. Staff Development Days

18 Certificated attendance on staff development and/or site staff
19 meeting days is mandatory for all bargaining unit members. Paid sick leave
20 will be the only paid leave allowed except for reasons stated in
21 subparagraphs (a), (b) and (c) under Personal Necessity; appropriate
22 verification may be required.

23 All staff development activities for the two pupil free days (1. c) shall
24 be site-based and shall be developed by each site, with unit member
25 involvement, unless the District determines, at its sole discretion, that it is
26 necessary to use up to one Staff Development Day per year to conduct
27 District-wide professional development. It is understood and agreed that
28 District-wide Professional Development may include Professional
29 Development offered to fewer than all District schools, so long as it is
30 offered on some other broad basis, such as by or across grade levels or
31 subject matter.

32 To assist the District in implementing District-wide professional
33 development, the District shall establish a Professional Development
34 Committee (“PDC”), comprised of District administrators, site administrators
35 and unit members. The Association shall appoint the unit members serving
36 on the PDC.

1 The PDC shall design the staff development activities for District-
2 wide professional development on the topic or topics selected by the
3 District. Such activities will be offered to each applicable school site.

4 a) Agreement was reached on the calendar for the 2023-2026 school
5 years. These calendars are attached to this Agreement and incorporated
6 herein. The parties agree to meet to reach an agreement for the 2026-2027
7 and 2027-2028 school year calendars.

8 b) For the 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-
9 2026 school years, the bargaining unit member calendar shall include three
10 (3) additional non-student, teacher work/duty days.

11 For the 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-
12 2026³³ school years, the only paid leave provisions, with appropriate
13 documentation, that will be available to unit members on the District
14 professional development days, shall be bereavement and jury duty/court
15 appearance.

16 For an illness absence on District professional development days,
17 the teacher may be required to provide a physician’s verification of the
18 illness, in order to receive salary payment.

19 Personal necessity leave shall not be available on District
20 professional development days, except as underlined in Article XIII,
21 Calendar of the OSD/OEA Collective Bargaining Agreement.

22 /
23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /
31 /
32 /
33 /
34 /
35 /
36 /

ARTICLE XIV: PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE

The District and the Association recognize that creativity and innovation are essential elements for maintaining a high quality educational program. It is in their mutual interests, therefore, to provide a vehicle to accommodate such elements within the framework of their collectively negotiated agreement. By so doing, the parties encourage flexibility without generally impinging on the need to uniformly apply the terms and conditions of the agreement; accordingly, the following conditions shall apply to partial and school-wide variances from specific written provision(s) of the collectively negotiated agreement:

1. Definitions

- (a) *“Bargaining Unit Members”* shall refer to all unit members assigned to a site at the time of the election.
- (b) *“Innovative Programs”* shall be defined as any program with the following characteristics:
- ◆ Are site based
 - ◆ Are school wide
 - ◆ Are educational in nature
 - ◆ Are designed by the teaching staff and administration of a school site
 - ◆ Are new and/or unique in approach to reaching the district’s goals

Programs that do not alter the rights or benefits of bargaining unit members as defined in the Collective Bargaining Agreement shall not qualify as “innovative programs”. Additionally, programs that are implemented on a district-wide basis shall not qualify as “innovative programs.” This paragraph shall in no way abrogate the rights provided to OEA under the EERA.

- (c) *“School-Wide Variance”* shall refer to a variance from the terms of the collective bargaining agreement that is applied to an entire school site.
- (d) *“Partial Variance”* shall refer to a variance from the terms of the collective bargaining agreement that applies to teacher groups of either grades TK-5 or 6-8 teachers at a school site.
- (e) *“Day”* as used in this Article shall refer to calendar days.
- (f) *“OEA Building Representative”*, unless otherwise specified, shall refer to the building representative for the OEA.

2. General Provisions

- 1 (a) Contract variances shall be limited to variances from the
2 following Collective Bargaining Agreement Articles:
3 ♦ Working Hours-Repackaging of instructional minutes
4 (Article XI)
5 ♦ Calendar (Article XIII)
6 ♦ Transfers and Reassignment (Article VII)
7 ♦ Class Size (Article XII)
8 ♦ Innovative Programs as defined in this Article
9 Paragraph 1(b).
- 10 (b) A variance request shall be site specific and limited to one
11 school year in duration. All variance requests must comply
12 with this Article on an annual basis.
- 13 (c) The Grievance Article (Article XXII) shall not apply to the
14 approval or denial of a contract variance. A grievance may
15 only be filed to grieve the procedural requirements of this
16 Article.
- 17 (d) Any change in working condition(s) brought about by the
18 implementation of an approved variance shall not be
19 interpreted as a violation of this agreement or as evidence of
20 a new working condition(s) separate from the agreement. Any
21 change in working condition(s) brought about by the
22 implementation of an approved variance shall not be
23 interpreted as a precedent in any manner.
- 24 (e) The School Site Principal, the administrative staff and/or the
25 Bargaining Unit Members shall not participate in coercing or
26 otherwise intimidating any administrator or bargaining unit
27 member related to a contract variance or a vote on a contract
28 variance. A bargaining unit member shall not be the subject
29 of a reprisal as a result of the member's position on a contract
30 variance issue.

31 **3. School-Wide Contract Variances**

- 32 (a) The District and/or bargaining unit members may initiate a
33 school-wide contract variance to specific written provisions of
34 the collectively negotiated agreement. Bargaining unit
35 members interested in requesting a contract variance shall
36 consult jointly with the OEA Building Representative and the
37 site administrator to review the school-wide variance
38 procedures and its application to their issue.

Article XIV: Partial and School-Wide Contract Variance

- 1 (b) In the event of a school-wide contract variance, the site
2 administrator, the OEA Building Representative and
3 interested bargaining unit members shall jointly prepare a
4 written request to waive specific provision(s) of the
5 collectively negotiated agreement. The request shall bear
6 the names and signatures of each individual that participated
7 in the drafting of the request.
- 8 (c) The site administrator and the OEA Building Representative
9 shall present the site variance proposal at a staff meeting
10 and provide an opportunity for input and discussion by those
11 present. The variance request may be revised to reflect the
12 concerns or comments received during the staff meeting.
- 13 (d) Once finalized, the variance request shall be submitted to a
14 vote of the bargaining unit members. The site administrator,
15 in consultation with the OEA Building Representative, shall
16 set a date for the election. The date of the election shall be
17 announced to the bargaining unit members at least three (3)
18 work days prior to the date of the election. The election shall
19 be completed by March 31 of the school year immediately
20 preceding implementation. The election shall occur over a
21 minimum period of five (5) work days.
- 22 (e) The election shall be conducted by secret ballot. The ballot
23 shall be the variance request with a space at the bottom that
24 permits the bargaining unit member to either approve or
25 reject the variance request. The variance election shall be
26 conducted using an OEA locked ballot box or electronically as
27 long as conducted by secret ballot.
- 28 (f) The number of affirmative votes required for the passage of
29 the proposed contract variance corresponds to no less than
30 two-thirds of the total number of OEA bargaining unit
31 members at that school site and NOT merely two-thirds of
32 the ballots placed in the ballot box. **ALL TEACHERS**
33 **(excluding any part-time temporary teachers) MAY**
34 **EXERCISE THEIR RIGHT TO VOTE REGARDLESS OF**
35 **WHETHER THEY ARE RETIRING, RESIGNING, GOING**
36 **ON A LEAVE OF ABSENCE, OR TRANSFERRING TO**
37 **ANOTHER SCHOOL, ETC.**
- 38 (g) The site administrator, or his/her designee, and the OEA

1 Building Representative shall count the ballots. Any
2 bargaining unit member may observe the counting of the
3 ballots. The ballots shall be maintained at the school site for
4 a period of no less than one (1) year.

- 5 (h) Approved variance requests (approved by a 2/3 majority
6 vote) are subject to approval by the Superintendent or
7 his/her designee(s) and the Association president or
8 designee(s). Both parties must approve for the variance to
9 become effective.
- 10 (i) A variance request that is rejected may not be re-introduced
11 for bargaining unit approval in the same school year. This
12 variance request, however, may be reintroduced the
13 following school year, provided that all provisions of this
14 Article are complied with.

15 4. Partial Contract Variances

16 A variance may be requested for teachers either in grades
17 TK-5 or 6-8 at a school site so long as the following conditions
18 are met:

- 19 (a) A request for a partial variance must comply with all the
20 procedural requirements set forth in school-wide variances.
21 Only those unit members who shall participate in the variance
22 shall participate in the election.
- 23 (b) A partial variance request may not be brought following a
24 failed attempt for a school-wide variance. In the event of a
25 failed school-wide variance, a partial variance request may
26 not be brought for the remainder of the school year. However,
27 two partial variances may be run at the same time.
- 28 (c) In no case shall a group of bargaining unit members that
29 does not participate in a partial variance be adversely
30 affected by the implementation of the partial variance.
31 Those that do not participate shall be accorded all rights
32 specified in the Collective Bargaining Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE XV: PROFESSIONAL GROWTH

1. All units of credit for advancement on the salary schedule must be semester units or equivalent and must be graduate or upper division credit with prior approval by the Board. Lower division units taken as part of a graduate course of study and critical to the teacher’s credential/certificate/program will be credited for placement/advancement on the salary schedule. Course work in reading/writing and/or conversational Spanish and computers are acceptable, and credit may be given for other lower division courses with approval of the Board.

2. All courses taken for the purpose of salary reclassification shall relate to the professional competencies and/or subject matter taught by the certificated staff within the Oxnard School District. The following are acceptable areas of study:

Education and/or psychology courses such as child guidance, special education, remedial instruction, educational administration, school and community relationships, advanced work in developmental psychology, teacher-parent relationships, and cooperation.

Additional work may be taken in English, art, music, health and physical education, science, social science, home economics, industrial or vocational arts, foreign languages, mathematics, business education, mental hygiene or psychology of the normal person, which may include methods of teaching in these fields, curriculum development, philosophy, religion, and the natural, physical and social sciences.

Additional courses taken with similar or identical descriptions shall be reviewed prior to granting credit by the District Professional Growth Committee.

/

ARTICLE XVI: SAFETY & SCHOOL CLIMATE

1. The District and Association affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with teachers and other adults at school. Teachers cannot provide the highest level of instruction and engagement to promote increased student achievement if there are frequent disruptions by students. We jointly recognize the need to work toward safe schools that are free from weapons, drugs, bullying, violence, prejudice, discrimination and disruption. To that end, the District and Association are committed to positive and consistent discipline protocols within our schools. We acknowledge that consequences must exist for behaviors that threaten the safety of others and interfere with learning. Together we are committed to promoting practices that support positive relationships and strengthen school climate to minimize interruptions and maximize student learning. To foster implementation of positive behavior interventions and supports (PBIS), the District will provide assistance to schools in the development, implementation, and evaluation of school-wide approaches. A PBIS team will be created at each school site, composed of bargaining unit members, administrator(s), paraprofessionals, and other staff members and students as appropriate. Any interested staff member will be given the opportunity to participate on the team, although the principal may limit the size of the team to ensure it functions as intended. Participation in the PBIS Team is voluntary. The school level team will be charged with the following tasks:

a. Develop site-specific plans to promote a positive school climate and high standards of student conduct;

b. Review data on school-wide safety and climate trends, identify causes, potential solutions and interventions, and recommend improvement to the school-wide plan;

c. Monitor and provide feedback to district administration on site specific discipline protocols and procedures to ensure that all staff members maintain high standards and expectations for students. Bargaining unit members who believe appropriate action was not taken may take their concerns to the team for further discussion.

2. Bargaining unit members will report in writing to their immediate supervisor, as soon as possible, any practice, condition or act which threatens the health or safety of unit members or students.

1 3. District management shall investigate the matter and take the action
2 that it deems reasonable and appropriate to correct or modify the condition.
3 After investigation, District management shall make a response to the
4 bargaining unit member concerning practice, condition, or act within 72
5 hours (three working days).

6 4. Should a Bargaining Unit Member experience an event that threatens
7 his/her health or safety, or that of his/her student, he/she will be provided
8 with time out of the classroom to debrief in a safe and supportive
9 environment. During this time, the bargaining unit member will work with the
10 PBIS team to develop a plan to move forward with a safe classroom
11 environment. Time out of the classroom will not exceed one (1) school day.

12 5. Every enclosure used for the instruction of children shall have a two-
13 way phone communication system with the office. However, any enclosure
14 that is not intended for continuous use or for the whole school year may be
15 equipped with a one-way signal device between that enclosure and the
16 office.

17 6. Any person wishing to visit a classroom for whatever purpose must
18 have prior authorization from the site administrator. When a parent or
19 guardian checks in at the office to visit a classroom, office personnel will
20 immediately notify the teacher of the classroom of the parent's intent to visit
21 the classroom. For a parent observation visit, the Bargaining Unit Member
22 can request a meeting with administration to discuss possible limitations,
23 restrictions, or support needed for the upcoming visit.

24 7. A Bargaining Unit Member may suspend any pupil from his or her
25 class, for any of the acts enumerated in Section 48900 of the Education
26 Code for the day of the suspension and the day following. The bargaining
27 unit member shall immediately report the suspension to the principal of the
28 school and send the pupil to the principal for appropriate action. As soon
29 as possible, the bargaining unit member shall ask the parent or guardian of
30 the pupil to attend a parent-teacher conference regarding the suspension.
31 Whenever practical, a school counselor or school psychologist shall attend
32 the conference if the bargaining unit member or the parent or guardian so
33 request. The pupil shall not be returned to the class from which he or she
34 was suspended, during the period of the suspension, without the
35 concurrence of the bargaining unit member teaching the class and the
36 principal (Ed Code 48910). A unit member may also refer a pupil, for any
37 of the acts enumerated in the section cited above, to the principal for
38 consideration of a suspension from the school (Ed Code 48910).

- 1 **8. Teacher Notification of Potentially Dangerous Student(s)**
- 2 Pursuant to Ed Code Section 49079, the District shall inform the bargaining
- 3 unit member of each pupil who has engaged in, or is reasonably suspected
- 4 to have engaged in, any of the acts described in any of the subdivisions,
- 5 except subdivision (h), of section 48900 or in section 48900.2, 48900.3,
- 6 48900.4 or 48900.7 that the pupil engaged in, or is reasonably suspected
- 7 to have engaged in, those acts. The district shall provide the information to
- 8 the bargaining unit member based upon any records that the district
- 9 maintains in its ordinary course of business, or receives from a law
- 10 enforcement agency, regarding a pupil described in this section. Any
- 11 information received by the bargaining unit member under this section shall
- 12 be maintained in confidence for the limited purpose for which it was
- 13 provided, and shall not be further disseminated by the bargaining unit
- 14 member. Bargaining unit members will receive written notice 24 hours in
- 15 advance, or immediately upon site notification, of the pupil’s permanent
- 16 classroom placement, Bargaining unit members will receive the written
- 17 notice a333t the beginning of the school year, or within 48 hours of the
- 18 District’s knowledge of the pupil’s qualification under Ed Code Section
- 19 49070.
- 20 9. The use of privately-owned vehicles within the scope of employment
- 21 by unit members shall be voluntary.
- 22 10. The Association shall have the right to appoint a representative to
- 23 the District Safety Committee. Appointments to the Safety Committee shall
- 24 be for one school year.
- 25 /
- 26 /
- 27 /
- 28 /
- 29 /
- 30 /
- 31 /
- 32 /
- 33 /
- 34 /
- 35 /

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE XVII: SCHOOL LEVEL FACULTY COUNCIL/FACULTY ADVISORY COMMITTEE

1. Each school shall have a Faculty Council. The Faculty Council shall be made up of all unit members in each school. The sole responsibility of the Board shall be to notify unit members in each school at the beginning of each school term of the provisions of this Article.

2. A Faculty Council, when established, shall elect a committee to be known as the Faculty Advisory Committee, the purpose of which shall be to represent the Council's concerns before the on-site administrator.

3. A Faculty Advisory Committee will reflect the proportionate ethnic composition of the faculty.

4. The Association shall be responsible for the selection process involving the establishment of the Faculty Advisory Committee. In no case shall there be more than five (5) members on the Faculty Advisory Committee.

5. The Faculty Council shall have the right to schedule a minimum of one (1) monthly meeting with time and place mutually agreed upon with the on-site administrator. Association representatives may attend any Faculty Advisory Committee meeting.

6. The Faculty Advisory Committee shall submit to the respective principal an agenda of requested meetings when possible not less than forty-eight (48) hours in advance of the requested meeting time.

7. The Faculty Council chairman and/or the Faculty Advisory Committee shall present concerns and recommendations to the on-site administrator. The on-site administrator shall respond to the concerns and recommendations of the Faculty Advisory Committee, in writing, within ten (10) days.

/

ARTICLE XVIII: ORGANIZATIONAL SECURITY

1. Any member of the bargaining unit who is a member of the Association, or who has applied for Association membership, may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the employee.

2. Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in an amount equal to the Association's initiation fee and periodic dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1 above.

3. Any unit member who does not utilize the provisions of paragraph 1 above may arrange to pay service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph 4 below.

4. For unit members who have not executed voluntary written authorizations and/or for unit members who are delinquent in the payment of service fees as described in paragraph 3 above, the District shall reduce the salary warrant for the payment of service fees to the Association.

5. Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The amount transmitted shall be reduced by the actual cost of making the deduction including start-up costs; any additional authorizations shall trigger the necessity for deducting start-up costs. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

6. Deductions for members of the bargaining unit who commence duties after the beginning of the school year and, therefore, are not subject to deductions until after the beginning of the school year, shall be prorated in such a manner that the employee will pay dues or fees only in proportion

1 to the number of school months during the school year in which he/she is a
2 member of the Association or otherwise subject to the terms of this
3 Organizational Security Clause. Any fraction of a month shall be counted
4 as a full month.

5 7. No unit member shall be required to join the Association or to make
6 an agency fee payment if the unit member is an actual verified member of
7 a bonafide religion, body or sect which has historically held conscientious
8 objections to joining or financially supporting employee organizations; this
9 exemption shall not be granted unless and until such unit member has
10 verified the specific circumstances. Such employee must, instead, arrange
11 with the Association to satisfy his/her obligation by donating the equivalent
12 amount to a non-labor, non-religion charitable fund, tax exempt under Sec-
13 tion 501(c)(3) of the Internal Revenue Code, chosen from the following list:

- 14 a. United Way (specified to Scoliosis)
- 15 b. Heart Fund
- 16 c. Cancer Society

17 The Association shall have the right to request reasonable
18 verification of such payments in the form of either cancelled checks and/or
19 receipts.

20 8. The District shall not deduct money specifically earmarked for ABC,
21 PAC or other political activities unless such deduction is affirmatively,
22 separately, and specifically authorized in writing by the unit member.

23 9. The Association and/or its parent organization, CTA, agrees to
24 indemnify and hold harmless from liability and pay all legal fees and legal
25 costs incurred in defending against any court action and/or administrative
26 action before the Public Employment Relations Board challenging the
27 legality or constitutionality of the agency fee provisions of this agreement or
28 their implementation; and shall have the exclusive right to decide
29 representation and to determine whether any such action or proceeding
30 referred to in the above paragraph shall or shall not be compromised,
31 resisted, tried or appealed.

32 10. It is the express intention of the parties that the agency fee obligation
33 outlined herein constitutes a condition of continued employment and that
34 the parties contemplate utilizing the remedies provided for in
35 Education Code Section 45061 for enforcing this Article.

ARTICLE XIX: SALARIES

1. The certificated salary schedule shall be increased by 4% on schedule and 2% off schedule retroactive to July 1, 2023.

Longevity to begin at year 12 at 2.25%. Incremental steps moved to 1.5% per step. Example: 15-4.5%, 18-6.0%, 21-7.5%, 24-9.0%, 27-10.5%, 30-12%, 33-13.5% (Any bargaining unit member currently placed at Step 12 with 36 years of service shall be held harmless and will receive 15%.)

Credentialed new teacher salary to start at Column C or higher, depending on units (frozen for two years beginning 2023-2024 School Year.)

Eliminate Column A of the salary schedule. Column B will read as Non-Credentialed/Intern (regardless of units), and Column C will be Credentialed up to 44 units.

For the 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years, the bargaining unit member calendar shall include three (3) additional non-student, teacher work/duty days. The salary schedule shall be increased by 2.25% for the 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years.

2. **RECRUITING INCENTIVE** As a recruiting incentive in order to enable the District to attract and retain the best available teachers and pursuant to the authority of Government Code Section 3543.2, subdivision (d), the maximum creditable years of prior public-school teaching experience shall be ten (10) years. Service in the Peace Corps shall be treated on the same basis as military service.

3. **SCHEDULE I - PER DIEM RATE** Unit members who are assigned by mutual agreement to professional duties beyond their regularly assigned duty year shall be compensated at their per diem/hourly rate of pay (except as provided for in the following schedules). Compensation will be only for the actual services provided. Unit members who have held such assignments for two (2) or more consecutive years shall be granted the right of first interview for the extended assignment (Schedule I).

4. **SCHEDULE II**

(a) The hourly rate of pay shall be \$50 dollars.

(b) Intervention Services Provider (ISP)

1. The ISP Position will be less than twenty (20) hours per week. In the event that an ISP position is twenty (20) hours or more, but less than thirty (30) hours per week, the ISP teacher will receive 50% district paid health benefits. If the position is thirty (30)

- 1 hours or more per week, the ISP teacher will receive 100%
- 2 district paid health benefits.
- 3 2. The work calendar for the ISP position will not exceed 75% of the
- 4 school year or 135 days.
- 5 3. The minimum requirements shall be a valid California Teacher
- 6 Credential or a valid California Intern Teaching Credential.
- 7 4. The ISP teacher shall be a member of the Oxnard Educators
- 8 Association.
- 9 5. The ISP shall be paid the Schedule II rate of pay.
- 10 6. ISP teachers shall receive assignments related to intervention
- 11 from the assigned classroom teacher. ISP teachers shall be
- 12 supervised and evaluated by the site principal or designated
- 13 learning director.
- 14 7. The ISP teacher position will not be used to reduce, supplant, or
- 15 replace current bargaining unit member positions. This position
- 16 may only be used for a) Intervention support; b) intersession,
- 17 only in the event that openings remain after all interested
- 18 district teachers have been placed; c) CELDT Testing.

19 5. **SCHEDULE III - SUBSTITUTES** Unit members performing as
20 substitute teachers beyond the regular school day or number of contracted
21 duty days are to be paid at the rate of \$150.00 per day.

22 6. **SUMMER SCHOOL, INTERSESSION, SATURDAY SCHOOL,**
23 **AND EXTENDED SCHOOL YEAR** The Summer

24 School/Intersession/Saturday School/Extended School Year rate of pay
25 shall be based upon 1.5 times the rate of pay in Schedule II. There will be
26 at least one hour paid preparation time for every four (4) hours worked.

27 7. **SELECTION FOR EXTENDED YEAR ASSIGNMENTS** The
28 selection procedures for extended year teachers of special education shall
29 be as follows:

- 30 (a) Unit members who have held special education school
- 31 assignments (not extended year) for two or more
- 32 consecutive years shall be granted the right of first
- 33 interview for the extended assignment at their school site;
- 34 (b) Credential(s), individual training, and experience;
- 35 (c) Educational needs of the school or department;
- 36 (d) Seniority when one position occurs at the school shall be as
- 37 follows: (1) filled first by the school's special education staff
- 38 who has the most District seniority and (2) filled next by

1 the most senior special education teacher in the District.

- 2 (e) When two or more extended year positions occur at the
3 same site within the year, the additional
4 assignments/positions shall be rotated among the school's
5 special education site personnel.

6 Special education teachers who are interested in teaching extended year
7 must call the personnel office and so indicate their interests.

8 **8. ANNIVERSARY INCREMENTS** Anniversary increments shall be
9 added to the scheduled salary at the beginning of the 15th, 18th, 21st, 24th,
10 27th, 30th, and 33rd years of service in the District based on the schedule
11 below:

12 Beginning July 1, 2016:

- 13 0 + (12 years) = 2.25% of Step 12 of employee's current Class
14 1 + (15 years) = 4.5% of Step 12 of employee's current Class
15 2 + (18 years) = 6.0% of Step 12 of employee's current Class
16 3 + (21 years) = 7.5 % of Step 12 of employee's current Class
17 4 + (24 years) = 9.0% of Step 12 of employee's current Class
18 5 + (27 years) = 10.5% of Step 12 of employee's current Class
19 6 + (30 years) = 12% of Step 12 of employee's current Class
20 7 + (33 years) = 13.5% of Step 12 of employee's current Class

21 Any bargaining unit member currently placed at Step 8 12 with 36 years of
22 service shall be held harmless and will receive 15%.

23 **9. DEGREE INCREMENTS** Degree increments in the amount of
24 \$400.00 shall be added to the scheduled salary for employees possessing
25 a Master's degree plus an additional stipend of \$1,000.00 to employees
26 possessing an earned Doctorate degree.

27 **10. CREDENTIAL/CERTIFICATE INCREMENTS** (Begins 2016-17 school year)
28 Bargaining unit members possessing a California special education
29 specialist credential/certificate and teaching in special education are
30 granted \$1000 per annum.

31 Bargaining unit members possessing a California bilingual
32 credential/certificate and teaching in a bilingual class requiring certification
33 or in a position requiring a BCLAD are granted \$1000 per annum.
34 Bargaining unit members possessing a California bilingual
35 credential/certificate but not in a bilingual class may receive \$500 per
36 annum. A \$500 stipend will be provided if the bargaining unit member
37 agrees to provide second language support.

38 **11. CLASS (EDUCATION)**

1 Unit members, including new employees, shall be placed on the
2 appropriate class of the salary schedule.

3 Effective July 1, 1979, for employees hired on or after July 1, 1979,
4 Class F of the salary schedule shall require a Master's Degree. Effective
5 May 2, 2011, for employees hired on or after May 2, 2011 must have a
6 Master's or Doctorate to be placed on Class F.

7 All units of credit for placement on the salary schedule above Class
8 A must be semester unit equivalents and must be graduate or upper division
9 courses taken subsequent to the granting of the Bachelor's Degree. The
10 District will also grant employees credit for time in internship programs with
11 any institution that is recognized by the California Commission on Teacher
12 Credentialing. In the interpretation of "work taken subsequent to the
13 granting of the degree," "subsequent" is considered to be related to the
14 fulfillment of requirements rather than the date of the degree.

15 Credit for placement on the salary schedule beyond Class A for
16 course work taken prior to the granting of the degree will be granted if the
17 applicant's educational institution has granted graduate credit for these
18 units. Lower division course work in reading/writing and/or conversational
19 Spanish and computers are acceptable. Credit may be given for other lower
20 division courses with the approval of the District Professional
21 Growth Committee (Article XV, Professional Growth).

22 **12. MINIMUM (BEGINNING) TEACHER SALARY**

23 The District and OEA agree to implement the Jack O'Connell
24 beginning teacher salary legislation (Education Code Section 45023.4)
25 effective July 1, 1999. Under this agreement, the minimum teacher salary
26 shall be \$34,460 for any teacher who possesses a qualifying and eligible
27 California teaching credential.

28 Pursuant to Education Code Section 45023.4, those unit members
29 serving under an emergency or intern permit or waiver (non-credential
30 holders), shall not be eligible to receive the minimum teacher salary. Except
31 where provided for herein, unit members who do not possess a qualifying
32 and eligible credential shall remain on the salary schedule step on which
33 they are placed at the beginning of the 2000-01 school year, and
34 subsequent years, until such time as they are issued such a credential.
35 Upon receiving verification of issuance for a qualifying and eligible
36 credential, the District shall move the unit member to the step on the salary
37 schedule that reflects his or her credited years of experience with the
38 Oxnard School District. The adjustment shall be made the next school year.

1 A non-credential holder may move "across" the schedule onto a different
2 column upon proof of completion of the necessary college/university course
3 units required for column advancement.

4 **13. STEP REQUIREMENTS**

5 An individual unit member's placement and/or advancement on the
6 salary schedule shall be consistent with the adopted salary schedule. If a
7 unit member is employed for at least three-quarters (3/4) of a school year,
8 that unit member shall be given credit for that years' experience for salary
9 schedule advancement purposes.

10 **14. STEP (EXPERIENCE)**

11 Credit for prior years' experience for placement on the salary
12 schedule for teachers new to the District shall be granted as follows:

- 13 a. Certificated experience under contract, United States public
14 and/or government (K-12) schools: a maximum of ten
15 years is creditable.
- 16 b. Teaching year is defined as being under contract for 75
17 percent (75%) of the instructional day and duty year;
- 18 c. Military and/or Peace Corps: a maximum of two years' credit
19 is granted;
- 20 d. Not more than a total of ten years' credit is allowed for the
21 two combined.

22 **15. UNIT CONVERSION**

23 Quarter units are converted to semester units by multiplying the
24 quarter units by two-thirds (2/3). If this multiplication results in a fraction
25 that when added to the other semester units is within one-half (1/2) unit from
26 the required units for qualifying for the next column, then the fraction
27 shall be rounded up to the next whole number and the unit member shall be
28 placed on the next column.

29 **16. VERIFICATIONS**

30 Bargaining Unit Members are required to verify course work (by
31 official transcript), experience, and military service. Initial placement must
32 be verified within 60 days of the first day of employment, or salary
33 placement will revert back to the salary placement where verification has
34 been established. For salary advancement on the salary schedule after
35 September 1 of the current school year, bargaining unit members will
36 advance to the appropriate class on the salary schedule effective the month
37 following the bargaining unit member's submission of official verification.

38 **17. PAYROLL PROCEDURE AND SALARY DEDUCTIONS**

- 1 a. Unit members employed for the full year receive their salary
2 in twelve (12) approximately equal installments; eleven (11)
3 installments and one (1) summer pay. A traditional track unit
4 member will receive his/her first pay warrant on the last
5 working day of September and on or about the last working
6 day of each month thereafter. A year round unit member
7 shall receive his/her first pay warrant on the last working day
8 of August and on or about the last working day of each
9 month thereafter.
- 10 b. Upon written authorization from the unit member, the Board
11 shall deduct from his/her salary the appropriate remittance
12 for annuities, credit union, savings bonds, charitable
13 donations, or any other plans or programs mutually agreed
14 upon between the District and the Association.

15 18. **RETROACTIVITY** Wherever indicated, retroactivity shall apply only
16 to employees employed by the District as of the date of this agreement.

17 19. **EXPENSE REIMBURSEMENT FOR BILINGUAL TEACHER**

- 18 a. The expense reimbursement provisions shall apply only to
19 those teachers who are actively working toward a
20 bilingual/bicultural certificate, who are making measurable
21 progress toward obtaining the certificate, and who are then
22 currently teaching in a bilingual/bicultural classroom or
23 program where such certificate is or will be required;
- 24 b. The District will reimburse a teacher for studying and
25 preparing for the test in bilingual/bicultural methods at the
26 Schedule II rate of pay up to a maximum of sixteen (16)
27 hours. In order to be eligible for such reimbursement the
28 teacher must submit a copy of a passing score on the
29 methods test along with a timecard recording such hours;
- 30 c. The District will reimburse teachers studying for and
31 preparing for the test in bilingual/bicultural culture at the
32 Schedule II rate of pay up to a maximum of sixteen (16)
33 hours. In order to be eligible for such reimbursement the
34 teacher must submit a copy of a passing score on the
35 cultural examination along with a timecard recording hours;
- 36 d. The District will reimburse teachers actually studying and
37 taking classes in Spanish at the Schedule II rate of pay up to
38 a maximum of sixteen (16) hours for each session (fall,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

spring, and summer are separate sessions). In order to be eligible the teacher must attend at least thirty (30) hours at a Ventura County Spanish class, submit a timecard verifying the hours and completion of the class, and await District verification of attendance with Ventura County;

e. In connection with the required bilingual/bicultural certificate test fees, the District will reimburse teachers for fees for all such tests with the exception of late fees. If a test is not taken the teacher is responsible for obtaining the refund. In order to be eligible for such reimbursement the teacher must submit a copy of his/her test score(s). The fee will be paid whether or not the teacher passes the test.

f. Payment of the stipend herein is limited to teachers currently teaching a bilingual/bicultural class. Upon actual receipt of a bilingual/ bicultural credential or certificate the District shall pay a one-time stipend in the gross amount of \$1,000.00; similarly, the District will pay a one-time stipend in the gross amount of \$1,000.00 for teachers hired on or after the effective date of this agreement who already have a bilingual/bicultural certificate; the District will pay a one-time stipend in the gross amount of \$1,000.00 for teachers who are currently employed in the District, who have earned a bilingual/bicultural certificate, who are currently teaching in a class which requires such certificate, and who have not already received such a stipend.

/

ARTICLE XX: EMPLOYEE BENEFITS

1. The District and the Association hereby agree to provide for group health insurance through the Self Insured Schools of California (hereafter "SISC") and, therefore, agree to be bound thereto through and by the terms and conditions of the Self Insured Schools of California Participation Agreement.

2. The District and Association accept the SISC directors appointed respectively by participating employers (Management) and employee organizations (Labor) as their directors and agree to be bound by the collective decisions of the Board of Directors to the extent such decisions are lawful, are consistent with the SISC's Declaration of Trust and do not conflict with the terms and conditions of the parties' Participation Agreement or this collectively negotiated agreement.

3. Effective July 1, 2022, the District will make the following monthly contributions toward the payment of premiums for group health insurance programs for eligible bargaining unit employees:

Annual Amount: The district annual contribution shall be \$15,000.

- a. Unit members of the association shall commence paying the difference in premiums in August 2003 (11 month employees).¹
- b. Any time during the annual open enrollment period, a unit member may choose to participate in the District's Section 125 Plan for the following school year. The Section 125 Plan provides for a monthly nupre-tax deduction of the employee portion of the premium payment. If the employee does not elect to participate in the District's Section 125 Plan, the employee portion of the premium contribution shall be deducted automatically on a monthly basis from the unit member's salary.

4. Life Insurance The District shall contribute monthly premiums for eligible unit members life insurance in the amount of \$10,000 and \$1,500 for dependents.

5. Health Insurance for Retirees Bargaining unit members who retire on or after July 1, 1981, will be eligible for retirees' health insurance benefits subject to the following conditions: This provision shall apply to employees retiring between the ages of fifty-five (55) and sixty-nine (69); the employee must have taught in the California public system for at least fifteen (15) years and in the Oxnard School District for eight consecutive years.

1 For such employees, the District shall contribute the full amount of
2 the employee and dependent coverage for group health, vision, and dental
3 insurance until the employee reaches age sixty-nine (69) or is eligible for
4 Medicare from the employee's own earnings, whichever comes first. It has
5 been the practice of the District to include dependent coverage for all
6 bargaining unit members when they retire.

7 For retirees who are eligible for Medicare prior to reaching the age
8 of 69 the District's health insurance contribution shall provide secondary/
9 supplemental coverage to Medicare A and B until age 69.

10 Bargaining unit members employed on a 12-month calendar (fiscal
11 year) shall commence paying the difference in premiums in July 2003.

12 /
13 /
14 /
15 /
16 /
17 /
18 /
19 /
20 /
21 /
22 /
23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /
31 /
32 /
33 /

ARTICLE XXI: DISCIPLINE

Discipline shall be for cause, provided that in the exercise of this right the District will not act arbitrarily, capriciously or in violation of the terms of this Agreement.

For the purpose of the Article, discipline shall not be defined to include termination pursuant to California Education Code.

a. INFRACTIONS

Grounds for imposition of discipline shall be limited to:

- (1) Violations of Board policy
- (2) Violations of site handbooks
- (3) Tardiness

Penalties: Imposition of penalty under this Section "a" shall incorporate concepts of progressive discipline utilizing verbal reprimands, counseling, written reprimands and letters in the personnel file. Docking for habitual tardiness shall not exceed an amount commensurate to the time missed.

b. MAJOR INFRACTIONS

Grounds for more serious discipline are limited to:

- (1) Insubordination following repeated written warnings in connection with items listed under "a" above,
- (2) Conduct which endangers the health and/or safety of the employee or other employees and/or students or members of the public,
- (3) Falsifying and/or misrepresenting facts on District forms or records,
- (4) Willful violations of the Education Code or other California law,
- (5) Flagrant disobedience of or willful refusal to follow the reasonable rules, regulations and/or directives governing employment that have previously been brought to the attention of the unit member and/or that is of such a nature that it warrants serious penalty.

Penalties: In the event it is necessary to impose heavy sanctions, penalties shall be limited to:

- (1) Suspension with or without pay for up to five (5) working days;
- (2) Involuntary transfers for up to thirty (30) teaching days or the grading period, whichever is greater, unless the

- 1 District and the employee agree the transfer will be
2 permanent;
- 3 (3) Nothing herein shall limit the District's authority to
4 impose greater penalties where such are specifically
5 authorized by the Education Code or other California
6 law;
- 7 (4) Docking for leave abuse under b-3 and tardiness
8 under b-1 may not exceed 1.10 percent of the actual
9 time missed for that incident.
- 10 c. With the exception of any accompanying written reprimand,
11 there shall be only one (1) penalty per infraction. The
12 principle of one (1) penalty per infraction shall not apply to
13 conduct documented for purposes of a ninety (90) day notice
14 of unsatisfactory conduct pursuant to Education Code
15 Section 44938.
- 16 d. Conduct subject to the employee's formal evaluation is not
17 governed by this Article except to protect the health and/or
18 safety of the employee, students, other employees and the
19 public or where the employee repeatedly and willfully fails
20 and refuses to follow written directives. Except in the latter
21 instances, there shall be no right to representation in the
22 conferences called for under Article X, Evaluation.
- 23 e. During any interview that the unit member reasonably
24 believes may lead to discipline, the unit member may
25 request presence of an Association representative. During
26 any interview wherein the administrator is considering
27 recommending or imposing discipline, the administrator shall
28 inform the affected employee of his/her right to request the
29 presence of an Association representative. However, the
30 administrator need not unreasonably delay or postpone the
31 interview to accommodate the representative's schedule.
- 32 Written notice of disciplinary action shall inform the unit member of his/her
33 right to appeal through the Grievance Procedure and his/her right, upon
34 request to the Association, to be represented.
- 35 /
36 /

ARTICLE XXII: GRIEVANCE PROCEDURE

1. **DEFINITIONS** A "grievance" is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement.

For purposes of the Grievance Procedure, a "day" is a day on which the unit member is scheduled for duty. Either party may postpone the processing of a grievance for the duration of a vacation period.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.

2. **RIGHT TO REPRESENTATION** Upon request, an employee may be represented at any or all levels of the Grievance Procedure. In the event an employee is not represented, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

The Association will exclusively receive time off from duties for the processing of grievances under this Article for unit members who are designated as Association representatives, subject to the following conditions: (a) by no later than ten (10) days following the signing of this Agreement the Association will designate in writing to the Superintendent the names of one representative per school who are to receive the time off; (b) twenty-four (24) hours prior to release from duties for grievance processing the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary; and (c) that time off shall be limited solely to one designee representing a grievant in a conference with a management person and, under no circumstances shall this time off include use of time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

Unit members whose presence is required for grievance conferences or arbitration hearing shall be released for the period of time for which their presence is actually required.

Documents, correspondence and records dealing with the processing of a grievance will be filed in a separate grievance file.

3. **NO REPRISALS** No unit member shall suffer any reprisals on account of that person exercising his or her right to file a grievance and to process that grievance through the procedures contained in this Article.

1 4. **TIME LIMITS** In order to be timely filed, a grievance must be initiated
2 no later than thirty (30) days following the act or occurrence upon which the
3 grievance is based, or following the date the grievant reasonably should
4 have known of the act or occurrence. Failure by the grievant to meet any
5 time limits constitutes a waiver of the grievance. Failure by the District to
6 meet any time limits allows the grievant to proceed to the next step. At any
7 level of the procedure, the time limits may be extended by mutual written
8 agreement.

9 In the event a grievance is filed at such a time that it cannot be
10 processed through all the steps in this Grievance Procedure by the end of
11 the school year, the time limits set forth herein will be reduced so that the
12 procedure may be exhausted prior to the end of the school year or as soon
13 thereafter as is practicable.

14 5. **PROCEDURE**

15 **Informal Step.** Before filing a formal written grievance, the grievant
16 shall attempt to resolve the grievance through an informal conference with
17 the grievant's immediate supervisor. Such conference, as well as actual
18 formal filing of a written grievance in the event the conference does not
19 resolve the problem, must take place within the applicable time limits as
20 outlined in Step 1 below.

21 **Step 1 - Immediate Supervisor**

- 22 a. No later than thirty (30) days following the act or occurrence
23 giving rise to the grievance, or, no later than thirty (30) days
24 following the date upon which the employee reasonably
25 should have known of the act or occurrence, the grievant
26 must present such grievance in writing on an appropriate
27 form to the immediate supervisor.
- 28 b. The written grievance shall contain a clear, concise
29 statement of the grievance, the specific provision(s) of the
30 agreement allegedly involved and the specific remedy
31 sought.
- 32 c. The immediate supervisor shall communicate a written
33 decision to the employee within ten (10) days after receiving
34 the grievance. If the immediate supervisor does not respond
35 within the above time limits, the grievant may automatically
36 proceed to the next step.
- 37 d. Within the above time limits, either party may request a
38 personal conference with the other party.

1 Step 2 - Assistant Superintendent

- 2 a. In the event the grievant is not satisfied with the decision at
3 Step 1, the grievant may appeal the decision on the
4 appropriate form to the Assistant Superintendent of Human
5 Resources within ten (10) days. Failure to meet this time
6 limit by the grievant shall constitute an automatic waiver and
7 withdrawal of the grievance.
- 8 b. The Assistant Superintendent shall communicate a decision
9 within ten (10) days after receiving the appeal. Either the
10 grievant or the Assistant Superintendent may request a
11 personal conference within the above time limits. If the
12 Assistant Superintendent does not respond within the above
13 time limits, the grievant may automatically proceed to the
14 next step.

15 Step 3- Superintendent

- 16 a. If the grievant is not satisfied with the decision at Level 2,
17 he/she may within ten (10) days appeal the decision on the
18 appropriate form to the Superintendent or his/her designee.
19 Failure to meet this time limit by the grievant shall constitute
20 an automatic waiver and withdrawal of the grievance.
- 21 b. The Superintendent shall communicate a decision within ten
22 (10) days after receiving the appeal. Either the grievant or
23 the Superintendent or his/her designee may request a
24 personal conference within the above time limits. If the
25 Superintendent or his/her designee does not respond with
26 the above time limits, the grievant may automatically
27 proceed to the next step.

28 Step 4 - Mediation

- 29 a. If the grievant is not satisfied with the decision at Step 3,
30 he/she may, within ten (10) days, submit to the
31 Superintendent or his/her designee a written request for
32 mediation of the grievance. In this event, the Superintendent
33 or his/her designee shall, within five (5) days following
34 receipt of such request, submit to the California State
35 Conciliation Service a written request for the immediate
36 services of a mediator.
- 37 b. The function of the mediator shall be to assist the parties to
38 achieve a mutually satisfactory resolution of the grievance by

1 means of the mediation process. At the outset of this
2 process, the mediator shall schedule and hold an informal
3 conference at which time the parties to the grievance shall
4 submit to the mediator a clear, concise written statement of
5 the reasons for his/her appeal to the mediation process.

6 c. If a satisfactory resolution of the grievance is achieved by
7 means of this mediation process, both parties to the
8 grievance shall sign a written statement to the effect and
9 thus waive the right of either party to any further appeal of
10 the grievance.

11 d. The District and the Association have agreed that this level
12 may be waived by mutual agreement of the District and the
13 grievant. If no satisfactory settlement is reached within ten
14 (10) days following the first meeting with the mediator, either
15 party may appeal the grievance to Step 5.

16 Step 5 - Arbitration

17 If the grievant is not satisfied with the decision at Step 4, he/she may
18 submit the grievance to the Association which shall have the exclusive
19 authority to decide whether or not to request arbitration of the grievance. If
20 the Association requests arbitration, it must do so within twenty (20) days
21 following the Mediator's Step 4 decision.

22 Upon receipt of a request for arbitration, the parties shall request the
23 California Conciliation Service to supply a panel of seven (7) names. The
24 parties shall select the arbitrator from that panel by alternately crossing out
25 names. This procedure is not intended to preclude the parties' mutually
26 agreeing upon an arbitrator prior to requesting a panel from the above
27 conciliation service.

28 As soon as possible after his/her selection, the arbitrator shall
29 schedule a hearing wherein relevant testimony and documentary evidence
30 may be introduced. The parties shall supply the arbitrator with a written
31 submission of the issue to be heard.

32 The arbitrator shall have no power to add to, subtract from, or modify
33 the terms of this Agreement or the written policies, rules, regulations and
34 procedures of the District.

35 The fees and expenses of the arbitrator and of the transcript, if any,
36 of the hearing shall be borne equally by the District and the Association. All
37 other expenses shall be borne by the party incurring them.

38 The decision of the arbitrator shall be final and binding on both parties.

- 1 /
- 2 /
- 3 /
- 4 /
- 5 /
- 6 /
- 7 /
- 8 /
- 9 /
- 10 /
- 11 /
- 12 /
- 13 /
- 14 /
- 15 /
- 16 /
- 17 /
- 18 /
- 19 /
- 20 /
- 21 /
- 22 /
- 23 /
- 24 /
- 25 /
- 26 /
- 27 /
- 28 /
- 29 /
- 30 /
- 31 /
- 32 /
- 33 /

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE XXIII: COMPLAINTS

1. PARENTAL/PUBLIC COMPLAINTS

- a. The parties recognize that the 1983 revised complaint procedure (5045A BP) is the acceptable procedure for resolving complaints against school personnel if it is impractical for the complaint to be resolved without resorting to the formal procedure. In an effort to supplement that policy, the parties agree as follows:
 - (1) At Level 2 and any subsequent levels of the complaint procedure the bargaining unit member, upon request, shall be allowed to be accompanied by an Association representative;
 - (2) At Level 5, if the complaint results in a decision by the Board of Trustees, said decision along with the letter of complaint and the unit member's response may be placed in the unit member's personnel file.
 - (3) If the complainant fails to pursue the procedure, the complaint shall be deemed withdrawn and the record of such shall not be entered in the employee's official personnel file nor utilized in any evaluation.
- b. Notwithstanding any of the above, it is recognized and agreed that under certain circumstances investigation of parental complaints may result in a recommendation for disciplinary action; in such event, the District may terminate this complaint procedure at any level and proceed with appropriate discipline under the contract and/or the Education Code and the unit member may invoke the applicable contractual and/or code procedure.

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE XXIV: CONCERTED ACTIVITIES

1. It is agreed and understood by the Oxnard Educators Association, its officers, agents and/or members that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, nor will there be compliance with the request of other labor organizations to engage in such activities.

2. The Oxnard Educators Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, a slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

3. It is understood that in the event this Article is violated, the Board shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy or administrative directive from any employee and/or the Association.

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ARTICLE XXV: MISCELLANEOUS PROVISIONS

Resignation of a Unit Member: The Board may adopt a policy delegating to the Superintendent and/or the Assistant Superintendent, Human Resources and Support Services, authority to accept resignations. For purposes of this Article, acceptance of a resignation by the Superintendent or Assistant Superintendent, Human Resources and Support Services, pursuant to such a policy shall constitute official Board action.

/

ARTICLE XXVI: COMPLETE UNDERSTANDING

1. During the term of this Agreement, except by mutual consent, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement.

2. To the extent any individual contract of employment between the District and a unit member is inconsistent with the terms of this Agreement, the terms of this Agreement shall be controlling.

3. This Agreement shall supersede any rules, regulations, or practices that are contrary to or inconsistent with its terms. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules and regulations concerning the matters covered herein.

4. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

1 **ARTICLE XXVIII: TERM OF AGREEMENT**

2 This agreement shall remain in full force and effect up to and
3 including June 30, 2025.

4 9 and from year-to-year thereafter unless either party submits a
5 request to the other to terminate, modify or amend the agreement.

6 In 2024-2025, the parties shall reopen negotiations on Article XIX:
7 Salaries, Article XX: Employee Benefits, Article XIII: Calendar, and Article
8 XXVIII: Term of Agreement, and New Article, Special Education. In
9 addition, both parties retain the right to reopen negotiations on up to two (2)
10 additional articles of either party's choice for the 2024-2025 school year.

11 If either party wishes to negotiate changes to this Agreement, it shall
12 submit its request and initial proposal to the other party no later than
13 November 1st of each year.

14
15 /
16 /
17 /
18 /
19 /
20 /
21 /
22 /
23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /
31 /
32 /
33 /
34 /
35 /
36 /
37 /

ARTICLE XXIX: JOB-SHARE

This article provides the guidelines under which two teachers may share one assignment. Under no circumstances shall the sharing of a classroom teacher assignment result in District expenditures in excess of the amount budgeted for the single position. This Article shall be effective the beginning of the 2004-2005 school year and shall be applicable to all bargaining unit members participating in Job-Share assignments.

1. DEFINITIONS

Existing Job-Share means a Job-Share in effect as of June 23, 2004 with the unit members in that Job-Share at that time.

Existing Job-Share Teacher means a Job-Share Teacher in an Existing Job-Share.

Job-Sharing or a Job-Share means two permanent teachers sharing the responsibility of one teaching assignment for a period of one (1) school year. Job-sharing shall require a one-year commitment from both teachers. Unless otherwise expressly stated to the contrary, all provisions applicable to Job-Shares (and/or Job-Share Teachers) shall apply equally to Existing Job-Shares (and/or Existing Job-Share Teachers).

Job-Share Teacher means any unit member participating in a Job-Share.

Job-Share work schedule shall be defined as the Job-Share schedule acceptable to the two teachers participating in the Job-Share assignment, the site administrator and the District. Permanent or ongoing alterations to the Job-Share schedule will not be permitted except upon the prior written approval of the site administrator.

2. APPLICATION PROCESS

Two teachers wishing to Job-Share must submit a Job-Share application on a form approved by the District no later than April 1st of the school year immediately preceding the school year in which the teachers wish to Job-Share notwithstanding exceptional circumstances. Job-Share Teachers must apply for the Job-Share assignment on an annual basis. Every application must contain the following information:

A statement that each Job-Share Teacher is a permanent teacher and meets all the credential and job description requirements for the position;

A statement that each Job-Share Teacher has an overall rating of

1 maturing or above in each standard on which the teacher was evaluated in
2 his or her most recent evaluation of instructional performance under Article
3 X of this Agreement;

4 A work schedule acceptable to the site administrator;

5 A plan for communications between the Job-Share Teachers, the
6 Job-Share Teachers and the parents, and the Job-Share Teachers and the
7 site administrator;

8 A statement identifying the Job-Share Teacher who will hold the right
9 to the position once the Job-Share assignment is concluded; and

10 A plan for completing the Job-Share assignment in the event one of
11 the Job-Share Teachers cannot complete his or her commitment.

12 The application shall be reviewed, and the District shall notify the
13 applicants of its decision no later than 30 days after an application has been
14 submitted. The fact that a Job-Share application is a re-application does
15 not guarantee that the application will be approved. The decision to
16 approve or deny a request is solely within the discretion of the District. In
17 the event of a denial, the Job-Share applicants (or either applicant) may
18 request a written statement of the reasons for the denial of the request. The
19 denial of a Job-Share application by the site administrator shall not be
20 arbitrary, capricious or discriminatory. Notwithstanding the foregoing, an
21 application to renew an Existing Job-Share that meets the requirements of
22 this Section 2 and that has not be terminated under Section 6 below shall
23 automatically be renewed.

24 Upon approval, both team members and the site administrator shall
25 sign a Job-Share agreement, incorporating their plan and the terms and
26 conditions of this Article. The Job-Share agreement shall be mutually
27 agreed between the District and the Association.

28 Excluding Existing Job-Share Teachers, the total number of unit
29 members who may participate in Job-Share assignments in any fiscal year
30 shall be limited to 5% of the total number of unit members.

31 **3. JOB-SHARE RESPONSIBILITIES**

32 The Job-Share responsibilities of each team member shall be agreed
33 prior to commencement of duties and shall be subject to the following
34 conditions:

35 Each Job-Share Teacher shall share academic responsibility
36 proportionally for the assignment. With the exception of Existing Job-
37 Shares, no Job-Sharing shall be permitted on a basis other than 50-50,
38 i.e., with each Job-Share Teacher responsible for 50% of the single

1 teaching assignment. Job-Share applicants with configurations other than
2 50-50 may petition the Superintendent or his or her designee for an
3 individual waiver. Such configurations may include retirees, subject to
4 limitations imposed by applicable law or regulation. The decision of the
5 Superintendent or his or her designee to grant or deny the waiver shall be
6 final.

7 Staff meetings will be attended by the Job-Share Teacher on duty at
8 the time of the meeting; however, the Job-Share Teacher not on at duty at
9 the time of the meeting shall be responsible for any information
10 disseminated to teachers at the meeting. Each Job-Share Teacher shall
11 participate in any training required by the District (e.g., for eligibility for
12 funding grants). Job-Share Teachers will confer and coordinate efforts as
13 required regarding IEP meetings, referrals and class programs. A log shall
14 be maintained for the purpose of coordinating inter-teacher communication,
15 telephone calls to parents, and written communications to and from parents.
16 Both teachers will be responsible for the conferences, report cards, and
17 cums for each child, as designated by the school calendar.

18 Job-Share Teachers will maintain contact throughout the school year
19 to discuss the progress of the students and the management of the
20 classroom. Lessons will be prepared by the Job-Share Teacher on duty.

21 If one Job-Share Teacher is absent, whenever possible the other Job-
22 Share Teacher shall substitute. If one Job-Share partner substitutes for the
23 other partner, she/he will be paid at the substitute rate of pay under this
24 Agreement. In the event of a long-term absence, the District retains the
25 right to hire a long-term substitute. In case of need, Job-Share Teachers
26 may mutually agree to exchange regularly assigned workdays or periods,
27 subject to prior notification of their school principal.

28 4. **JOB-SHARE CONFERENCE**

29 For each Job-Share, the site administrator and Job-Share Teachers
30 shall meet at least semi-annually to discuss the status and effectiveness of
31 the Job-Share assignment.

32 5. **SALARY AND BENEFITS FOR JOB-SHARE TEACHERS**

33 The annual salary of each Job-Share Teacher will be prorated at the
34 step and class salary schedule amount that each teacher is otherwise
35 entitled to as a full-time employee. Illness leave shall be prorated for both
36 Job-Share Teachers. Subject to the District's rules and regulations, a Job-
37 Share Teacher who is in paid status during the entire school year for which
38 he/she has been approved for a Job-Share (or for an entire semester when

1 the Job-Share requires each Job-Share Teacher in the pairing to work an
2 entire semester each) shall be credited with one-half years' service for
3 purposes of advancement on the salary schedule, excluding increments for
4 advanced degrees. An Existing Job-Share Teacher who is in paid status
5 during the entire school year for which he/she has been approved for an
6 Existing Job-Share and who performs at least 75 percent of the teaching
7 assignment for that school year shall be credited with one year-s service for
8 purposes of advancement on the salary schedule, excluding increments for
9 advanced degrees.

10 The District's required contribution for the Health and Welfare Benefits
11 package for each Job-Share Teacher shall be divided proportionally among
12 the two Job-Share Teachers, unless one teacher waives health and welfare
13 benefits. If one Job-Share Teacher waives benefits, all benefits for the Job-
14 Share assignment may be paid on behalf of the other Job-Share Teacher.
15 If both members decide to continue participation in the District's Health and
16 Welfare Benefits program, they shall each pay the difference between the
17 amount contributed for one classroom teacher and the amount required to
18 cover both Job-Share Teachers. The payment shall be made through
19 payroll deduction.

20 6. **TERMINATION OF JOB-SHARE ASSIGNMENT**

21 A Job-Share shall expire at the conclusion of the Job-Share
22 Teachers' school year/track. At that time, the Job-Share Teachers shall be
23 eligible to reapply either together or with other Job-Share partners, subject
24 to the provisions of this Article.

25 In addition, the District reserves the right to terminate a Job-Share
26 agreement at any time upon 30 days' written notice to the Job-Share
27 Teachers, upon the occurrence of any if the following:

28 6.1 Inability of one member of the Job-Share team to participate in the
29 Job-Share (e.g., due to death, incapacity, catastrophic injury or illness or
30 family considerations such as job relocation of spouse);

31 6.2 Suspension or termination of one member of the Job-Share team;

32 Or

33 6.3 Significant and material deficiencies in classroom instruction or
34 management that continue for 45 days (not including any days in which the
35 Job-Share Teachers are off track) after written notice by the District.

36 Upon expiration or termination of a Job-Share, the Job-Share
37 Teacher not remaining in the Job-Share position shall be placed in
38 accordance with Article VII (Transfers and Reassignments).

- 1 /
- 2 /
- 3 /
- 4 /
- 5 /
- 6 /
- 7 /
- 8 /
- 9 /
- 10 /
- 11 /
- 12 /
- 13 /
- 14 /
- 15 /
- 16 /
- 17 /
- 18 /
- 19 /
- 20 /
- 21 /
- 22 /
- 23 /
- 24 /
- 25 /
- 26 /
- 27 /
- 28 /
- 29 /

ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION**Teachers on Special Assignment/Specialists (TOSAs, Instructional Specialists, Assessment Specialists)**

1. Teachers on Special Assignment will have five (5) years of classroom experience.

2. The term for a Teacher on Special Assignment will be four (4) consecutive years. At the end of that time, the position will be advertised district-wide. TOSAs/Instructional Specialists may reapply for the position for one additional term. If selected for the additional term, the TOSA/Instructional Specialist will forfeit existing site rites and will apply for district-wide vacancies as outlined in Article VII. Assessment Specialists may reapply every four years, upon acceptance of the second term, they will forfeit existing site rites and will apply for district-wide vacancies, as outlined in Article VII.

3. For transfer purposes, a District TOSA within their first four-year term, will maintain site rights at his/her most recent site. District TOSAs will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site. All TOSAs that wish to return to their previous school site prior to the end of their four-year term shall notify Human Resources no later than April 1st of the previous school year.

4. All Teachers on Special Assignment will have scheduled hours and per Article XI accountable for a forty-hour (40) work week, in accordance with the following provisions:

- The duty-free lunch period for unit members shall be no less than thirty (30) minutes.
- No unit members shall be required to extend their duty/work day beyond eight (8) hours inclusive of a thirty-minute lunch. If job duties require working beyond the eight (8) hour workday, their hours may be adjusted or they will be compensated at Schedule II. All schedule changes require mutual consent and reasonable advance notification.
- TOSAs assigned to the central office will have scheduled hours of 8:30 a.m. to 4:00 p.m.
- TOSAs assigned to a site will be scheduled for the same amount of daily hours as district TOSAs, with the exact schedule determined by the Assistant Superintendent of Educational Services or their designee.

1 5. All Teachers on Special Assignment may be required to attend one
2 staff meeting per week scheduled to conclude no later than the end of the
3 eight (8) hour day.

4 6. Any unit member who uses his/her personal vehicle in the
5 performance of work for the school District shall receive a mileage stipend
6 based on the following:

7 Unit members assigned to more than one location or assigned to
8 support multiple school sites shall receive 125 miles per month at the IRS
9 approved per diem rate.

10 Any member who travels miles in excess of the above mileage can
11 claim the additional mileage, pursuant to Board Policy 3350.

12 7. With prior approval from the Assistant Superintendent of Ed.
13 Services or designee, Teachers on Special Assignment (TOSAs)
14 conducting full-day professional development in the summer may
15 exchange up to five days of these sessions for an equivalent number of
16 days or opt to submit an hourly timecard. This agreement must be
17 finalized by the first day of instruction.

18 8. TOSAs must undergo the official evaluation cycle no later than the
19 end of their second year in the position. The continuation of their four-year
20 term is contingent upon an evaluation that meets or exceeds standards.

21 /
22 /
23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /
31 /
32 /

33 **ARTICLE XXXII: SPECIAL EDUCATION**

34 1. Special Education Teachers (SDC PK, TK-5) shall receive
35 assessment/case management time for IEP management, assessment,
36 and consultation, to support student achievement. Assessment

1 time/management time shall be three (3) sub days per year. This case
2 management time includes, but is not limited to: IEP writing, report
3 writing, academic assessments, service log minutes, and progress
4 reports.

5 2. The maximum caseload for an RSP teacher shall be in accordance with
6 California Education Code 56195.8.

7 /

8 /

9 /

10 /

11 /

12 /

13 /

14 /

15 /

16 /

17 /

18 /

19 /

20 /

21 /

22 /

23 /

24 /

25 /

26 /

27 /

Appendix A: 2023-24

Oxnard School District
2023-2024 School Calendar

July 2023 calendar grid showing dates from Su to Sa.

July month summary with Independence Day Holiday on 4.

August 2023 calendar grid showing dates from Su to Sa.

August month summary with Staff Development Days, Teacher Prep Day, and First Day of School on 15.

September 2023 calendar grid showing dates from Su to Sa.

September month summary with Labor Day Holiday on 4 and Wednesdays as student early release days.

October 2023 calendar grid showing dates from Su to Sa.

October month summary with Staff Development Day on 9-10 and Wednesdays as student early release days.

November 2023 calendar grid showing dates from Su to Sa.

November month summary with Veterans Day Holiday on 10 and Thanksgiving Holiday on 20-24.

December 2023 calendar grid showing dates from Su to Sa.

December month summary with Minimum Day for teachers and students on 15 and Winter Break on 18-29.

January 2024 calendar grid showing dates from Su to Sa.

January month summary with New Year's Day on 1 and Martin Luther King Jr. Holiday on 15.

February 2024 calendar grid showing dates from Su to Sa.

February month summary with Conference Days and President's Day Holiday on 16 and 19.

March 2024 calendar grid showing dates from Su to Sa.

March month summary with Spring Break on 25-29 and Wednesdays as student early release days.

April 2024 calendar grid showing dates from Su to Sa.

April month summary with Spring Break on 1-5 and Wednesdays as student early release days.

May 2024 calendar grid showing dates from Su to Sa.

May month summary with Memorial Day Holiday on 27 and Wednesdays as student early release days.

June 2024 calendar grid showing dates from Su to Sa.

June month summary with Last Day of School on 14 and Juneteenth on 19.

Calendar Template © 2021 by Vertex42.com

Free to print.

https://www.vertex42.com/calendars/school-calendar.html

1
2
3
4
5
6
7
8
9
10
11
12

1
2
3
4
5

Appendix A: 2024-25

Oxnard School District
2024-2025 School Calendar

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July	
4	Independence Day Holiday

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January	
1	New Year's Day
1-10	Winter Break
20	Martin Luther King Jr. Holiday
	Wednesdays: student early release day

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August	
12	Staff Development Day (no students)
13	Site Staff Development Day (no students)
14	Teacher Prep Day (no students)
15	First Day of School
	Wednesdays: student early release day

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February	
6-7	Conference Days (minimum days for students)
14	President's Day Holiday
17	President's Day Holiday
	Wednesdays: student early release day

September 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September	
2	Labor Day Holiday
	Wednesdays: student early release day

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March	
3	District PD Day (no students)
	Wednesdays: student early release day

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October	
14	Site PD Day (no students)
	Wednesdays: student early release day

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April	
7-21	Spring Break
	Wednesdays: student early release day

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November	
1	District PD Day (no students)
11	Veterans Day Holiday
19-22	Conference Days (minimum Days for students)
25-29	Thanksgiving Holidays
	Wednesdays: student early release day

May 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May	
26	Memorial Day Holiday
	Wednesdays: student early release day

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December	
20	Minimum Day for teachers and students
23-31	Winter Break
	Wednesdays: student early release day

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June	
11	Full Day (no early release for students)
18	Last Day of School (Min. Day for teachers and students)
19	Juneteenth Holiday
	Wednesdays: student early release day

OFFICIAL HR CALENDAR: 7/11/24

Calendar Template © 2021 by Vertex42.com. Free to print.

<https://www.vertex42.com/calendars/school-calendar.html>

6
7
8
9
10

1



OXNARD SCHOOL DISTRICT
 1051 South "A" Street
 Oxnard, California 93030
 805/385-1501 www.oxnardsd.org

Retroactively effective to July 1, 2023

2023-24 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

	Class A Non-Credentialed/Intern + Bachelor's Degree	Class B Non-Credentialed/Intern + Bachelor's Degree + 15-29 units	Class C Credentialed Teacher Bachelor's Degree + 30-44 Units	Class D Credentialed Teacher Bachelor's Degree + 45-59 Units	Class E Credentialed Teacher Bachelor's Degree + 60-74 Units	Class F Credentialed Teacher Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 60,636	\$ 60,636	\$ 64,954	\$ 65,863	\$ 69,386	\$ 72,895
Step 2	\$ 58,304	\$ 61,281	\$ 64,954	\$ 68,630	\$ 72,291	\$ 75,963
Step 3	\$ 58,304	\$ 63,866	\$ 67,679	\$ 71,508	\$ 75,328	\$ 79,150
Step 4	\$ 60,157	\$ 66,545	\$ 70,516	\$ 74,504	\$ 78,489	\$ 82,481
Step 5	\$ 62,673	\$ 69,338	\$ 73,488	\$ 77,639	\$ 81,793	\$ 85,939
Step 6	\$ 65,314	\$ 72,248	\$ 76,568	\$ 80,894	\$ 85,221	\$ 89,554
Step 7	\$ 68,059	\$ 75,278	\$ 79,780	\$ 84,297	\$ 88,815	\$ 93,312
Step 8	\$ 70,917	\$ 78,447	\$ 83,133	\$ 87,839	\$ 92,535	\$ 97,233
Step 9	\$ 73,889	\$ 81,747	\$ 86,625	\$ 91,529	\$ 96,417	\$ 101,314
Step 10	\$ 76,995	\$ 85,161	\$ 90,262	\$ 95,374	\$ 100,466	\$ 105,567
Step 11	\$ 80,233	\$ 88,744	\$ 94,044	\$ 99,380	\$ 104,685	\$ 110,007
Step 12	\$ 83,606	\$ 92,470	\$ 97,999	\$ 103,551	\$ 109,082	\$ 114,625
12 yrs**	\$ 85,487	\$ 94,550	\$ 100,204	\$ 105,881	\$ 111,537	\$ 117,204
15 yrs**	\$ 87,368	\$ 96,631	\$ 102,409	\$ 108,211	\$ 113,991	\$ 119,783
18 yrs**	\$ 88,622	\$ 98,018	\$ 103,879	\$ 109,764	\$ 115,627	\$ 121,502
21 yrs**	\$ 89,876	\$ 99,405	\$ 105,349	\$ 111,317	\$ 117,264	\$ 123,221
24 yrs**	\$ 91,131	\$ 100,792	\$ 106,819	\$ 112,870	\$ 118,900	\$ 124,941
27 yrs**	\$ 92,385	\$ 102,179	\$ 108,289	\$ 114,424	\$ 120,536	\$ 126,660
30 yrs**	\$ 93,639	\$ 103,566	\$ 109,759	\$ 115,977	\$ 122,172	\$ 128,380
33 yrs**	\$ 94,893	\$ 104,953	\$ 111,229	\$ 117,530	\$ 123,809	\$ 130,099
36 yrs***	\$ 96,147	\$ 106,340	\$ 112,699	\$ 119,083	\$ 125,445	\$ 131,818

CLASS (Education). All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

STEP (Experience). Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

VERIFICATIONS. Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

DEGREE INCREMENTS in the amount of \$400 (as a stipend) shall be added to the scheduled salary above for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

SPECIAL STIPENDS. An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

EDUCATION CODE 44931-Whenever any certificated employee of any school district who, at the time of his or her resignation, was classified as permanent, is reemployed within 39 months after his or her last day of paid service, the governing board of the district shall, disregarding the break in service, classify him or her as, and restore to him or her all of the rights, benefits and burdens of, a permanent employee, except as otherwise provided in this code. However, time spent in active military service, as defined in Section 44800, subsequent to the last day of paid service shall not count as part of the aforesaid 39-month period

**ANNIVERSARY INCREMENTS shall be added to the scheduled salary as follows: at the beginning of the 12th year-2.25%, 15th year-4.50%, 18th year-6.00%, 21st year-7.50%, 24th year-9.00%, 27th year-10.50%, 30th year-12.00%, and 33rd year-13.50%. Years of service must be in the Oxnard School District.

***ANNIVERSARY INCREMENT at the beginning of the 36th year shall be discontinued effective July 1, 2023; except that those unit members who have been placed at Step 12 with 36 years of service prior to July 1, 2023 shall be held harmless, and will receive a 15.0% anniversary increment.

Pending Board Approval 4-17-24

2

3



OXNARD SCHOOL DISTRICT
 1051 South "A" Street
 Oxnard, California 93030
 805/385-1501 www.oxnardsd.org

2024-25 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

	Class A Non-Credentialed/Intern + Bachelor's Degree	Class B Non-Credentialed/Intern + Bachelor's Degree + 15-29 units	Class C Credentialed Teacher Bachelor's Degree + 30-44 Units	Class D Credentialed Teacher Bachelor's Degree + 45-59 Units	Class E Credentialed Teacher Bachelor's Degree + 60-74 Units	Class F Credentialed Teacher Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 60,636	\$ 60,636	\$ 64,954	\$ 65,863	\$ 69,386	\$ 72,895
Step 2	\$ 58,304	\$ 61,281	\$ 64,954	\$ 68,630	\$ 72,291	\$ 75,963
Step 3	\$ 58,304	\$ 63,866	\$ 67,679	\$ 71,508	\$ 75,328	\$ 79,150
Step 4	\$ 60,157	\$ 66,545	\$ 70,516	\$ 74,504	\$ 78,489	\$ 82,481
Step 5	\$ 62,673	\$ 69,338	\$ 73,488	\$ 77,639	\$ 81,793	\$ 85,939
Step 6	\$ 65,314	\$ 72,248	\$ 76,568	\$ 80,894	\$ 85,221	\$ 89,554
Step 7	\$ 68,059	\$ 75,278	\$ 79,780	\$ 84,297	\$ 88,815	\$ 93,312
Step 8	\$ 70,917	\$ 78,447	\$ 83,133	\$ 87,839	\$ 92,535	\$ 97,233
Step 9	\$ 73,899	\$ 81,747	\$ 86,625	\$ 91,529	\$ 96,417	\$ 101,314
Step 10	\$ 76,995	\$ 85,161	\$ 90,262	\$ 95,374	\$ 100,466	\$ 105,567
Step 11	\$ 80,233	\$ 88,744	\$ 94,044	\$ 99,380	\$ 104,685	\$ 110,007
Step 12	\$ 83,606	\$ 92,470	\$ 97,999	\$ 103,551	\$ 109,082	\$ 114,625
12 yrs**	\$ 85,487	\$ 94,550	\$ 100,204	\$ 105,881	\$ 111,537	\$ 117,204
15 yrs**	\$ 87,368	\$ 96,631	\$ 102,409	\$ 108,211	\$ 113,991	\$ 119,783
18 yrs**	\$ 88,622	\$ 98,018	\$ 103,879	\$ 109,764	\$ 115,627	\$ 121,502
21 yrs**	\$ 89,876	\$ 99,405	\$ 105,349	\$ 111,317	\$ 117,264	\$ 123,221
24 yrs**	\$ 91,131	\$ 100,792	\$ 106,819	\$ 112,870	\$ 118,900	\$ 124,941
27 yrs**	\$ 92,385	\$ 102,179	\$ 108,289	\$ 114,424	\$ 120,536	\$ 126,660
30 yrs**	\$ 93,639	\$ 103,566	\$ 109,759	\$ 115,977	\$ 122,172	\$ 128,380
33 yrs**	\$ 94,893	\$ 104,953	\$ 111,229	\$ 117,530	\$ 123,809	\$ 130,099
36 yrs***	\$ 96,147	\$ 106,340	\$ 112,699	\$ 119,083	\$ 125,445	\$ 131,818

CLASS (Education). All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate program will be credited for placement/advancement on the salary schedule.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

STEP (Experience). Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

VERIFICATIONS. Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

DEGREE INCREMENTS in the amount of \$400 (as a stipend) shall be added to the scheduled salary above for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

SPECIAL STIPENDS. An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

EDUCATION CODE 44931-Whenever any certificated employee of any school district who, at the time of his or her resignation, was classified as permanent, is reemployed within 39 months after his or her last day of paid service, the governing board of the district shall, disregarding the break in service, classify him or her as, and restore to him or her all of the rights, benefits and burdens of, a permanent employee, except as otherwise provided in this code. However, time spent in active military service, as defined in Section 44800, subsequent to the last day of paid service shall not count as part of the aforesaid 39-month period

****ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 12th year-2.25%, 15th year-4.50%, 18th year-6.00%, 21st year-7.50%, 24th year-9.00%, 27th year-10.50%, 30th year-12.00%, and 33rd year-13.50%. Years of service must be in the Oxnard School District.

*****ANNIVERSARY INCREMENT** at the beginning of the 36th year shall be discontinued effective July 1, 2023; except that those unit members who have been placed at Step 12 with 36 years of service prior to July 1, 2023 shall be held harmless, and will receive a 15.0% anniversary increment.

Pending Board Approval 4-17-24

MEMORANDUM OF UNDERSTANDING

The Oxnard School District ("District") and the Oxnard Educators' Association ("OEA") hereby agree to the following with respect to the interpretation of the term "district seniority", "seniority in the district", or "senior" as that term is used in the current Contract between the District and the OEA ("Contract").

1. Except where otherwise required by law, personnel actions that use seniority as a determining factor should be made based on employees' years of service, rather than dates of hire. These actions include, but are not limited to, the granting of leaves of absence or sabbaticals, employee transfers, and extended year assignments.

2. The term "district seniority", "seniority in the district", or "senior" as it is used in the Contract shall be interpreted to refer to years of service, rather than dates of hire, except where otherwise required by law. "Years of service" shall be defined as first date of paid service as a bargaining unit member in the district and will include, when applicable, time spent on a district approved leave of absence, both paid and/or unpaid. It shall not include the time during a break in service from a resignation or termination of employment.

3. A break in service shall occur when a unit member resigns, retires, or is dismissed.

4. When ties in seniority dates occur, for the purpose of a transfer request, the District shall break the tie through a lottery, except where otherwise required by law.

5. This Memorandum of Understanding ("MOU") is intended to clarify the parties' understanding of the term "district seniority", "seniority in the district", or "senior" as it is currently used in the Contract, and is not intended to change term "seniority" or change the rights of any person or entity under the Contract.

6. The District and OEA also agree to revise Article VIII (A) to provide that vacancies occurring when a school site is not in session will be: a) posted on the District's website on two established days per week (determined by the District), b) sent to unit members by email, and c) the District will also call unit members by phone if they have submitted a request to be contacted by phone to the Human Resources Department.

7. This MOU shall be effective as of the contract year 2008-2009, subject to ratification by the Governing Board of the District.



Signature for the District

5/22/09

Date



Signature for the Association

5/20/09

Date

+

**MEMORANDUM OF UNDERSTANDING
Between the Oxnard School District
and the Oxnard Educators Association**

As a result of temporary additional funding, the Oxnard School District and Oxnard Educators Association agree to the following alternative class size language for implementation of Grade Span Adjustment:

For the 2023-2024 School Year:

- The school-wide class size average in K-3 (SEI and DLI) shall be 24:1, with no individual class exceeding twenty-six (26) students.
- The class size for combination classes in grades K-3 shall not exceed twenty-four (24) students.
- The school-wide class size average in grades 4 and 5 in any school shall not exceed thirty-three (33) students with a .4 variance, with no individual class exceeding thirty-four (34) students.
- The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students.
- All general education combination class teachers shall receive a one-thousand-dollar (\$1,000) annual stipend paid monthly over a 11-month period from August to June.
- When the caps set forth in this MOU are exceeded, the district shall take corrective action or meet and confer with the association to resolve the situation no later than the 10th school day of the trimester.

This MOU shall expire in full without precedent on June 30, 2024 unless extended by mutual written agreement of the Parties.



District, Dr. Natalia Torres
Asst. Supt, Human Resources

1/12/2023
Date



Association, Stacie Thurman
President, Oxnard Educators Assoc.

4/12/2023
Date

OSD counter to OEA's January 26, 2024 proposal

**Memorandum of Understanding TK-6 Class Size
Between the Oxnard School District and
the Oxnard Educators Association**

This agreement was made and entered into this day March 15, 2024, by and between Oxnard School District and Oxnard Educators Association.

As of a result of temporary additional funding, The Oxnard School District and Oxnard Educators Association agree to the following alternative class size language for Implementation of Grade Span Adjustment:

For the 2024-2025 School Year:

The school-wide class size ratio in TK (SEI and DLI) shall be in accordance with California State law.

The school-wide class size average in K-3 (SEI and DLI) shall be 24:1, with no individual class exceeding twenty-six (26) students.

The class size for combination classes in grades K-3 shall not exceed twenty-four (24) students.

The school-wide class size average in grades 4-5 in any school shall not exceed thirty-three (33) students. with a .4 variance, with no individual class exceeding thirty-four (34) students.

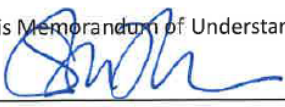
The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students.

The average class size for grade 6 in any school will not exceed thirty-five (35) students; no individual class will maintain a continuing enrollment of more than thirty-six (36) students.

All general education combination class teachers shall receive a one-thousand-dollar (\$1,000) annual stipend paid monthly over a 11-month period from August to June.

When the caps set forth in this MOU are exceeded, the district shall take corrective action or meet and confer with the association to resolve the situation no later than the 10th school day of the trimester. Rather than removing students, affected teachers in K-5 may elect to exceed the caps outlined above by up to three (3) students paid on additional timecard at one hour per week. Teachers in 6th grade may elect to exceed the caps outlined above by up to (3) students per period (except Physical Education (PE) teachers, who may elect to take up to six students) paid on an extra timecard at one hour per month per student per period.

This Memorandum of Understanding shall expire in full without precedent on June 30, 2025.



Stacie Thurman
Oxnard Educators Association

3/15/24
Date



Dr. Natalia Torres, Assist. Supt. HR
Oxnard School District

3/15/24
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION**

This Agreement was made and entered into this day February 28, 2024, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

This MOU establishes temporary pay rates for teacher supervision of students on field trips/academic trips during intersession (3/23/24-4/7/24) and summer break (6/15/24 - 8/9/24). The field trips/academic trips described in this MOU are all related to ELOP activities. The Teacher/Supervisor coordinating the field trip may work with the Director of Enrichment and Special Programs and/or designee regarding any additional hours required for the preparation and planning of said fieldtrip. Teachers will receive field trip compensation rates for any duties performed after the scheduled Extended School Year (ESY) or summer school sessions.

Compensation for Participation in Field Trips/Academic Trips:

Field Trips Less than 4 hours: \$200.00/occurrence

Field Trips Greater than 4 hours and less than 8 hours: \$400.00/occurrence

Extended Field Trips (more than 8 hours/not overnight trips): \$600.00/occurrence

Overnight Field Trips : \$800.00/ day

IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on April 7, 2024 unless extended by mutual written agreement of the Parties.

The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.



Dr. Natalia Torres
Asst. Sup., Human Resources



Anjanette Carrillo
Oxnard Educators Assoc.

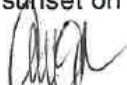
**Memorandum of Understanding Banking of Minutes
Between the Oxnard School District and the Oxnard Educators Association
Collaboration- Release Days**

As a result of temporary additional funding, The Oxnard School District and the Oxnard Educators Association agree to the following PLC/Planning Wednesdays. For the 2024-2025 and 2025-2026 School Years, the District and the Association agree to bank time for a weekly sixty (60) minute block of student free time at all school sites. This time will be used on collaborative instructional planning focused on grade level standards and outcomes aimed to attain the attributes and characteristics of the Student Profile. This will be achieved through focus on lesson design, which will include but be limited to differentiation, integration of high leverage instructional strategies, education technology integration in efforts to meet student academic and social/emotional needs.

Considerations:


- The purpose of this agreement is to provide protected teacher collaborative planning time.
- Grade level/Department teams will work collaboratively with administration to develop a monthly plan in order to provide structure and coherence at the school site. If changes need to be made, grade level teams/departments will collaborate with administrator prior to implementing changes .
- Bargaining unit members may be required to submit a summary of their collaboration upon request.
- TK-8/MS Job Alikes between sites may meet virtually or in person as necessary per the monthly plan. These will be prearranged and scheduled by the Grade/Level Department. The Grade Level/Department will notify their site administrator per their monthly plan.
- This time shall not be used for IEP's, COST, or SSTs or independent grading, nor operational tasks (such as classroom setups copies) not associated with the current collaborative planning.
- Non-classroom-based unit members at the site level will work with grade level teams/departments to develop a plan of support and notify administration.
- District level non-classroom based unit members will develop a plan of support for sites with their administrator.
- The Bargaining Unit Member will receive a yearly stipend of \$2,100 off schedule to participate in this innovative program. The payment will be made in two installments distributed in December and June.
- Bargaining unit members will not meet during the following weeks: Conference weeks, Back to School Night/Open House, and the last week of school.
- Bargaining unit members that are on authorized leave shall have their stipend prorated for the days they participated in collaboration Wednesday.

This Memorandum of Understanding shall not set precedent, nor constitute past practice and shall sunset on June 30, 2026.



 Oxnard Educators Association
 11-13-23

 Date



 Oxnard School District, Assist Supt of HR
 11-13-23

 Date

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 OXNARD SCHOOL DISTRICT
 AND
 THE OXNARD EDUCATORS ASSOCIATION
 Special Ed.- Paraeducators**

This Memorandum of Understanding (MOU) was made and entered into on this November 13, 2023, by and between Oxnard School District (District) and Oxnard Educators Association (OEA)

For the 2023-2025 school years, the District agrees to compensate all Special Education teachers two (2) hours in accordance with the hourly schedule II rate of pay for an entire week in which there is not a Paraeducator assigned to the Teacher's classroom. A week is defined as Monday-Friday or all student days on a week including a holiday.

To receive compensation for not having a Paraeducator assigned/absent to their classrooms, Special Education Teachers will need to submit an extra hours time card, verified by the site administrator. The compensation will be included in the Teacher's regular pay warrant.

This MOU shall expire in full without precedent on June 30, 2025, unless extended by mutual written agreement of the Parties.



11-13-23

Stacie Thurman
 Oxnard Educators Association

Date



11-13-23

Dr. Natalia Torres
 Assistant Superintendent of Human Resources,
 Oxnard School District

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

Memorandum of Understanding Regarding Temporary Assignment of Transitional Kindergarten Teachers Due to Modernization/Construction

This Agreement was made and entered into this day February 28, 2024, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA). The purpose of this MOU is to address the temporary assignment of Transitional Kindergarten (TK) teachers to alternative sites due to the construction activities at their original schools. This agreement aims to ensure that the educational objectives of the District and the interests of the affected teachers are preserved throughout the construction period.

The MOU will be effective during the 2024-2025 school year and will remain in place until the completion of the construction. TK teachers who are in their positions at the end of the transfer cycle or August 1, 2024 will continue to hold their designated position but will be temporarily stationed at alternative sites selected by the District. If the site undergoing construction has multiple TK teachers, the affected teachers will select their temporary location in order of seniority. If a class is collapsed due to declining enrollment the member shall maintain site rites at their original school and are subject to staffing procedures as outlined in Article VII, Transfers and Reassignments. These teachers will retain site rites and position rites at their original schools when the positions are returned to their original sites.

All affected bargaining unit members shall upon request be provided assistance in moving his/her personal and classroom materials, receive one (1) day of student free preparation time, and receive up to sixteen (16) hours compensation, paid at the current hourly rate.

The District commits to keeping the Union and the affected teachers regularly informed about the progress of the construction and the anticipated completion date. This MOU may only be amended or terminated by a written agreement from both the District and the Union.

This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on August 9, 2025 unless extended by mutual written agreement of the Parties.

Dr. Natalia Torres
Asst. Sup., Human Resources


Stacie Thurman
President, Oxnard Educators Assoc.

Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators Association
November 2, 2022

As a result of temporary additional funding, the Oxnard School District and Oxnard Educators Association agree to the following Home/Hospital pay rates effective July 1, 2022.


Home/Hospital instruction shall be paid at the \$80 an hour rate when conducted outside of normal school hours. The \$80 an hour rate includes all time in which the home/hospital teacher is working directly with the student(s) they are assigned to.

This MOU shall expire in full without precedent on June 30, 2023, unless mutually agreed by both parties in writing to extend until June 30th, 2024.



 Dr. Scott Carroll
 Director of HR
 District
 11/2/22

 Date



 Stacie Thurman
 DEA President
 Association
 11/2/22

 Date

Agreement #23-69

MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

This Agreement was made and entered into this day June 7, 2023, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

This MOU establishes temporary pay rates for teacher supervision of students on fieldtrips/academic trips during the summer between the 2022-23 and 2023-24 school year (June 19-August 9th). The fieldtrips/academic trips described in this MOU are all related to summer school/ELOP activities. The Teacher/Supervisor coordinating the field trip may work with the Director of Enrichment and Special Programs and/or designee regarding any additional hours required for the preparation and planning of said fieldtrip.

Compensation for Participation in Fieldtrips/Academic Trips:

Fieldtrips 8 hours or less: **\$400.00/occurrence**

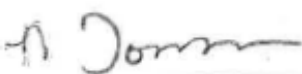
Extended Fieldtrips (more than 8 hours/not overnight trips): **\$600.00/occurrence**

Overnight Fieldtrips: **\$800.00/occurrence**


IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on August 9, 2023 unless extended by mutual written agreement of the Parties.

The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.

 6/7/23

Dr. Natalia Torres
Asst. Sup., Human Resources

 6/7/23

Anjanette Carrillo
Oxnard Educators Assoc.

BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

Peer Assistance and Review

This Agreement was made and entered into this day August 17, 2023, by and between Oxnard School District (District) and Oxnard Educators Association (OEA).

Goal: The Oxnard School District and Oxnard Educators Association strive to provide the highest possible quality of education to the students of Oxnard. In order for students to achieve, teachers must succeed in teaching. The parties believe that all teachers benefit from professional support provided by other classroom teachers. The following adjustments to Article X Peer Assistance and Review shall be as follows.

For the 2023-2024 School Year:

- A probationary or permanent teacher may be referred to the Peer Assistance and Review Program in one of three ways:
 - As a result of being placed in Program Improvement (mandatory participation)
 - Criteria: Formal Observation of a permanent teacher yields a "Needs Improvement" (a score of one) in one or more areas of the California Standards for the Teaching Profession (CSTP)
 - As a result general performance or progressive discipline (administrative referral)
 - Voluntary participation
- The role of Consulting Teacher may be fulfilled by existing permanent bargaining unit members serving in the role of Teacher on Special Assignment (TOSA) in the Teaching and Learning Department.
 - The Consulting Teacher and/or TOSA shall be trained to both offer peer assistance and to understand the specific functions of the PAR program.
 - The Participating Teacher has the right to meet with the PAR Committee to discuss the assignment of the Consulting Teacher/TOSA within two weeks of notification.

This MOU shall expire in full without precedent on June 30, 2024 unless extended by mutual written agreement of the Parties. Both parties acknowledge upon expiration of this MOU, the provisions included in Article X: Peer Assistance and Review shall prevail.



Stacie Thurman
President, Oxnard Educators Association

8/17/23

Date



Dr. Natalia Torres
Asst. Superintendent

8/17/23

Date

**Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators Association
March 14, 2022**

As of a result of temporary additional funding, the Oxnard School District and Oxnard Educators Association agree to the following Tutoring, Summer School, Intersession, Saturday School, Extended School Year effective July 1, 2022


The Tutoring, Summer School/Intersession, Saturday School/Extended School Year rate of pay shall be \$80 an hour. There will be at least one hour paid preparation time for every four (4) hours worked.

PROFESSIONAL DEVELOPMENT

The hourly rate for District or site professional development will be \$60 an hour.

This MOU shall expire in full without precedent on June 30, 2023, unless mutually agreed by both parties in writing to extend until June 30, 2024.

Dr. Victor Jones
District


Association

3/14/22
Date

3/14/22
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

This Agreement was made and entered into this day, August. 21, 2023, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

For the 2023-2024 School Year:

ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION

4. All Teachers on Special Assignment (TOSAs) will have scheduled hours from 8:30 – 3:30 (inclusive of a 40 minute lunch). If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at Schedule II. All schedule changes require mutual consent and reasonable advance notification.

TOSAs assigned to support a specific school site will select, in conjunction with Asst. Superintendent or designee, either 8:00-3:00 (inclusive of a 40 minute lunch or 8:30-3:30 (inclusive of a 40 minute lunch) to best serve the staff at their assigned site. If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at the Schedule II rate. All schedule changes require mutual consent and reasonable advance notification.


This MOU shall expire in full without precedent on June 30, 2024 unless extended by mutual written agreement of the Parties.



Anjanette Carrillo
Oxnard Educators Association

8-21-23

Date



Dr. Natalia Torres
Asst. Superintendent

8-22-23

Date