

CONTRACT

BETWEEN
THE

OXNARD SCHOOL DISTRICT



AND
THE

OXNARD EDUCATORS ASSOCIATION

CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION



2025-2026

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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 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.

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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.

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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.

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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.

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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

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

RETURN FROM LEAVE

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

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

SICK LEAVE

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

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

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

c. After all earned leave, as set forth above, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the bargaining unit member's salary shall be the amount listed on the Substitute Teacher Salary schedule for regular or long term substitutes or, if no substitute is employed, the

amount which would have been paid to a substitute per the substitute teacher salary schedule. The benefit provided by this paragraph is available one time only during any school year, any unused leave under this section shall not accumulate from year to year.

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

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

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

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

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

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

PREGNANCY DISABILITY LEAVE (PDL)

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

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

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

3. Bargaining unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy,

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

9 SICK LEAVE USE FOR ADOPTION/PATERNITY/FOSTER CARE

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

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

27 PARENTAL LEAVE

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

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

38 A bargaining unit member has the option of using any accumulated

1 Personal Illness Leave for the twelve (12) week Parental Leave. Under
2 CFRA regulations, the minimum duration of the leave shall be two (2) week
3 blocks of time, except the District must grant a request for leave of less
4 than two (2) weeks duration on any two (2) occasions. Parental leave must
5 be utilized during the first year following the birth or placement of a child
6 with the bargaining unit member.

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

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

22 LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION,

23 ADOPTION AND CHILD-REARING

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

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

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

35 4. The duration of such leave shall consist of no more than twelve (12)
36 consecutive months and shall automatically terminate on the last working
37 day in the school year in which such leave is granted. An extension of leave
38 may be granted by the Superintendent or the Superintendent's designee

not to exceed an additional twelve (12) months.

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

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

BEREAVEMENT LEAVE

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

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

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

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

INDUSTRIAL ACCIDENT LEAVE

1. Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment

shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence. Payment for wages lost on any day shall not, when added to a temporary disability indemnity award granted under the worker compensation laws of this state, exceed the employee's full salary. Industrial accident and illness leave shall be reduced by one day for each day of authorized absence, regardless of a compensation award made under the worker's compensation laws. When an industrial accident or illness leave occurs at a time when the leave will overlap into the next fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, the employee continues to receive temporary disability indemnity under the worker's compensation laws of this state at the time of the exhaustion of benefits under this section, the employee may elect to take as much of the employee's accumulated and available sick leave, which, when added to the worker's compensation award, results in a payment of not more than the employee's regular salary. An employee requesting Industrial Accident and Illness leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.

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

IMMEDIATE FAMILY ACCIDENT/ILLNESS LEAVE

1. Definition The District may grant a leave of absence for a serious illness or accident or major surgery of a member of the unit member's immediate family or household. This provision is not cumulative from

year to year but is available in the event of each serious illness or accident or major surgery in the unit member's household. This provision applies only to those situations that mandate the presence of the unit member with the ill or injured member of the family and is intended to supplement personal necessity leave.

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

FAMILY CARE AND MEDICAL LEAVE

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

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

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

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

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

5. Coordination of Benefits Unit members will be required to use all accrued paid vacation, other accrued time off, and any other paid or unpaid time off provided for under this agreement such as personal leave, five month differential pay, immediate family accident/illness

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

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

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

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

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

35 CATASTROPHIC SICK LEAVE BANK

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

1 Catastrophic Leave may not be used for:

- 2 a. Elective Surgery
- 3 b. Personal Necessity Leave
- 4 c. Normal Pregnancy
- 5 d. Substance Abuse Rehabilitation
- 6 e. Bereavement
- 7 f. Due to the nature of diagnosis for stress and other

8 psychological illnesses, such illnesses shall not qualify for catastrophic
9 leave unless they involve extended hospitalization.

10 2. The Association and the District agree to create a Catastrophic
11 Leave Bank effective July 1, 2017. The Catastrophic Leave Bank shall
12 be funded in accordance with the terms below.

13 3. For the purposes of this section, a "day" shall be any day a unit
14 member is expected to be on duty, as determined by the terms of the
15 Agreement.

16 4. Days in the Catastrophic Leave Bank shall accumulate from year
17 to year.

18 5. Days shall be contributed to the Bank and withdrawn from the
19 Bank without regard to the daily rate of pay of the Catastrophic Leave
20 Bank participant.

21 Eligibility and Contributions

22 1. All bargaining unit members are eligible to contribute to the
23 Catastrophic Leave Bank provided that the bargaining unit member has
24 at least one (1) sick leave day to contribute.

25 2. Participation is voluntary but requires contribution to the Bank as
26 defined in 4 below. Only contributors will be permitted to withdraw from
27 the Bank.

28 3. Contributions shall be made during the enrollment period between
29 July and the last duty day in October of each school year. Bargaining
30 unit members returning from extended leave which included the
31 enrollment period and new hires, will be permitted to contribute within 30
32 calendar days of beginning work.

33 4. The annual rate of contribution by each participating bargaining
34 unit member for each school year shall be one (1) day of sick leave,
35 which shall be deemed to equate to the legal minimum required by
36 Education Code Section 44043.5 up to a maximum of one-half (1/2) of
37 the bargaining unit member's annual accrual. Bargaining unit members
38 serving in part-time assignments shall also make a minimum annual

1 contribution equal to the length of their workday.

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

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

20 Withdrawal from the Bank

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

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

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

4. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than fifty (50) duty days. Bargaining unit members may submit a request for an extension of a withdrawal for one (1) additional fifty (50) allotment for each catastrophic illness or injury. Catastrophic leave days not used by the bargaining unit member shall be returned to the Catastrophic Leave Bank.

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

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

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

8. If a unit member cannot access their home due to a natural or manmade disaster and a request for assistance is received by Human Resources, the Catastrophic Leave Committee shall meet within three (3) working days and make a decision whether or not to allow the member to receive up to five (5) days from the Catastrophic Bank. Examples of disaster include, but are not limited to, the following: condemning and/or destruction of home, i.e. flooding, fire, landslide, etc. For the purposes of

such requests, the unit member does not need to exhaust all other available leave in order to access catastrophic leave if qualified.

Administration of the Bank

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

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

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

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

MILITARY LEAVE

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

SABBATICAL LEAVES OF ABSENCE FOR UNIT MEMBERS

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

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

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

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

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

- a. Professional Study A sabbatical leave for professional study is one during which the unit member is enrolled in a program of full-time study in an accredited institution of higher

1 learning. Courses must, in the judgment of the sabbatical leave committee,
2 relate to the present or prospective service of the unit member.

3 b. Independent Study or Research A leave taken for the
4 purpose of pursuing a program of independent study or
5 research must be related to the present or prospective
6 services of the unit member and must be under the guidance
7 of the District Sabbatical Leave Committee. The program
8 must be equivalent in effort and content to that required
9 under paragraph (a) above, for professional study. A
10 complete plan for such study must be approved by the
11 Sabbatical Leave Committee and filed with the original
12 application for leave.

13 c. Travel A travel leave is one during which the unit member
14 shall remain in travel status and must be related to the
15 present or prospective services of the unit member. A
16 complete plan for such travel must be approved by the
17 Sabbatical Leave Committee and filed with the original
18 application for leave.

19 d. Combination Study and Travel A combination leave may be
20 approved for both study and travel provided that the goals
21 specified relate closely to the present or prospective service
22 of the unit member in the Oxnard School District. A
23 complete plan for such a combination must be approved by
24 the Sabbatical Leave Committee and filed with the original
25 application for leave.

26 3. Eligibility Sabbatical leave for the purpose of engaging in
27 professional study, research and travel, may be granted to unit members
28 who have completed seven (7) continuous, full school years of service in
29 the Oxnard School District. Service of at least seventy-five percent (75%)
30 of the duty days in each year will count as a full school year. Any exceptions
31 must be upon the recommendation of the District Sabbatical Leave
32 Committee.

33 Successful applicants must fulfill all terms of the leave agreement
34 granted to them and render two full school years of service to the District
35 upon return from leave, except as death or physical or mental disability or
36 circumstances beyond the control of the employee may intervene.

4. Length of Leave A sabbatical leave may be granted for a college quarter; semester; two or more consecutive quarters; or two semesters in the same school year.

5. Number on Leave The total number of unit members granted sabbatical leave during any one school year shall not exceed two percent (2%) of the total number of certificated employees.

If the number of eligible unit members applying for sabbatical leave for any one fiscal year exceeds two percent of the total number of certificated employees of the District, the granting of leaves shall be governed by:

- a. Relative merits of each leave program
- b. Seniority
- c. Whether applicant has been granted previous leave.

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

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

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

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

- a. The Superintendent's designated representative who will serve as chairman.
 - b. The Assistant Superintendent of Human Resources and Support Services.
 - c. Two unit members selected by the Association.
- The committee will make recommendations to the Superintendent for the granting of leave in an order based upon the committee's priority of all leave applications. If the committee recommends that certain sabbatical leave

proposals do not meet the criteria or do not show merit, it shall so state in its report to the Superintendent.

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

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

10. Compensation The unit member on sabbatical leave may elect to receive his/her compensation in accordance with any of the options provided by the business office after furnishing a suitable bond indemnifying the District against loss in the event the unit member fails to render at least two years of service in the District following his/her return from leave. Such bond will be exonerated in the event of failure to return and render such two years of service caused by death, physical or mental disablement of the unit member, or circumstances beyond the control of the unit member.

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

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

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

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

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

11. Additional Compensation Additional compensation is compensation services or employment during the period of sabbatical leave other than compensation granted by the Oxnard School District. Additional compensation received by the unit member in excess of the difference

1 between the unit member's regular salary and the salary while on leave will
2 be deductible from the leave salary paid by the District.

3 Additional assistance from such recognized sources of aid to study,
4 research and travel as scholarships, grants and fellowships shall not
5 constitute additional compensation in the meaning of the above paragraph.
6 It shall be the policy of the Oxnard School District to encourage its
7 employees to seek such assistance.

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

12 Verifications shall be presented in the report (such as places visited,
13 dates, length of stay, and in case of foreign travel, a passport). In the case
14 of professional study, official transcripts of credit bearing the seal of the
15 university and the signature of the registrar should be presented, as well as
16 any documenting evidence pertinent to the report to the Board.

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

20 **PERSONAL LEAVE**

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

26 **Court Appearance Leave/Jury Duty Leave**

27 **1. Definition** A unit member of the District, other than a litigant in the
28 case, shall be granted court leave with pay to perform trial or inquest jury
29 duty, mandated grand jury, or to appear in federal, state, or municipal court
30 or to appear before a state agency as a subpoenaed witness.

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

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

37 Upon return from court leave, the unit member is responsible for
38 reporting to the District business office and making payment for fees

collected. A unit member who appears for jury duty or witness service during regularly scheduled off-duty time may retain fees and other allowances.

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

EMERGENCY LEAVE DUE TO NATURAL DISASTERS

In the event that work is canceled by the District administration because of flooding or other natural disasters, or in the event an employee is unable to reach work because of conditions resulting from a natural disaster such as flooding, slides, washouts, loss of bridges and/or similar causes, the Board of Education shall grant emergency leave of absence to the employees affected. This leave shall be granted without loss of pay and shall not be charged against the employee's personal necessity or other paid leaves.

GROWTH LEAVE

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

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

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

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

Article VI: Leaves of Absence

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

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

LEAVES FOR BILINGUAL TEACHERS

The Oxnard School District (hereafter "District") and the Oxnard Educators Association (hereafter "Association") wish to attract and to retain qualified bilingual teachers. The parties recognize that a shortage of bilingual teachers combined with legal requirements for a bilingual education program substantially limit the opportunities of bilingual teachers to transfer to monolingual classrooms.

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

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

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

- a. Possess a current bilingual credential or certificate.
- b. Have completed five (5) consecutive years of credited service in a full-time assignment to an Oxnard School District bilingual classroom; such years must be actual years of credited service -- a year's leave of absence will not count.
- c. Submit a written request for one year transfer to English-only classroom by March 15 of the year preceding the school year for which transfer is requested.

3. For eligible teachers as described above, the leave or leaves shall be granted for not to exceed three percent (3%) of the total number of teachers with bilingual credentials or certificates assigned to bilingual classrooms as of March 15 preceding the start of the new school year; by way of example, on March 15, 1993 sixty-two teachers with bilingual credentials were assigned to bilingual classes; three percent of sixty-two

1 equals 1.86; rounded off to the nearest whole number, this would allow two
2 teachers with bilingual credentials to be assigned to English-only
3 classrooms for the 1993-94 school year. If the number of eligible teachers
4 applying exceeds the three percent cap, such teachers will be ranked in
5 descending order by total number of consecutive years of full-time credited
6 service in Oxnard School District bilingual classrooms. Ties will be broken
7 on the basis of District seniority. Ranking will be used as a basis to award
8 the transfers up to the three percent cap; the teacher with the greatest
9 number of total consecutive years being awarded the transfer and similarly
10 with the next teachers in descending order until the cap is reached.

11 For future years, eligible teachers will be ranked on the same basis
12 except that the transfer shall be awarded to the eligible teacher who has
13 least recently or never taken the one-year assignment to an English-only
14 classroom.

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

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

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

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

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

37 ABSENCE DUE TO ASSAULT AND/OR BATTERY

38 When absence arises out of or from job-related assault and/or

battery, the unit member shall not forfeit any sick leave or personal leave if verified by a licensed physician indicating inability to perform the required duties. Absence shall be allowed for a maximum of five (5) days following the expiration of worker's compensation benefits.

ASSOCIATION LEAVE

1. Definitions:

- a. "Association representative" shall mean Association President, or his or her designees to represent the interests of the Association.
- b. "Association leave" is hereby defined as leave used by an Association representative at the direction of the Association President or his or her designee for the conduct of Association business.
- c. "Paid Association Leave" shall be leave days granted by the District to Association representatives where the District will bear the expense of any substitute for each day of released Association leave granted.
- d. For the purposes of this Article only, "Association President's designee" shall be any Association representative or unit member whom the President has designated to act on his or her behalf, provided the President has given the Assistant Superintendent of Human Resources notice of such designation, prior to the taking of any action by such designee in the place of the President, confirmed in writing within 24 hours of the designation.

2. Each school year the Association President shall be provided with Paid Association Leave equal to eighty (80) percent of the President's duty year. The District will pay the costs, including pro rata fringe benefits, to cover thirty (30) percent of the leave. The Association will pay the costs, including pro rata fringe benefits, to cover fifty (50) percent of the leave, which will be for the purpose of conducting Association business. The amount billed to the association will be based upon Column B, Step 1 of the OEA salary schedule as of September 1 of each year. Prior to the first day of each school year the Association President shall meet with the Assistant Superintendent of Human Resources to discuss the eighty (80) percent leave through the course of the school year and how the remaining twenty (20) percent of the work days will be fulfilled. The President's assigned position will be held for him/her for up to two consecutive years. After that,

1 the "Return from Leave" section (at the beginning of Article VI, Leaves of
2 Absence) shall apply.

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

9 4. The Association may purchase a maximum of fifty (50) additional
10 leave days for Association business by paying the cost of a substitute for
11 each day purchased. The Association may use such additional days for
12 tasks including but not limited to (a) unit members working in year-round
13 schools to attend Association (including CTA and NEA) meetings and
14 training sessions; and (b) the representation of unit members or the
15 Association in grievances to enforce the terms and conditions of this
16 collective bargaining agreement.

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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 ensure 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

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

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

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

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

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

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

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

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

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

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

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

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

7. SPECIAL EDUCATION CLASSES Any special education class that is transferred to a new school site, the current teacher is automatically 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
21 classes, (i.) special education classes, (ii.) combination
22 classes, (iii.) number of classes at each grade level; and (iv)
23 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. The
28 administrator will conference with each certificated bargaining
29 unit member affected by re-designation or deletion of classes,
30 starting first with the most senior bargaining unit member. Any
31 open positions will be posted and filled as School Site
32 Vacancies (Article VII: Transfers and Reassignments,
33 Sections 2 and 4. If there are no volunteers, the least senior
34 bargaining unit members (according to District seniority)
35 regardless of grade level, will be considered involuntarily
36 "displaced." These least senior involuntarily "displaced"
37 bargaining unit members will have the right to reapply to the
38 school site after the "unassigned" bargaining unit members

at the site have had the opportunity to apply for School Site Vacancies as per Article VII: Transfers and Reassignments, Sections 2 and 4.

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

9.2 Intermediate Level

- a. The District will inform the intermediate principal with staff allocation for the next school year by the first week in April.
- b. The administration at the intermediate level will designate the number of classes at each grade level and the number of

content area sections in general education, special education, and ELD.

- c. If the re-designation or deletion of classes produces a reduction in staff, the least senior bargaining unit members (according to District seniority) in that content area regardless of grade level, will be considered involuntarily “displaced.” Before displacing any teacher, the principal will ask for volunteers in that subject area to be displaced. The most senior volunteer will be displaced.
- d. The administrator will conference with each certificated bargaining unit member affected by re-designation or deletion of classes, starting first with the most senior bargaining unit member. Any open positions will be posted and filled as School Site Vacancies (Article VII: Transfers and Reassignments, Sections 2 and 4).
At the intermediate level, the most senior bargaining unit member that is involuntarily displaced may “bump” the least senior bargaining unit member in another content area if they have the credential and if they meet the “highly qualified” standard under NCLB for that subject area.
- e. Should a bargaining unit member choose not to accept a position on site or there are no unstaffed positions at that school site, he/she will be considered involuntarily “displaced.” The displaced bargaining unit member’s options, at that point, will be to apply for openings that occur with the District.
- f. If a bargaining unit member is displaced, the affected bargaining unit member may apply for vacancies District-wide, within two (2) days, as they occur, prior to those vacancies being made available for transfer to all other bargaining unit members.
- g. Before the first day of instruction, the displaced bargaining unit member shall have first priority to return to their original site and/or similar position should it become available and before it is advertised District-wide.

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1 9.3 Elementary and Intermediate Levels:

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

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10. SITE MENTOR TEACHER SELECTION PROCEDURES:

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

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

b. The filling of the vacancy shall be for one year. The candidate shall be selected by the principal, with input from the two members of the Leadership Team. The candidate will be selected based on credentials, experience/training applicable to the position, relevant coursework in major, minor and post-graduate training. Seniority shall be the overriding factor when choosing among candidates with similar qualifications.

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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.

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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

period as a permanent teacher in the District immediately prior to the evaluation year under consideration received final performance summary evaluations of “Maturing” or above in each CSTP standard evaluated.

e. “Evaluator” means a unit member’s school principal, assistant principal, or administrative supervisor possessing an administrative services credential.

f. “Informal Observation” means classroom observation of a unit member by an Evaluator of a duration not to exceed fifteen (15) minutes.

g. “Final Evaluation Summary Report” means the final evaluation summary report prepared by a unit member’s Evaluator prior to the close of the school year. Each Final Evaluation Summary Report shall contain both numerical ratings and a narrative summary explaining the numerical ratings.

h. “Formal Observation” means evaluation using classroom visits by a unit member’s Evaluator. Each visit shall be of a duration sufficient to observe and assess the unit member’s Instructional program and planning for the period covered by the observation, but no longer than the length of the lesson agreed (for non-permanent unit members) or selected by the unit member (for permanent unit members) for observation. Such observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member and on no less than three (3) days’ notice. The use of eavesdropping, closed-circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

i. “Standard Evaluation” means Formal Observation.

2. This Article shall outline the procedure for conducting teacher evaluations. The evaluations of District teachers shall be based on the CSTP. Notwithstanding the immediately preceding sentence, or in any other provision in this Article, CSTP 6 shall not be evaluated in any Formal Observation and shall not be included in any Final Evaluation Summary Report for Standard Evaluation or Alternative Evaluation.

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

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

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

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

- a. Grievances shall not be permitted with respect to evaluations that are part of a statutory 90-day notice or 45-day notice under Education Code Section 44938;
- b. Unit members who grieve evaluations shall concurrently proceed with improving noted deficiencies while the grievance procedure is being utilized; and
- c. Timelines contained herein shall have no force or effect insofar as the statutory dismissal procedures relate to the rights either of the District or the unit member.

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

Establishing Evaluation Criteria

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

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

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

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

Standard Evaluation

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

2. Successful completion of a Formal Observation shall be determined by a numerical rating, substantiated by a narrative summary of the rating. Points shall be attributed as follows:

Unit members' 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

3. After each Formal Observation, the Evaluator shall present a written report of the observation to the unit member within five (5) days following the observation. A post-observation conference shall be held within seven (7) days following the observation to discuss and review the observation and/or 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.

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

Final Evaluation Summary Report

1. 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. 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

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

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

PERMANENT UNIT MEMBERS Permanent teachers shall be evaluated at least once every other school year. Permanent teachers with a least ten (10) years in the District, who earned an overall final evaluation rating of 4, “Exemplary”, may be evaluated at least once every four (4) school years, with prior consent of the evaluator and unit member. Consent for an evaluation cycle beyond every other year may be withdrawn at any time by either the teacher or the evaluator. The parties recognize that permanent unit members who have consistently demonstrated a skilled level of teaching may benefit from evaluation methods more specifically tailored to their professional needs and goals. Therefore, Eligible Teachers may select an Alternative Evaluation Method, subject to the provisions of this Article.

Establishing Evaluation Criteria

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

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

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

Standard Evaluation

1. Standard Evaluation for permanent unit members shall entail at least one (1) Formal Observation per annual evaluation period. Unit members may be required to undergo up to a maximum of three (3) Formal Observations for the annual evaluation period, as set forth in paragraphs 3 and 4 of this subsection. Formal Observations should begin approximately one month after the setting of evaluation criteria and should conclude no later than ten (10) days prior to the Final Evaluation Summary Report. Formal Observations shall not be undertaken during the week preceding a school holiday break consisting of five (5) or more days.

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

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

3. After each Formal Observation, the Evaluator shall present a written report of the observation to the unit member within five (5) days following the observation. A post-observation conference shall be held within seven (7) days following the observation to discuss and review the observation and/or 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.

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

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

6. Where a permanent unit member receives a numerical rating of 2 ("Developing Practice") or below in any CSTP standard for his/her first or second Formal Observation in the school year, the Evaluator shall disclose in writing specific areas in which improvement is needed. The unit member and his/her Evaluator shall develop a performance

improvement plan which shall include additional Formal Observations (not to exceed a total of three (3) for the entire evaluation period, taking into account any Formal Observation(s) already completed) at intervals set forth in the performance improvement plan. The unit member shall take affirmative action to improve in the areas noted by the Evaluator.

Final Evaluation Summary Report

1. 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 members 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. 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

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

4. A unit member receiving an "Unsatisfactory" rating on a Final

5. Evaluation Summary Report must participate in the PAR program.

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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. Alternative Evaluations should start no sooner than the fifth (5) year including at least three (3) years in permanent teaching status. 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:

Rating	Level of Completion	Growth Criteria	Points Allocated
Exemplary	• All option requirements completed • <u>Significant growth*</u> in teaching, student impact, or school–community contribution • <u>Evidenced in: Artifacts/Project completion and Final Self-Evaluation Summary</u>	4 of 4	4

Rating	Level of Completion	Growth Criteria	Points Allocated
Meeting Standard	• All option requirements completed • <u>Satisfactory growth*</u> in teaching, student impact, or school–community contribution • <u>Evidenced in: Artifacts/Project completion and Final Self-Evaluation Summary</u>	3 of 4	3
Developing (Reverts to Standard Evaluation in subsequent year)	• All or partial option requirements completed • <u>Minimal growth*</u> in teaching, student impact, or school–community contribution • <u>Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</u>	2 of 4	2
Unsatisfactory (Reverts to Standard Evaluation in subsequent year)	• All or partial option requirements completed • <u>No growth*</u> in teaching, student impact, or school–community contribution • <u>Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</u>	1 of 4	1
*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 <u>interactive</u> 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 through Standard Evaluation in accordance with this Article. In addition, a unit member receiving an "Unsatisfactory" rating (i.e., a rating of 1) on a Final Evaluation Summary Report must participate in the PAR program.

PERSONNEL FILES

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

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

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

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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 the 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 "Needs
25 Improvement" rating by the site evaluator in one or more of Parts 1, 2, 3 or
26 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

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

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

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

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

B. Volunteer Teacher Participants (VTP)

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

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

C. Non-Permanent Teacher Participants (NPTP)

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

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

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Consulting Teachers

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

Consulting teachers will possess the following qualifications:

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

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

- a. Setting and discussing performance goals with the participating teacher and assist in developing a performance improvement plan (PIP).
- b. Multiple observations of the participating teacher during periods of classroom instruction.
- c. Meeting and consulting with the principal or designee of a referred participating teacher.
- d. Demonstrating good practice to the participating teacher.
- e. Using school district resources to assist the participating teacher.
- f. Monitoring the progress of the participating teacher and maintaining a written record.
- g. Making status reports to the PAR committee for a referred participating teacher.

3. In order to fill a position of consulting teacher, the District shall inform all bargaining unit members via email and post on the District website (Article VII: Transfers and Reassignments). In addition to submitting an

1 application form, each applicant is required to submit at least three
2 references from individuals who have direct knowledge of the applicant's
3 abilities to be a consulting teacher.

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

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

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

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

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

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

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

1 10. For transfer purposes, a full-time consulting teacher will
2 maintain site rights at his/her most recent site. Consulting teachers will be
3 guaranteed a teaching position for which they are credentialed or legally
4 authorized; however, it may not be the same assignment or work site.

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

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

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

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

35 15. The District agrees to indemnify and hold harmless the
36 Association, any Association members on the PAR committee, and
37 consulting teachers for any liability arising out of their participation in the

PAR program as provided in Education Code Section 44503 Subdivision (c) and Government Code Section 820.2.

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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

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

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

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

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

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

3. Instructional Minutes As of the beginning of the 2014-2015 school year the maximum number of instructional minutes at the applicable grade levels will be:

GRADE LEVEL	INSTRUCTIONAL MINUTES
TK/Kindergarten	50,900
Grades 1-3	54,540
Grades 4-5	55,468
Grades 6-8	62,150

Except for Extended or Experimental Kindergarten as permitted by statute, the District will not increase the amount of instructional minutes over the maximums listed above without notifying the Association and providing it with an opportunity, upon request, to meet and negotiate over the effects of such increase.

4. Extended Day Transitional Kindergarten/Kindergarten (TK/K) Program

- a. Lunch for the extended day TK/K program shall be the same number of minutes as the primary lunch on site.
- b. The maximum number of instructional minutes for TK/K will not exceed 50,900 minutes.
- c. Each extended day TK/K class will be provided with 3 hours (180 minutes) of paraeducator help per day.*TK para support shall adhere to State guidelines regarding adult to student ratios.
- d. Transitional Kindergarten and Kindergarten students shall dismiss one hour earlier than primary students on Wednesdays for the purposes of on-site planning for student instruction.
- e. TK/K students shall have an afternoon recess consistent with the primary grades.

5. Release Time for Assessment Every teacher in grades K-5 will be released from teaching for one (1) day to complete student assessment and record keeping. Release days will be scheduled upon the receipt of a teacher's written request (includes email) for release. Release day requests must be submitted no fewer than 14 days prior to the requested release day. Requests must be submitted with a minimum of three options for release days. Administration will make every effort to assign each teacher to one of their selected days; however, days will be assigned in such a manner that the instructional program is not significantly impacted.

6. Yard Duty Regular yard duty for all teachers will be limited to before and after school, but they may be called upon to assist when special needs

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

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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.

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ARTICLE XIII: CALENDAR

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

- a. a maximum of one hundred eighty (180) “pupils in session” days,
- b. two pupil-free teacher-directed preparation days (no meetings),
- c. one pupil-free duty/workday for staff development and/or site staff meeting,
- d. four pupil minimum days for fall parent/teacher conference,
- e. two pupil minimum days for spring parent/teacher conference,
- f. one teacher/pupil minimum day for Back to School Night,
- g. one teacher/pupil minimum day, the day before the commencement of winter break,
- h. one teacher/pupil minimum day on the last instructional day of the school year, and
- i. one teacher/pupil minimum day for Open House.

2. **Staff Development Days**

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

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

To assist the District in implementing District-wide professional development, the District shall establish a Professional Development Committee (“PDC”), comprised of District administrators, site administrators and unit members. The Association shall appoint the unit members serving 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 2026-2027 and
5 2027-2028 school years. These calendars are attached to this Agreement
6 and incorporated herein. The parties agree to meet to reach an agreement
7 for the 2028-2029 and 2029-2030 school year calendars.

8 b) For the 2026-2027 and 2027-2028 school years, the bargaining unit
9 member calendar shall include three (3) additional non-student, teacher
10 work/duty professional development days. One of the three additional non-
11 student teacher work/duty professional development days will be a virtual
12 training day, intended for teachers to complete mandated trainings.
13 Teachers will not be required to physically report to any site on the virtual
14 training day.

15 For the 2026-2027 and 2027-2028 school years, the only paid leave
16 provisions, with appropriate documentation, that will be available to unit
17 members on the three District/Site professional development days, shall be
18 bereavement and jury duty/court appearance.

19 For an illness absence on the three District/Site professional
20 development days, the teacher may be required to provide a physician's
21 verification of the illness, in order to receive salary payment.

22 Personal necessity leave shall not be available on the three
23 District/Site professional development days, except as underlined in Article
24 XIII, Calendar of the OSD/OEA Collective Bargaining Agreement. Unit
25 members that utilize Personal Necessity Leave for the three District/Site
26 professional development days shall communicate in writing to the
27 Assistant Superintendent of Human Resources, or designee, prior to the
28 absence. The Assistant Superintendent of Human Resources shall make
29 the final determination regarding the personal necessity request

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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

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

3. School-Wide Contract Variances

- (a) The District and/or bargaining unit members may initiate a school-wide contract variance to specific written provisions of the collectively negotiated agreement. Bargaining unit members interested in requesting a contract variance shall consult jointly with the OEA Building Representative and the site administrator to review the school-wide variance

procedures and its application to their issue.

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

- 1 (g) The site administrator, or his/her designee, and the OEA
2 Building Representative shall count the ballots. Any
3 bargaining unit member may observe the counting of the
4 ballots. The ballots shall be maintained at the school site for
5 a period of no less than one (1) year.
- 6 (h) Approved variance requests (approved by a 2/3 majority
7 vote) are subject to approval by the Superintendent or
8 his/her designee(s) and the Association president or
9 designee(s). Both parties must approve for the variance to
10 become effective.
- 11 (i) A variance request that is rejected may not be reintroduced
12 for bargaining unit approval in the same school year. This
13 variance request, however, may be reintroduced the
14 following school year, provided that all provisions of this
15 Article are complied with.

16 4. Partial Contract Variances

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

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

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.

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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.

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

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

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

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

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

1 8. Teacher Notification of Potentially Dangerous Student(s) Pursuant
2 to Ed Code Section 49079, the District shall inform the bargaining unit
3 member of each pupil who has engaged in, or is reasonably suspected to
4 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 at the beginning of the school year, or within 48 hours of the District's
18 knowledge of the pupil's qualification under Ed Code Section 49070.

19 9. The use of privately-owned vehicles within the scope of employment
20 by unit members shall be voluntary.

21 10. The Association shall have the right to appoint a representative to
22 the District Safety Committee. Appointments to the Safety Committee shall
23 be for one school year.

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**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.

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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 bona fide 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
13 Section 501(c)(3) of the Internal Revenue Code, chosen from the following
14 list:

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

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

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

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

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

ARTICLE XIX: SALARIES

1. For the 2025-26 school year, the certificated salary schedule shall be increased by 1.5% on schedule retroactive to July 1, 2025.

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)

(c) Home /Hospital instruction shall be paid at the schedule II hourly rate when conducted outside of normal school hours. The hourly rate includes all time in which the home/hospital teacher is working directly with

the student(s) they are assigned to. For Home/Hospital, there will be at least two hours of paid preparation time for every five (5) hours worked.

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

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

6. Home/Hospital Instruction- In addition to the schedule II rate for hourly instruction, unit members serving as Home/Hospital teachers will receive two (2) hours of weekly compensation for lesson planning.

7. SUMMER SCHOOL, INTERSESSION, SATURDAY SCHOOL, AND EXTENDED SCHOOL YEAR The Summer

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

8. SELECTION FOR EXTENDED YEAR ASSIGNMENTS The selection procedures for extended year teachers of special education shall be as follows:

- (a) Unit members who have held special education school assignments (not extended year) for two or more

consecutive years shall be granted the right of first interview for the extended assignment at their school site;

- (b) Credential(s), individual training, and experience;
- (c) Educational needs of the school or department;
- (d) Seniority when one position occurs at the school shall be as follows: (1) filled first by the school's special education staff who has the most District seniority and (2) filled next by the most senior special education teacher in the District.
- (e) When two or more extended year positions occur at the same site within the year, the additional assignments/positions shall be rotated among the school's special education site personnel.

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

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

Beginning July 1, 2016:

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

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

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

11. CREDENTIAL/CERTIFICATE INCREMENTS (Begins 2016-17 school year)

Bargaining unit members possessing a California special education specialist credential/certificate and teaching in special education are granted \$1000 per annum.

1 Bargaining unit members possessing a California bilingual
2 credential/certificate and teaching in a bilingual class requiring certification
3 or in a position requiring a BCLAD are granted \$1000 per annum.
4 Bargaining unit members possessing a California bilingual
5 credential/certificate but not in a bilingual class may receive \$500 per
6 annum. A \$500 stipend will be provided if the bargaining unit member
7 agrees to provide second language support.

8 SPECIAL STIPENDS: An additional \$1000 per annum is granted to
9 teachers possessing a special education specialist credential/certificate and
10 teaching in a special education class, and teachers possessing a California
11 bilingual credential/certificate and teaching in a bilingual class requiring
12 certification. Bargaining unit members possessing a California bilingual
13 credential/certificate but not in a bilingual class may receive \$500 per
14 annum. A \$500 stipend will be provided if the bargaining unit member
15 agrees to provide second language support. Unit members assigned to
16 more than one location by the district on the same day shall receive 125
17 miles per month at the IRS approved rate.

18 **12. CLASS (EDUCATION)**

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

21 Effective July 1, 1979, for employees hired on or after July 1, 1979,
22 Class F of the salary schedule shall require a master's degree. Effective
23 May 2, 2011, for employees hired on or after May 2, 2011 must have a
24 Master's or Doctorate to be placed on Class F.

25 All units of credit for placement on the salary schedule above Class
26 A must be semester unit equivalents and must be graduate or upper division
27 courses taken subsequent to the granting of the bachelor's degree. The
28 District will also grant employees credit for time in internship programs with
29 any institution that is recognized by the California Commission on Teacher
30 Credentialing. In the interpretation of "work taken subsequent to the
31 granting of the degree," "subsequent" is considered to be related to the
32 fulfillment of requirements rather than the date of the degree.

33 Credit for placement on the salary schedule beyond Class A for
34 course work taken prior to the granting of the degree will be granted if the
35 applicant's educational institution has granted graduate credit for these
36 units. Lower division coursework in reading/writing and/or conversational
37 Spanish and computers is acceptable. Credit may be given for other lower

1 division courses with the approval of the District Professional
2 Growth Committee (Article XV, Professional Growth).

3 **13. MINIMUM (BEGINNING) TEACHER SALARY**

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

9 Pursuant to Education Code Section 45023.4, those unit members
10 serving under an emergency or intern permit or waiver (non-credential
11 holders), shall not be eligible to receive the minimum teacher salary. Except
12 where provided for herein, unit members who do not possess a qualifying
13 and eligible credential shall remain on the salary schedule step on which
14 they are placed at the beginning of the 2000-01 school year, and
15 subsequent years, until such time as they are issued such a credential.
16 Upon receiving verification of issuance for a qualifying and eligible
17 credential, the District shall move the unit member to the step on the salary
18 schedule that reflects his or her credited years of experience with the
19 Oxnard School District. The adjustment shall be made the next school year.
20 A non-credential holder may move "across" the schedule onto a different
21 column upon proof of completion of the necessary college/university course
22 units required for column advancement.

23 **14. STEP REQUIREMENTS**

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

29 **15. STEP (EXPERIENCE)**

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

- 32 a. Certificated experience under contract, United States public
33 and/or government (K-12) schools: a maximum of ten
34 years is creditable.
- 35 b. Teaching year is defined as being under contract for 75
36 percent (75%) of the instructional day and duty year;
- 37 c. Military and/or Peace Corps: a maximum of two years' credit
38 is granted;

- d. Not more than a total of ten years' credit is allowed for the two combined.

16. UNIT CONVERSION

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

17. VERIFICATIONS

Bargaining Unit Members are required to verify course work (by official transcript), experience, and military service. 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 member's submission of official verification.

18. PAYROLL PROCEDURE AND SALARY DEDUCTIONS

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

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

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20. EXPENSE REIMBURSEMENT FOR BILINGUAL TEACHER

- a. The expense reimbursement provisions shall apply only to

those teachers who are actively working toward a bilingual/bicultural certificate, who are making measurable progress toward obtaining the certificate, and who are then currently teaching in a bilingual/bicultural classroom or program where such certificate is or will be required;

- b. The District will reimburse a teacher for studying and preparing for the test in bilingual/bicultural methods at the Schedule II rate of pay up to a maximum of sixteen (16) hours. In order to be eligible for such reimbursement the teacher must submit a copy of a passing score on the methods test along with a timecard recording such hours;
- c. The District will reimburse teachers studying for and preparing for the test in bilingual/bicultural culture at the Schedule II rate of pay up to a maximum of sixteen (16) hours. In order to be eligible for such reimbursement the teacher must submit a copy of a passing score on the cultural examination along with a timecard recording hours;
- d. The District will reimburse teachers actually studying and taking classes in Spanish at the Schedule II rate of pay up to a maximum of sixteen (16) hours for each session (fall, 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.

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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, 2026, 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 \$16,418.

- 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 pre-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.

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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.
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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.

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

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

5. PROCEDURE

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

Step 1 - Immediate Supervisor

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

Step 2 - Assistant Superintendent

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

Step 3- Superintendent

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

Step 4 - Mediation

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

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

- c. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to the effect and thus waive the right of either party to any further appeal of the grievance.
- d. The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Step 5.

Step 5 - Arbitration

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

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

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

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

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

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

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.

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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.

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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.

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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.

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ARTICLE XXVII: SAVINGS

1. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

2. In the event any such provision is invalidated as described above, the parties shall, upon request, meet not later than fifteen (15) working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

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ARTICLE XXVIII: TERM OF AGREEMENT

This agreement shall remain in full force and effect up to and including June 30, 2026 and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

In 2026-2027, the parties shall reopen negotiations on Article XIX: Salaries, Article XX: Employee Benefits, Article XIII: Calendar, Article XXVIII: Term of Agreement, and New Article, Special Education. In addition, both parties retain the right to reopen negotiations on up to two (2) additional articles of either party's choice for the 2026-2027 school year.

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

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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 maturing or above in each standard on which the teacher was evaluated in

his or her most recent evaluation of instructional performance under Article X of this Agreement;

A work schedule acceptable to the site administrator;

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

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

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

The application shall be reviewed, and the District shall notify the applicants of its decision no later than 30 days after an application has been submitted.

The fact that a Job-Share application is a re-application does not guarantee that the application will be approved. The decision to approve or deny a request is solely within the discretion of the District. In the event of a denial, the Job-Share applicants (or either applicant) may request a written statement of the reasons for the denial of the request. The denial of a Job-Share application by the site administrator shall not be arbitrary, capricious or discriminatory. Notwithstanding the foregoing, an application to renew an Existing Job-Share that meets the requirements of this Section 2 and that has not be terminated under Section 6 below shall automatically be renewed.

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

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

3. JOB-SHARE RESPONSIBILITIES

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

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

50-50 may petition the Superintendent or his or her designee for an individual waiver. Such configurations may include retirees, subject to limitations imposed by applicable law or regulation. The decision of the Superintendent or his or her designee to grant or deny the waiver shall be final.

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

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

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

4. JOB-SHARE CONFERENCE

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

5. SALARY AND BENEFITS FOR JOB-SHARE TEACHERS

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

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

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

6. TERMINATION OF JOB-SHARE ASSIGNMENT

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

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

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

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

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

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

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ARTICLE XXX: ELEMENTARY (TK-5) COMPENSATION

1. Teachers may volunteer to accept students into their class when requested to do so by a site administrator on occasions when no substitute is available for the day.

2. If the students for which there is no substitute teacher continue in the classroom beyond one hour at the start of the student day, the rate of pay shall be based upon the rate of pay in Schedule II times six (6) hours (Article XIX: Salaries.4 Schedule II). This will be divided by no more than six (6) teachers. For continuity of instruction, the students need to be placed within one grade level of their actual grade.

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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 rights 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 rights 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 March 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 support
8 multiple school sites shall receive 125 miles per month at the IRS approved
9 per diem rate.

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

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

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

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ARTICLE XXXII: SPECIAL EDUCATION**1. Definitions:**

a. "Caseload is the number of students with Individualized Education Programs (IEPs) for whom the special education Bargaining Unit Member acts as a case manager. When accounting for caseload, each student is counted as one (1), regardless of the quantity of services on their IEP, unless otherwise noted in the CBA.

b. "Co-teaching" is a model in which a general education teacher and a special education teacher regularly instruct, support, and assess students with and without IEPs in a education setting.

c. "Specialized Academic Instruction" (SAI) is a specific practice that adapts instruction content, methodology, or delivery to help Students with Disabilities (SWD) access their general curriculum.

2. Special Education Collaborative:

Both parties agree to a Joint Special Education Collaborative to address and make good faith efforts to resolve district-wide special education issues that are non-bargainable. This committee shall be jointly appointed by the Director of Special Education, or designee, and OEA.

3. Co-Teaching Practices:

a. Every effort shall be made to provide joint planning time for co-teaching partners.

b. In a co-teaching model, it shall be the shared responsibility of the general education and special education teacher to complete the following: lesson planning, identifying accommodations and modifications for students with and without IEPs, preparation of accommodations or modifications for students with and without IEPs, delivery of whole group and small group instruction, grading of student work, correspondence with parents, classroom management, and implementation of IEPs and individualized behavior plans.

c. Both special and general education teachers shall be trained in the co-teaching model before or concurrent with its implementation.

4. Caseload Management/Release Time

Special Day Classes (SDC TK-5 and SDC 6-8) shall receive release time. Release time shall be three substitute days per school calendar year, and substitutes shall be scheduled in collaboration with sites administrators. The substitute days must be used by the end of the school year. Release time includes but is not limited to, IEP writing, report writing, academic assessments, and progress monitoring.

5. General Education Inclusion

a. Students who are in general education 51% or more of the day with an individual teacher shall be counted towards the overall class size of the teacher of record.

b. The school administrative team is responsible for creating a schoolwide paraeducator schedule to best support the individual educational needs of students with IEPs.

6. Class Size/Caseload Caps

In accordance with California Education Code 56195.8 (c), the maximum caseload for an RSP teacher shall be 28. RSP teachers may choose to accept up to four (4) additional students on their caseload. Duties will be compensated as indicated in **Table A** for students beyond the RSP teacher's caseload of 28.

7. All M/M Middle School Specialized Academic Instruction Teachers (SAI) shall have a prep period and an assessment period.

8. Acceptance of Extra duties Related to IEP Coverage

a. Special education teachers may voluntarily accept additional duties, beyond their assigned caseload, to support the District in providing IEP coverage. Compensation for such extra-duty assignments shall be provided in accordance with Table A. Acceptance of extra duties must be documented in writing. This may be done via email. The teacher selected will be based on the discretion of the administrator filling the assignment.

Class Size/Caseload Caps

Special Ed Caseload		Special Ed Class Size		
<u>Caseload</u>	<u>Max</u>	<u>Class Size</u>	<u>Max</u>	<u>Paras</u>
RSP	28	SAI MM Period (6-8)	16	1
RSP Itinerant	24	Self-Contained Mild/Mod (TK)	12	3
		Self-Contained Mild/Mod (K-5)	14	1
		Self-Contained Mod/Severe	12	2
		Self-Contained Autism	12	3
		TLC (ED)	10	3
		Special Education Preschool	12** for am class/12** for pm class	Maintain 1:3 ratio

*When the classes are comprised of multiple grades, the lower grade class size shall apply.

** Prior to the conclusion of the 2025-2026 school year, the district and the association agree to meet and confer regarding caseload, class size, and program for San Miguel in the 2026-2027 school year.

Table A	
Duty	Maximum Hours
Prepare Initial IEP Assessment (testing) Calendaring and Invitations in collaboration with SpEd OA Academic Report All IEP documents	12
Prepare Triennial IEP Assessment Calendaring and Invitations in collaboration with SpEd OA Academic Report All IEP documents Progress Report	12
Prepare Annual IEP Calendaring and Invitations in collaboration with SpEd OA IEP documents Progress Report	6
Individual Progress Report (inputting data for SIRAS)	30 minutes each
Data Collection per Progress Report	Actual time spent (prior approval from Director of Special Education or Designee required)
Individual Report Card	30 minutes each
SIRAS Service Logs	Actual time spent
Attend IEP meetings and/or parent conferences for student	Actual time spent
Planning, prep, and collaboration	1 hour per week

Oxnard School District 2025-2026 School Calendar

OSD Agreement #24-192

July 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		

July
4 Independence Day Holiday

January 2026						
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
1-9 Winter Break
19 Martin Luther King Jr. Holiday

August 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						

August
13-14 Staff Development Day (no students)
15 Site Staff Development Day (no students)
18 Teacher Prep Day (no students)
19 First Day of School
20 Regular Day Schedule (no early release)
Wednesdays: student early release day

February 2026						
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
5-6 Conference Days (minimum days for students)
13 President's Day Holiday
16 President's Day Holiday
Wednesdays: student early release day

September 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				

September
1 Labor Day Holiday

March 2026						
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
30-31 Spring Break

October 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	

October
13 Staff Development Day (no students)
31 Staff Development Day (no students)
Wednesdays: student early release day

April 2026						
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
1-10 Spring Break
Wednesdays: student early release day

November 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						

November
11 Veterans Day Holiday
18-21 Conference Days (minimum days for students)
24-28 Thanksgiving Holidays
Wednesdays: student early release day

May 2026						
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
25 Memorial Day Holiday
Wednesdays: student early release day

December 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			

December
19 Minimum day for students and teachers
22-31 Winter Break
Wednesdays: student early release day

June 2026						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
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
17 Regular Day Schedule (no early release)
18 Last Day of School (minimum day for teachers & students)
Wednesdays: student early release day

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

Appendix A: School Calendar

**OXNARD SCHOOL DISTRICT**

1051 South "A" Street
Oxnard, California 93030

805/385-1501 www.oxnardsd.org

2% increase retroactive to 07/01/2024; Board Approved: 05.07.2025

2025-26 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	\$ 61,849	\$ 61,849	\$ 66,254	\$ 67,181	\$ 70,774	\$ 74,353
Step 2	\$ 59,470	\$ 62,507	\$ 66,254	\$ 70,003	\$ 73,737	\$ 77,483
Step 3	\$ 59,470	\$ 65,144	\$ 69,033	\$ 72,939	\$ 76,835	\$ 80,733
Step 4	\$ 61,360	\$ 67,876	\$ 71,927	\$ 75,995	\$ 80,059	\$ 84,131
Step 5	\$ 63,926	\$ 70,725	\$ 74,958	\$ 79,192	\$ 83,429	\$ 87,658
Step 6	\$ 66,620	\$ 73,693	\$ 78,100	\$ 82,512	\$ 86,926	\$ 91,346
Step 7	\$ 69,420	\$ 76,784	\$ 81,376	\$ 85,983	\$ 90,592	\$ 95,179
Step 8	\$ 72,335	\$ 80,016	\$ 84,796	\$ 89,596	\$ 94,386	\$ 99,178
Step 9	\$ 75,367	\$ 83,382	\$ 88,358	\$ 93,360	\$ 98,346	\$ 103,341
Step 10	\$ 78,535	\$ 86,865	\$ 92,068	\$ 97,282	\$ 102,476	\$ 107,679
Step 11	\$ 81,838	\$ 90,519	\$ 95,925	\$ 101,368	\$ 106,779	\$ 112,208
Step 12	\$ 85,278	\$ 94,320	\$ 99,959	\$ 105,623	\$ 111,264	\$ 116,918
12 yrs**	\$ 87,197	\$ 96,442	\$ 102,208	\$ 108,000	\$ 113,767	\$ 119,549
15 yrs**	\$ 89,116	\$ 98,564	\$ 104,457	\$ 110,376	\$ 116,271	\$ 122,179
18 yrs**	\$ 90,395	\$ 99,979	\$ 105,957	\$ 111,960	\$ 117,940	\$ 123,933
21 yrs**	\$ 91,674	\$ 101,394	\$ 107,456	\$ 113,545	\$ 119,609	\$ 125,687
24 yrs**	\$ 92,953	\$ 102,809	\$ 108,955	\$ 115,129	\$ 121,278	\$ 127,441
27 yrs**	\$ 94,232	\$ 104,224	\$ 110,455	\$ 116,713	\$ 122,947	\$ 129,194
30 yrs**	\$ 95,511	\$ 105,638	\$ 111,954	\$ 118,298	\$ 124,616	\$ 130,948
33 yrs**	\$ 96,791	\$ 107,053	\$ 113,453	\$ 119,882	\$ 126,285	\$ 132,702
36 yrs***	\$ 98,070	\$ 108,468	\$ 114,953	\$ 121,466	\$ 127,954	\$ 134,456

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 INCREMENT in the amount of \$400 shall be added to the scheduled salary for employees possessing a Master's degree. An additional stipend of \$1,000 shall be added for employees possessing a Doctorate degree. (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.

2025-26 SALARY SCHEDULE (CREDENTIALLED TEACHERS) (Continued)

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.

Special Stipends: Unit Members assigned to more than one location by the district on the same day, shall receive 125 miles per month at the IRS approved rate.



OXNARD SCHOOL DISTRICT

1051 South "A" Street, Oxnard, CA 93030

805-385-1501

www.oxnardsd.org

1.5% increase retroactive to 07/01/2025

Board Approved 05/20/2026

2025-26 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	\$ 62,777	\$ 62,777	\$ 67,248	\$ 68,189	\$ 71,836	\$ 75,468
Step 2	\$ 60,362	\$ 63,445	\$ 67,248	\$ 71,053	\$ 74,843	\$ 78,645
Step 3	\$ 60,362	\$ 66,121	\$ 70,068	\$ 74,033	\$ 77,988	\$ 81,944
Step 4	\$ 62,281	\$ 68,894	\$ 73,006	\$ 77,135	\$ 81,260	\$ 85,393
Step 5	\$ 64,885	\$ 71,786	\$ 76,082	\$ 80,380	\$ 84,680	\$ 88,973
Step 6	\$ 67,620	\$ 74,798	\$ 79,272	\$ 83,750	\$ 88,230	\$ 92,716
Step 7	\$ 70,461	\$ 77,936	\$ 82,597	\$ 87,273	\$ 91,951	\$ 96,607
Step 8	\$ 73,420	\$ 81,216	\$ 86,068	\$ 90,940	\$ 95,802	\$ 100,666
Step 9	\$ 76,497	\$ 84,633	\$ 89,683	\$ 94,760	\$ 99,821	\$ 104,891
Step 10	\$ 79,713	\$ 88,168	\$ 93,449	\$ 98,741	\$ 104,013	\$ 109,294
Step 11	\$ 83,065	\$ 91,877	\$ 97,364	\$ 102,889	\$ 108,381	\$ 113,891
Step 12	\$ 86,557	\$ 95,735	\$ 101,458	\$ 107,207	\$ 112,933	\$ 118,672
12 yrs**	\$ 88,505	\$ 97,889	\$ 103,741	\$ 109,620	\$ 115,474	\$ 121,342
15 yrs**	\$ 90,452	\$ 100,043	\$ 106,024	\$ 112,032	\$ 118,015	\$ 124,012
18 yrs**	\$ 91,751	\$ 101,479	\$ 107,546	\$ 113,640	\$ 119,709	\$ 125,792
21 yrs**	\$ 93,049	\$ 102,915	\$ 109,068	\$ 115,248	\$ 121,403	\$ 127,572
24 yrs**	\$ 94,347	\$ 104,351	\$ 110,590	\$ 116,856	\$ 123,097	\$ 129,352
27 yrs**	\$ 95,646	\$ 105,787	\$ 112,112	\$ 118,464	\$ 124,791	\$ 131,132
30 yrs**	\$ 96,944	\$ 107,223	\$ 113,633	\$ 120,072	\$ 126,485	\$ 132,912
33 yrs**	\$ 98,243	\$ 108,659	\$ 115,155	\$ 121,680	\$ 128,179	\$ 134,692
36 yrs***	\$ 99,541	\$ 110,095	\$ 116,677	\$ 123,288	\$ 129,873	\$ 136,473

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.

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1



OXNARD SCHOOL DISTRICT

1051 South "A" Street, Oxnard, CA 93030

805-385-1501

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1.5% increase retroactive to 07/01/2025

Board Approved 05/20/2026

2025-26 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

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.

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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

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**OXNARD SCHOOL DISTRICT**

1051 South "A" Street, Oxnard, CA 93030

805-385-1501

www.oxnardsd.org**2026-27 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

Board Approved 05/20/2026

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**OXNARD SCHOOL DISTRICT**

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805-385-1501

www.oxnardsd.org**2026-27 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

Board Approved 05/20/2026

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****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.

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

5/22/09

Date

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

The Oxnard School District and Oxnard Educators Association agree to the following alternative class size language for Implementation of Grade Span Adjustment:

For the 2025-2026 and 2026-2027 School Years:

The school-wide class size ratio in extended 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 and 5 in any school shall not exceed thirty-three (33) students, **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 TK-5 may elect to exceed the caps outlined above by up to three (3) students paid on an additional time card at one hour per week. Teachers in 6th grade may elect to exceed the caps outlined above by up to three (3) students per period, (except Physical Education (PE) teachers, who may elect to take up to six (6) students) paid on an extra timecard at one hour per month per student per period.

This Memorandum of Understanding shall sunset on June 30, 2027.



Stacie Thurman (Apr 23, 2025 11:44 PDT)

Stacie Thurman
Oxnard Educators Association

04/23/2025

Date



Scott Carroll (Apr 23, 2025 15:20 PDT)

Dr. Scott Carroll, Assist. Supt. HR
Oxnard School District

04/23/2025

Date

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

This Agreement was made and entered into this day, **April 17, 2026**, 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 and summer break. 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 **August 10, 2027** 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.



Stacie Thurman (Apr 26, 2026 10:44:03 PDT)

Stacie Thurman
Oxnard Educators Association

Date



Scott Carroll (Apr 27, 2026 08:17:29 PDT)

Dr. Scott Carroll
Oxnard School District

Date

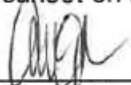
**Memorandum of Understanding Banking of Minutes
Between the Oxnard School District and the Oxnard Educators Association
Collaboration- Release Days**

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.

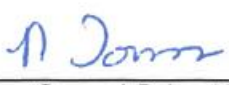
This Memorandum of Understanding shall not set precedent, nor constitute past practice and shall sunset on June 30, 2026.



Oxnard Educators Association

11-13-23

Date



Oxnard School District

11-13-23

Date

, Assist Supt of HR

**Memorandum of Understanding Banking of Minutes
Between the Oxnard School District and the Oxnard Educators Association**

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 **2025-2026 and 2026- 2027** 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 at attaining 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 implement changes and notify admin.
- 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.
- 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, 2027**.

Dated: _____


Stacie Thurman (May 6, 2026 08:10:47 PDT)

Stacie Thurman
Oxnard Educators Association

Dated: _____


Scott Carroll (May 6, 2026 08:27:40 PDT)

Dr. Scott Carroll
Assistant Superintendent, HR
Oxnard School District

**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 **April 17, 2026**, by and between Oxnard School District (District) and Oxnard Educators Association (OEA).

For the **2026-2027** 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 5 consecutive work days in which there is not a Paraeducator assigned to the Teacher's classroom.

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, **2027**, unless extended by mutual written agreement of the Parties.


Stacie Thurman (Apr 26, 2026 10:44:03 PDT)

Stacie Thurman
Oxnard Educators Association

Date


Scott Carroll (Apr 27, 2026 08:17:29 PDT)

Dr. Scott Carroll
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 March 21, 2025, 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 2025-2026 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, 2025 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 1, 2026 unless extended by mutual written agreement of the Parties.



Scott Carroll (Apr 23, 2025 15:17 PDT)

Dr. Scott Carroll
Assistant Superintendent, HR



Stacie Thurman (Apr 23, 2025 11:30 PDT)

Stacie Thurman
President, Oxnard Educators Assoc.

MEMORANDUM OF UNDERSTANDING
BETWEEN OXNARD SCHOOL DISTRICT (OSD) AND OXNARD EDUCATORS
ASSOCIATION (OEA)

Coaching Stipends for After-School Activities

This Agreement was made and entered into this day, **April 17, 2026**, by and between the Oxnard School District ("District") and Oxnard Educators Association ("OEA"). This Memorandum of Understanding (MOU) establishes an agreement between the Oxnard School District (OSD) and the Oxnard Educators Association (OEA) regarding coaching stipends for after-school activities in Transitional Kindergarten through 8th Grade. This MOU aims to recognize the commitment of educators who provide valuable after-school coaching for sports, arts, academic enrichment, and other extracurricular programs, ensuring fair and consistent compensation across the district.

For the **2026-2027 and 2027-2028** School Years:

Scope: The provisions outlined in this MOU apply to all bargaining unit members who serve as coaches or facilitators for OSD-approved after-school activities.

Eligible Programs: After-school activities that qualify for stipends include, but are not limited to:

- Sports (e.g., basketball, soccer, track and field)

Monthly Reporting/Attendance: Coaches are required to submit a monthly activity report to the district detailing the dates, times, and nature of each session conducted. Coaches are required to take attendance for each day of practice/games.

Payment: Stipends of \$1,500 per team will be paid at the end of that sport's season, following verification of completed sessions as outlined in the submitted monthly report.

Adjustments: Any discrepancies in payment or required adjustments shall be communicated to the district's HR department within 15 days of receipt.

Stipends and duration include required trainings, practice, and game times, as applicable.

This MOU shall expire in full without precedent on June 30, 2028, unless extended by mutual written agreement of the Parties.



Stacie Thurman (Apr 26, 2026 10:44:03 PDT)

Stacie Thurman
Oxnard Educators Association

Date



Scott Carroll (Apr 27, 2026 08:17:29 PDT)

Dr. Scott Carroll
Oxnard School District

Date

BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

Peer Assistance and Review

This Agreement was made and entered into this day **April 17, 2026**, 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 2026-2027 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 of general performance or progressive discipline (administrative referral)
 - Voluntary participation
- 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.
- **To align with the California Standards for the Teaching Profession (CSTPs), the Participating Teacher shall focus on the following standards unless otherwise determined in mutual agreement of the member, administrator, and Peer Assistance and Review Committee.**
 - Year 1: CSTPs 2, 4, and 5
 - Year 2: CSTPs 1, 3, and 5
- 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.

- o The Consulting Teacher and/or TOSA shall be trained to both offer peer assistance and to understand the specific functions of the PAR program.
- o **The terms and conditions for the Consulting Teacher shall align with the terms established in Article XXXI: Specialized Job Classification (Teachers on Special Assignment/Specialists (TOSAs, Instructional Specialists, Assessment Specialists) and Article X: Peer Assistance and Review**

This MOU shall expire in full without precedent on June 30, 2027 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 (Apr 26, 2026 10:44:03 PDT)

Stacie Thurman
President, Oxnard Educators Association

Date



Scott Carroll (Apr 27, 2026 08:17:29 PDT)

Dr. Scott Carroll
Asst. Superintendent, Human Resources
Oxnard School District

Date

Memorandum of Understanding

Between Oxnard School District and the Oxnard Educators Association

March 21, 2025

The Oxnard School District and the Oxnard Educators Association agree to the following for the District's one-time contribution to health benefits premiums for unit members participating in the District's health benefit plan:

For the 2025-2026 and 2026-2027 School Years:

Effective July 1, 2025, the District's annual contribution to health benefits for all eligible OEA unit members shall be increased by \$692. During the 2024-2025 school year, 34 employees opted out of benefits, generating \$510,000 in total savings (\$15,000 per employee). These savings shall be redistributed among 737 eligible employees, increasing the CAP by \$692 for the 2025-2026 school year. **For the 2026-2027 school year the amount will be based on the number of opt-outs in the OEA Bargaining Unit.**

This MOU shall expire in full without precedent on **June 30, 2027**, unless mutually agreed by both parties in writing.



Dr. Scott Carroll
Assistant Sup., Human Resources

Date: 3/21/25



Stacie Thurman
President, OEA

Date: 3/21/25

Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators Association
Special Education Intersession/Summer Assessment

This agreement was made and entered into this day July 30, 2025, by and between Oxnard School District ("District") and Oxnard Educators Association ("OEA").

For the period of June 20, 2025 through June 30th, 2026:

Bargaining unit members who volunteer to conduct special education assessment, outside of their current caseload, during non-contracted work days shall be compensated at 1.5 times the rate of Schedule II pay.

Duty	Hours
Prepare Initial IEP A) Administer academic assessment B) Prepare academic assessment report C) Prepare all pages of IEP D) Complete all clerical duties related to IEP preparation	12
Prepare Triennial IEP A) Administer academic assessment B) Prepare academic assessment report C) Prepare all pages of IEP D) Complete all clerical duties related to IEP preparation	12
Prepare Annual IEP A) Prepare all pages of IEP B) Complete all clerical duties related to IEP preparation	6
Administer academic assessment and write report	8
Prepare Progress Report	2
Prepare Report Card (if applicable)	2
Attend IEP meetings for student	Actual time spent at IEP meeting

All hours must be pre-approved by the Director of Special Education or designee. This MOU shall expire in full without precedent on June 30, 2026 unless extended by mutual written agreement of the parties.



Stacie Thurman (Jul 31, 2025 09:03:49 PDT)

Stacie Thurman
President, Oxnard Educators Association



Scott Carroll (Jul 31, 2025 09:07:41 PDT)

Dr. Scott Carroll
Assistant Superintendent, HR
Oxnard School District

Date

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND

THE OXNARD EDUCATORS ASSOCIATION

Special Education Intersession/Summer Assessment

This Agreement was made and entered into this day **April 17, 2026**, by and between Oxnard School District ("District") and Oxnard Educators Association ("OEA").

For **intersession and summer break**: Bargaining unit members who volunteer to conduct special education assessment, outside of their current caseload, during non-contracted work days shall be compensated at 1.5 times the rate of Schedule II pay.

Duty	Max Hours
Prepare Initial IEP A. Administer academic assessment B. Prepare academic assessment report C. C) Prepare all pages of IEP D. Complete all clerical duties related to IEP preparation	12
Prepare Triennial IEP A. Administer academic assessment B. Prepare academic assessment report C. Prepare all pages of IEP D. Complete all clerical duties related to IEP preparation	12
Prepare Annual IEP A. Prepare all pages of IEP B. Complete all clerical duties related to IEP preparation	6
Administer academic assessment and write report	8
Prepare Progress Report	2
Prepare Report Card (if applicable)	2
Attend IEP meetings for student	Actual time spent at IEP meeting

All hours must be pre-approved by the Director of Special Education or designee. This MOU shall expire in full without precedent on June 30, **2027** unless extended by mutual written agreement of the Parties.



Stacie Thurman (Apr 26, 2026 10:44:03 PDT)

Stacie Thurman
Oxnard Educators Association

Date



Scott Carroll (Apr 27, 2026 08:17:29 PDT)

Dr. Scott Carroll
Oxnard School District

Date

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

This Agreement was made and entered into this day, August 11, 2025, by and between Oxnard School District (District) and Oxnard Educators Association (OEA).

For the 2025-2026 and 2026-2027 School Year:

ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION

4. TOSAS assigned to central office will have scheduled hours of 8:30-4:00 p.m. If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at Schedule II rate. All schedule changes require mutual consent between the Assistant Superintendent of Ed Services or designee and the bargaining unit member with reasonable advance notification.

TOSAs assigned to support ELOP, shall work 10:00-5:30 p.m. to best serve the program. 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 between the Assistant Superintendent of Ed Services or designee with reasonable advance notification.

As the responsibilities of ELOP TOSAs include various program supports, such as supporting Intersession and Summer School, ELOP TOSAs assigned to support ELOP can opt to exchange up to fifteen (15) days during the teacher work calendar for days worked off calendar, or submit an hourly timecard. These days will require prior approval from the Assistant Superintendent of Ed Services or designee.

This MOU shall expire in full without precedent on July 30, 2027 unless extended by mutual written agreement of the Parties.



Stacie Thurman (Aug 11, 2025 14:06:21 PDT)

Oxnard Educators Association

Date



Scott Carroll (Aug 11, 2025 15:34:09 PDT)

Dr. Scott Carroll-Asst. Sup., HR

Date

**OXNARD SCHOOL DISTRICT**

1051 SOUTH "A" STREET • OXNARD, CALIFORNIA 93030 • 805 / 487-3918

ALTERNATIVE EVALUATION OPTIONS Professional Development Plan

GOAL: To provide direction in Alternative Evaluation methods for eligible permanent teachers.

In lieu of the regular evaluation process by administrator observation, "eligible" permanent certificated employees with three years of successful teaching after attaining permanent status in the Oxnard School District (OSD), may elect to implement an alternative evaluation. The alternative evaluation process supports the concept of providing quality assurance through accountability provisions, and of providing direction for the improvement of teaching through staff development and professional growth opportunities.

Please note that the alternative evaluation proposals are due to the evaluator with 30 calendar days following the commencement of duties. The teacher and site evaluator will review and discuss the contents of this proposal within 10 working days. By January 30, a mid-year progress conference between the teacher and evaluator must take place. The Final Evaluation Summary Report Conference must also be held no later than 30 calendar days preceding the close of the school year. An Incomplete alternative evaluation or failure to meet the end of the year deadline will result in using the Standard Evaluation process the following school year.

Best of luck to you. OSD professional development staff offers workshops and possible interventions to assist you in implementing your Alternative Evaluation Option

ALTERNATIVE EVALUATION OPTIONS:

(No formal **observation** required.)

1. Collegial Coaching

This is a process in which one or two permanent certificated colleagues work together to share their knowledge of best instructional practices based on one or more standards/elements of the California Standards for the Teaching Profession (CSTP) and to provide each other with feedback, support, and assistance for the purpose of refining present teaching techniques and learning new skills. Members of the team may be teachers who are not in their evaluative year and, therefore, do not need to complete the required forms. In addition, teachers not in their evaluative year may opt to be evaluated.

Requirements:

- at least two peer observations with pre/post conferences
- completion of at least two post observation forms
- beginning/middle/end of year conferences with evaluator and collegial coaching partner(s)
- a final self evaluation summary

Pre-conference: Teachers meet to informally develop a common language and communication rapport. They should also decide upon a teaching standard to be observed and develop a timeline for observations.

Observation: An observation should provide objective feedback about a teaching standard determined at the pre-conference. The observation should be factual, specific, and non-judgmental. The observer may use several methods of data collection during the observation. (See “Collegial Coaching” packet)

Post-Conference: At a post-conference, feedback should be helpful and non-threatening. Information is shared and teachers ask questions, ask for suggestions and give additional comments. Recognition and praise should be given for accomplishments and possible modifications could be suggested.

2. Professional Growth Portfolio

The professional growth portfolio is a means of collecting evidence and reflecting on a professional growth experience. In this process the teacher will select learner-centered goals, develop professional goals and plans based on one or more standards/elements of the California Standards for the Teaching Profession (CSTP), document progress in achieving these goals, and reflect on the learning experience and results of the goal setting.

Professional growth opportunities that would provide a basis for development of a portfolio would include, but would **not be limited to**, participation in:

- AB466 Standards-Based Material Training
- Reading RESULTS
- SCWriP - South Coast Writing Project
- California Math Project (or other State sponsored subject matter projects)
- Training and instructional leadership as grade level/department meeting facilitator
- National Board for the Professional Teaching Standards (NBPTS) Certification Candidacy
- Focused Approach (ELD Model)
- Similar Professional Growth Opportunities (as described in “Professional Growth Portfolio” packet)
- Others, as agreed upon

Requirements:

- Portfolio with six artifacts
- Beginning/middle/end of year conferences with evaluator
- A final self-evaluation summary

Artifacts: An artifact is evidence that a teacher uses to document or support professional growth and student impact. A minimum of three artifacts by mid-year conference and three by end of the year conference, with an accompanying cover sheet, should be collected. When selecting an artifact for the portfolio, a teacher **may** consider these questions:

- Why is this artifact better than other artifacts I could choose?
- Does this artifact provide evidence of my growth and/or success in one or more of the CSTP standards?
- How does this artifact reflect my growth as a teaching professional?
- How does this artifact support student learning?

3. Standard-Based Project

A teacher or group of teachers could select a project which impacts student learning and reflects the California Standards for the Teaching Profession. Possible projects may include:

- AB466 Standards-Based Material Training
- Reading RESULTS
- Curriculum development (e.g. unit planning)
- Staff development project (e.g. presenting workshops, instructional leadership as grade level/department meeting facilitator, developing resource materials)
- Parent outreach project
- Instructional strategies implementation
- Focused Approach (ELD Model)
- Others, as agreed upon

Requirements:

- Beginning/middle/end of year conferences with evaluator
- A final self evaluation summary
- Portfolio with 6 artifacts or other Project documentation

Artifacts: An artifact is evidence that a teacher uses to document or support professional growth and student impact. A minimum of three artifacts by mid-year conference and three by end of the year conference, with an accompanying cover sheet, should be collected. When selecting an artifact for the portfolio, a teacher **may** consider these questions:

- Why is this artifact better than other artifacts I could choose?
- Does this artifact provide evidence of my growth and/or success in one or more of the CSTP standards?
- How does this artifact reflect my growth as a teaching professional?
- How does this artifact support student learning?

Preparing the Proposal

Complete the *Alternative Evaluation Proposal Form*. Indicate the alternative evaluation selected and the standard(s)/element(s) of focus from the California Standards for the Teaching Profession. You will need to provide the following information:

1. **Description of Project or Activities Including Timeline**
 - A. Describe the project or activities you will implement to achieve growth toward the standard(s)/element(s) you selected. Include a timeline showing when activities will be accomplished including the middle and end of year conferences with the evaluator.
 - B. Describe how you have prepared or will prepare to complete this project.
2. **Outcomes**

How will the implementation of this proposal improve student's learning and assist you to achieve professional growth in the selected California Standards for the Teaching Profession?
3. **Evaluation**

What type of evidence or criteria (reflection journal, student work/assessments, data, documents, etc.) will you use to evaluate your professional growth and improve student learning?

4. National Board Certified Teacher Option

A teacher who has achieved National Board for Professional Teaching Standards Certification will meet with his/her supervising administrator and review Standard #6: Plan for Professional Development. In addition, he/she will also choose one CSTP standard or elements and write a brief paragraph describing how the National Board for Certification process continues to impact the reflection, analysis, development and refinement of their teaching practice. This option may be exercised for the term of certification.

Alternative Evaluation Option Timelines:

1. Collegial Coaching – CSTP Standards

Proposal Conference (30 calendar days following the commencement of duties)	Mid-year Conference (by January 30 th)	Final Conference (no later than 30 calendar days preceding the close of the school year)	Total Requirements
Submit Alternative Evaluation Proposal form by deadline	Review proposal timeline 1 st Peer Post-observation form due	2 nd Peer Post observation form due Final Self-evaluation Summary Form due	Pre/post conference 2 Post-observation forms Final Self-evaluation Summary Form Pre-observation forms (optional)

2. Professional Growth Portfolio – CSTP Standards

Proposal Conference (30 calendar days following the commencement of duties)	Mid-year Conference (by January 30 th)	Final Conference (no later than 30 calendar days preceding the close of the school year)	Total Requirements
Submit Alternative Evaluation Proposal form by deadline	Review proposal timeline 3 artifacts with coversheet	3 additional artifacts with coversheet Final Self-evaluation Summary Form due	6 artifacts with coversheets Final Self-evaluation Summary Form

3. Standard-Based Project – CSTP Standards

Proposal Conference (30 calendar days following the commencement of duties)	Mid-year Conference (by January 30 th)	Final Conference (no later than 30 calendar days preceding the close of the school year)	Total Requirements
Submit Alternative Evaluation Proposal form Determine evidence	Review proposal timeline 3 artifacts with coversheet	3 additional artifacts with coversheet or Project documentation Final Self-evaluation Summary Form due	6 artifacts with coversheet or Project documentation Final Self-evaluation Summary Form

4. National Board Certified Teacher Option

Beginning of the year conference only.

**Memorandum of Understanding Between the Oxnard School District and the
Oxnard Educators Association
Pilot Program for Tier 2 Intervention and Enrichment Classes at Comprehensive
Middle Schools -7 Period Day Model**

As a result of the District and Association's commitment to strengthening academic intervention and enrichment opportunities for middle school students, the Oxnard School District ("District") and the Oxnard Educators Association ("Association") agree to implement a pilot program at the three comprehensive middle schools utilizing a seven (7) period day model to provide Tier 2 Intervention and Enrichment classes. The purpose of this pilot program is to provide targeted academic support and enrichment while maintaining reasonable working conditions for bargaining unit members.

Considerations:

- The pilot program shall be implemented at the District's three comprehensive middle schools and shall operate under a seven (7) period instructional day model.
- Under the seven (7) period day model, bargaining unit members shall teach no more than five (5) instructional periods and shall receive two (2) non-teaching preparation periods during the instructional day.
- The two (2) non-teaching preparation periods shall comply with the current contractual language described in "Article XI-section 2 "Preparation Period." In the event that a unit member is required to use both additional periods for the purposes of an IEP, one of the periods shall be compensated at the rate described in Article XI-section 2 "Preparation Period."
- Special education bargaining unit members shall teach no more than five (5) instructional periods and shall receive two (2) non-teaching periods, one preparation and one assessment period during the instructional day. In addition to the daily preparation and assessment periods, special education bargaining unit members shall be given five (5) release days throughout the year for the purpose of completing case management, assessment, etc. An additional day of release time shall be granted for each student on the caseload over 26 (i.e. 27 students on caseload would be granted six (6) release days, 28 students on a caseload would be granted seven (7) release days) or be compensated as indicated in Table A for students beyond twenty-six (26)
- Intervention classes shall have a school-wide target of 20 students and in no case shall exceed 22.
- The District shall provide curriculum, instructional materials, and appropriate professional development and training for bargaining unit members assigned to teach Tier 2 Intervention classes.
- Whenever possible, bargaining unit members shall be assigned no more than three (3) different course preparations.
- Participation in this pilot program shall not establish precedent, nor constitute a past practice, unless mutually agreed upon by the District and the Association.
- The District and the Association agree to meet periodically, upon request of either party, to review the implementation, effectiveness, and impact of the pilot program, and shall meet at least once following the conclusion of the first full year of implementation to conduct a formal review of the pilot program.

Term of Agreement:

This Memorandum of Understanding shall take effect August 1, 2026, and shall remain in effect through June 30, 2028, unless extended or modified by mutual written agreement between the District and the Association.

This Memorandum of Understanding shall not set precedent, nor constitute past practice, and shall sunset on June 30, 2028.

Dated March 12, 2026



Scott Carroll (Mar 12, 2026 16:15:05 PDT)

Dr. Scott Carroll, Assistant Superintendent, HR



Stacie Thurman (Mar 12, 2026 16:45:08 PDT)

Stacie Thurman, OEA President

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

This agreement was made and entered into this day December 10, 2025, by and between the Oxnard School District ("District") and Oxnard Educators Association (OEA).

In order to obtain a number of certificated teaching staff (OEA) that are considering retirement/resignation at the end of the 2025-26 school year, and in preparation for staffing for the 2025-26 school year, the District is offering an Early Notification Incentive to permanent I

- 1) Permanent employee must submit an irrevocable letter of retirement/resignation with a final work date no later than 6/30/26
- 2) Employees that submit an irrevocable letter of retirement/resignation by **January 16, 2026**, will receive a **\$4,000.00** incentive or
- 3) Employees that submit an irrevocable letter of retirement/resignation by **January 28, 2026**, will receive a **\$2,500.00** incentive
 - Timelines will be strictly enforced
 - Incentive will be paid out no later than the end of February payroll cycle and all applicable state and federal taxes will be deducted.
 - Resignation/Retirement must be submitted using the OSD resignation form and must be submitted to Allison Cordes, Director of Human Resources

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 June 30, 2026, 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.



Scott Carroll (Dec 11, 2025 16:17:56 PST)

Dr. Scott Carroll
Assistant Superintendent, HR



Stacie Thurman (Dec 11, 2025 16:16:45 PST)

Stacie Thurman
Oxnard Educators Association

OSD-OEA

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of this 17th day of April, 2026 by and between the Oxnard School District (the "District") and the Oxnard Educators Association ("OEA").

WHEREAS, the District has given notice to OEA of a proposed reduction in force of OEA members due to the reduction of a particular kind of certificated service.

WHEREAS, the District and OEA have agreed to meet to discuss and negotiate the effects of the PKS Lay-Off, and

WHEREAS, the District and OEA have met to discuss and negotiate the effects of the PKS Lay-Off.

NOW, THEREFORE, it is hereby agreed as follows:

1. All bargaining unit members subject to the PKS Lay-Off shall be eligible to receive health, vision and dental insurance through September 30, 2026. Such bargaining unit members are responsible for the monthly employee contribution through September 30, 2026.
2. Any bargaining unit member whose notice of Reduction in Force is rescinded before site transfers have occurred, shall maintain his/her current position and site transfer rights.
3. The District agrees that unit members subject to the Reduction in Force may utilize Personal Necessity Leave in order to search for employment.
4. During the reappointment period set forth under the applicable provisions of the Education Code (i.e., 24 months for probationary teachers and 39 months for permanent teachers) bargaining unit members who are subject to the PKS Lay-Off shall have priority in temporary and long-term substitute assignments that may become available. Among bargaining unit members who are subject to the PKS Lay-Off, priority shall be determined first based on the teacher's possession of the credential permitting the teacher to take the temporary or long-term substitute assignment or ISP assignment in question and then, as among bargaining unit members possessing the requisite credential, based upon seniority. Bargaining unit members subject to the PKS Lay-Off who wish to be notified of available temporary and/or long-term substitute assignments must leave an active personal email and/or active phone number with the District in order to receive personal notification about available temporary and/or long-term substitute arrangements. The District shall choose from among bargaining unit members subject to the PKS Lay-Off who respond affirmatively to such notice or otherwise submit their names for consideration.
5. Teachers on the RIF list shall be eligible to apply for Summer School positions based on their district seniority.
6. During the reappointment period set forth under the applicable provisions of the Education Code (i.e. 24 months for probationary teachers and 39 months for permanent teachers), upon approval of the Assistant Superintendent of Human Resources or Designee, and upon the request of any bargaining unit member whose employment is terminated in the PKS Lay-Off, the District shall make available to such terminated bargaining unit members any professional development/training opportunities that are provided to active bargaining unit members.
7. The District will process in a timely fashion any claims for unemployment benefits from employees who receive final notices of layoff, or release of temporary assignment, as may be permitted by law. The District will provide instruction for filing claims and contact numbers to affected employees by May 31, 2026. This section shall apply to employees laid off or released

Memorandum of Understanding

effective June 18, 2026. The parties understand that affected employees may apply for unemployment benefits on June 18, 2026.

8. Any impacted teacher that has not had their RIF rescinded by August 3, 2026 shall be offered:
- A full-time intervention position within the ELOP Program for the 2026/27 school year (or until they are placed into a permanent position)
 - Hours for ELOP Intervention Program: 10:30-6:00 PM on all instructional days
 - Job responsibilities will align to the Oxnard School District's Teacher job description as previously established and include delivering targeted, data-driven intervention as part of ELOP; providing small-group and individualized instruction in standards based intervention; to identify needs, monitor progress, and adjust instruction; and aligning all strategies with core instructional practices.
 - Intervention positions will be assigned to Ed Services but will have an individual site(s) that they are focused on
 - As affected teachers leave intervention positions for permanent assignments, the positions will be closed
 - Impacted teachers that choose to decline this opportunity shall still be subject to other terms of this agreement
 - NOTE: ELOP intervention positions are not intended to be permanent positions, rather short-term positions that allow teachers affected by RIF to remain as full-time teachers with full compensation, health/welfare benefits, and seniority dates within OSD.

Dated April 17, 2026



Stacie Thurman (Apr 26, 2026 10:43:08 PDT)

Stacie Thurman, OEA President



Scott Carroll (Apr 27, 2026 08:15:07 PDT)

Dr. Scott Carroll, Assistant Superintendent, HR

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

Split Positions

This Agreement was made and entered into this day, June 12, 2026, by and between Oxnard School District ("District") and Oxnard Educators Association ("Association"). This MOU establishes the parameters around split positions among two sites for the 2026-2027 school year. When declining enrollment requires staffing adjustments that may require split positions among two sites, the District shall apply the following order:

1. Establish Site Needs

The District shall establish the need for a split position, including, but not limited to, the following parameters:

- Required sections by content area
- Total FTE available
- Credential requirements

2. Determine Need for Split Positions

It is in the best interest of the District to maintain single-site assignments when possible. The District shall make the final determination regarding the need for split assignments. Assignment of split positions shall follow the guidelines in this agreement.

3. Fill Split Positions

If split-site assignments are necessary, they shall be filled in the following order:

- Volunteers among both affected sites.
- If no volunteers are available, the District shall assign the least senior qualified unit member consistent with Article VII, provided the assignment:
 - Is within the employee's credential authorization, and
 - Is not arbitrary or capricious

4. Conditions for Split-Site (Traveling) Teachers

If a teacher is assigned to multiple sites:

- The teacher shall receive a mileage stipend consistent with the collective bargaining agreement (See Article XIX: Salaries 11 Credential/Certificate Increments, Special Stipends).
- The teacher shall retain site rights at one (1) site of their choosing.
- A traveling teacher shall not be required to teach more than two to three (2–3) content areas without the teacher's consent.
- A traveling teacher shall receive classroom setup funds or site budget support from each assigned campus (comparable to other teachers at the school site)
- A unit member who is subject to an involuntary split-site transfer shall receive up to sixteen (16) hours of compensation, paid at the current hourly rate. (As per criteria for Filling Involuntary Transfers or Reassignments).
- A traveling teacher shall be required to attend one (1) Back to School Night and one (1) Open House. The traveling teacher and assigned principals shall determine which Back to School Night and Open House to attend. At the discretion of the site principal and approval of the traveling teacher, hourly extra pay may be provided to attend multiple Back to School Night and/or Open House events.

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 June 30, 2027, 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.


Scott Carroll (Jun 12, 2026 11:48:19 PDT)

Dr. Scott Carroll
Assistant Superintendent, HR


Andres Garcia (Jun 12, 2026 11:47:00 PDT)

Andres Garcia
Oxnard Educators Association