

TO: Larry Mendonca, Superintendent Regular Meeting

SUBJECT: Approval to ratify the contract between January 13, 2025
Oakdale Teachers' Association and the
Oakdale Joint Unified School District

BACKGROUND

The District has negotiated and reached a tentative agreement with the Oakdale Teachers' Association. The language has included a one-time, off the salary schedule payment of \$4,000.00 for all full time bargaining unit members at time of board approval. Any bargaining unit member who works less than full-time shall receive a prorated amount as a one-time, off the salary schedule payment. The agreement includes new contract language for the following Articles: 10, 24, 31, 36, 37, Appendix A & B.

ANALYSIS

This action would be consistent with the Oakdale Joint Unified District Board practice to negotiate fairly with the Oakdale Teachers' Association.

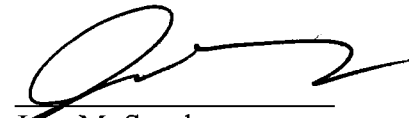
FISCAL IMPACT

Both the Superintendent and the Chief Business Official have certified in accordance with the Government Code section 3547.5 (b) that the costs incurred by the school district under this agreement can be met by the district during the agreement's term. The amount of this on-time, off salary schedule payment is \$1,217,650.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement to ratify the contract between the Oakdale Teachers' Association and the Oakdale Joint Unified School District.

Recommended by:



Jose M. Sanchez

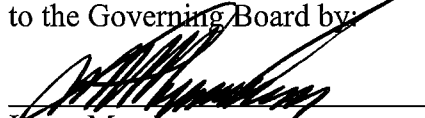
Assistant Superintendent, HR



Kassandra Booth

Chief Business Official

Approved for Recommendation
to the Governing Board by:



Larry Mendonca

Superintendent

TENTATIVE AGREEMENT
by and between
OAKDALE JOINT UNIFIED SCHOOL DISTRICT (DISTRICT)
and
OAKDALE TEACHERS ASSOCIATION (OTA)
For the 2024-2025 School Year

December 17, 2024

Article 10: TRANSFER PROCEDURE FOR CERTIFICATED PERSONNEL

10.1.6 Vacancy - is any position that does not have a unit member assigned to it. This includes, but is not limited to, openings due to resignation, retirement, death, promotion, or newly created and/or additional positions.

10.2.6 Proven effectiveness in present position, including consideration of the most recent evaluation.

10.3.2 During and after the school year, all staff will be notified of vacancies by email.

10.3.3 This vacancy shall be filled by the most qualified site staff member (using the criteria in 10.2).

ARTICLE 24: PERSONAL NECESSITY LEAVE

24.1 The bargaining unit member, at his/her election may claim and deduct up to ten (10) days per year from his/her accumulated sick leave in case of personal necessity. Additional days from accumulated sick leave may be granted by the District on a case-by-case basis without precedence. Prior approval by the District will not be required for the following reasons:

24.1.1 Death or serious illness of a member of his/her immediate family as defined in Bereavement Leave;

24.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.

24.1.3 Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control and as subsequently approved by the District.

24.2 Prior approval is necessary before the leave is deducted from the above ten (10) days whenever possible. Absences which may be charged to the bargaining unit member's accumulated sick leave under this section include the following:

24.2.1 Death or serious illness of a relative other than the immediate family or a close personal friend;

24.2.2 Appearances in response to an official order from a duly authorized governmental agency, which cannot be scheduled outside of the work day;

24.2.3 Illness or accident to immediate family member.

24.2.4 Paternity leave or domestic partner leave during and immediately after the birth of the child.

24.2.5 Professional Growth

24.3 If more than ten (10) days of personal necessity are used in a year or if personal necessity days exceed the employees accumulated sick leave bank, the employee will be docked their daily per diem rate of pay.

24.4 A bargaining unit member may take up to five (5) days of the total ten (10) days of personal necessity leave with advanced notification to the site administrator which may be used as employee discretionary days. A maximum of five (5) discretionary days may be used consecutively on contracted days. There shall be no more than three (3) teacher bargaining unit member per day per school site who may use this leave on any given day, except with District approval. There shall be no more than three (3) bargaining unit members per day per school site who may use this leave on any given day, except with District approval. This leave shall not be used for concerted activities and is not cumulative. Bargaining unit members are expected to use professional judgment concerning the use of these days.

Article 31: HOURS/WORK YEAR

31.1 High School Work Day

31.1.2 At Oakdale High School a seven period day will be offered to students using the District approved bell schedule. The High School teacher workday will coincide with that of the student instructional day and teacher assigned periods (1-6 or 2-7, etc.) The regular teacher work day at Oakdale High School is three hundred eighty five minutes (385) which includes a forty-five minute duty free lunch, a ten (10) minute break, and six (6) minute passing periods between classes. Hours beyond those of the students' day will be used to fulfill other professional obligations such as back-to-school night, SST, IEP and 504 meetings.

Sites will continue the practice of scheduling the majority of the SST, IEP and 504 meetings during school hours, prep periods when possible.

31.1.4 Teachers will be scheduled periods one (1) through six (6) or periods two (2) through seven (7) as determined by student and department needs. Teachers scheduled one (1) through six (6) shall have their workday end no later than the regularly scheduled six (6) period day and teachers scheduled two (2) through seven (7) shall have their workday end no later than the regularly scheduled seven (7) period day.

31.2 Junior High Work Day

31.2.1 The Junior High (grades 7 and 8) teacher workday will coincide with that of the student instructional day. The annual number of minutes at Oakdale Junior High shall be 57,500 including passing time (subject to pending legislation). Minimum days will end at 11:40 a.m., as long as the finalized number of minimum days do not require additional time. Teachers shall receive a minimum of forty-five (45) minutes of duty free lunch. Hours beyond those of the students' day will be used to fulfill other professional obligations such as back-to-school night, SST, IEP and 504 meetings. Sites will continue the practice of scheduling the majority of the SST, IEP and 504 meetings during school hours, prep periods when possible.

31.3 Elementary Work Day

31.23 For any IEP/SST/504 meeting that extends the bargaining unit member's workday in excess of an hour the District will compensate the employee at the Certificated Extra Duty rate for the additional time that exceeds the one hour.

31.26 OTA represents Independent Study teachers. Full-time Independent Study teachers shall be placed on the teacher's salary schedule according to years of experience and units. Placement on the teachers' salary schedule shall be as follows: A teacher with a student load of 25 students (five students a day/five days a week) will be placed on the five period salary schedule; a teacher with a student load of 30 student (six students a day/five days a week) will be placed on the six period salary schedule. A teacher with a student load of 50 online students will be placed on a 5 period salary schedule; a teacher with a student load of 60 online students will be placed on a six period salary schedule. No current full-time teacher will be reduced to

part-time unless necessitated by reduction in program. Full-time Independent Study teachers will receive full benefits.

31.29 Academic Coaches shall be treated as if they taught six (6) periods daily.

ARTICLE 32: SALARY SCHEDULE

32.1 All cells on the 2023-2024 certificated salary schedule shall increase by 0% retroactive to July 1, 2024 to become the 2024-2025 salary schedule for all contracted certificated employees at time of board approval.

32.1.1 In lieu of a salary schedule increase, all full-time bargaining unit members shall receive \$4,000 one-time, off the salary schedule payment for all full time bargaining unit members at time of board approval. Any bargaining unit member who works less than full-time shall receive a prorated amount as a one-time, off the salary schedule payment.

32.2 If any other District employee (excluding the Superintendent) receives a salary or benefit increase, OTA and the District will reopen negotiation on salaries and/or benefits.

ARTICLE 36: EARLY RETIREMENT

36.1 A teacher may apply to the Board of Trustees for a Reduced Workload Program (Willie Brown Retirement). If eligible, required in Education Code Section 44922 and approved by the Board of Trustees, the teacher would work a fifty (50) percent schedule and both the teacher and the District would contribute to STRS an amount that would have been paid had the member been employed full-time.

36.2 A Retirement Incentive Program will be provided by the District for the 2024-2025 school year. Those employees eligible for retirement under the State Teachers Retirement System (STRS) for school members shall be eligible to participate in the District Retirement Incentive providing the following provisions are met:

36.2.1 The employee must have completed a minimum of ten (10) years of continuous service to the District.

36.2.2 The employee must have attained the age of fifty-five (55) years of the retiring year.

36.2.3 To be eligible, the certificated employee shall notify the District Superintendent by Friday, February 28, 2025 of his/her intent to retire.

36.2.3.1 The signed retirement letter must be hand-delivered to the Human Resources Department prior to the end of the workday on Friday, February 28, 2025.

36.2.4 This Retirement Incentive shall apply to those certificated employees 55 years of age and older.

36.2.5 No certificated employee who is to receive Retirement Incentive payment may accept a position in the Oakdale Joint Unified School District or any other public school district in California. (Substituting or any other short-term contracts allowed by STRS and not affecting the retirement payments are exceptions.) If this provision is violated, the amount of the Retirement Incentive payment paid shall be returned to the District and subsequent payments terminated.

36.2.6 Such incentive payments are not utilized in determining compensation for retirement benefit payment purposes.

36.2.7 The amount of Retirement Incentive shall be determined as follows:

36.2.7.1 Thirty percent (30%) of his/her current yearly salary for retiring between the age of 55 and including 57 years of age.

36.2.7.2 Twenty-five percent (25%) of his/her current yearly salary for retiring between the age of 58 and including 59 years of age.

36.2.7.3 Twenty percent (20%) of his/her current yearly salary for retiring between the age of 60 and including 61 years of age.

36.2.7.4 Fifteen percent (15%) of his/her current yearly salary for retiring at 62 years of age and greater.

36.2.7.5 Incentive will be based on annual base salary, stipends not included.

36.2.8 The employee may elect to:

36.2.8.1 Receive all or part of the Retirement Incentive payment after date of retirement by December 31, 2025, OR

36.2.8.2 Receive the Retirement Incentive payment in installments, the amounts and dates of which will be designated by the employee, so that the retiree does not receive in excess of that allowed by STRS regulation from public school employment in any fiscal year. Total Retirement Incentive payments shall be made within five (5) years.

36.2.9 In case of death of the retiree, the unpaid portion of the Retirement Incentive payment(s) shall be paid to his/her estate.

36.2.10 Retirees may continue the benefits of group rates for medical, dental, prescription drugs and vision programs as long as the retiree continues to reimburse the District for these programs. Retirees may continue other health benefit programs as long as the cost of such is reimbursed to the District.

36.2.11 This article, section 36.2, will sunset on June 30, 2025.

ARTICLE 37: CLASS SIZE

37.1.3 Compensation will be given to any 4-6 grade teacher whose average class size is over 32 enrolled students per academic week (excluding the first two weeks of the school year). The compensation will be \$10 per week per student. Teachers are responsible for submitting a district designated form monthly to receive compensation. In order to receive the compensation, the form must be submitted within the designated payroll period and will not be paid retroactively. This starts during the 2021-2022 school year and will sunset at the end of 2024-2025 school year.

37.2 There will be a maximum of two (2) combination classes at each elementary site.

37.2.1 Teachers in combination classes will not have yard duty.

37.3 The District will provide the Association a copy of the District grade level enrollment form on a monthly basis.

37.4 Clusters of students classified as English Language Learners, GATE, special education or as special needs with identified learning and/or physical disabilities shall be included in a review of class size. SDC-LH and SDC-SH students will not be considered as part of the classroom roster on record in grades TK-6th. Every effort will be made for the above listed clusters of students to be equally distributed and

supported among the teachers. The District will provide bargaining unit members with data regarding student population demographics at the beginning of each school year and again in January. The District will make every effort to have equally balanced classrooms in terms of ensuring a diverse, inclusive, equitable, and safe learning environment for all students and teachers.

37.6 The District will make every effort to follow the Stanislaus County Special Education Local Plan Area (SELPA) guidelines for loading standards.

APPENDIX A: HIGH SCHOOL ATHLETIC STIPENDS

Add 2 high school golf assistant coach stipends (1 boys, 1 girls) calculated at 4.5%.

APPENDIX B: EXTRA DUTY SCHEDULE

Raise elementary Ag Day Chairperson stipend to 4.25% to level it with the Science Olympiad Coach stipend.