CONTRACTUAL AGREEMENT

between

Ocean View School District

and

Ocean View Teachers Association

2025 - 2026
&
2026 - 2027

September 9, 2026

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ARTICLE I

RECOGNITION/AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Ocean View School District, herein known as the "District" or "Board," and the Ocean View Teachers Association/California Teachers Association/National Education Association, herein known as the "Association" the exclusive representative of that unit of Teachers, herein known as "Teachers" and or “unit members” as recognized by the District per its resolution #25:7576, May 17, 1976, and its "Notice to Educational Employment Relations Board," May 17, 1976. Specifically, the following are the unit of Teachers covered under this agreement. The Association will be consulted as to whether new jobs would result in new bargaining unit members for Ocean View Teachers Association.

- All full-time and part-time classroom Teachers employed under contract by the District
- All full-time and part-time special education Teachers employed under contract by the District
- All full-time and part-time music Teachers employed under contract by the District
- All full-time and part-time nurses employed under contract by the District
- All full-time and part-time Teachers assigned by the District to positions other than regular classroom teaching positions or those noted above
- All special project staff placed on the Teacher salary schedule

Excluded from the above bargaining unit are all management, confidential, and supervisory personnel, including but not limited to the following:

- Superintendent
- Deputy Superintendent
- Assistant Superintendent Human Resources
- Assistant Superintendent Curriculum and Instruction
- Director of Student Services
- Principals / Directors
- Assistant Principals
- Coordinator of Special Education/Psychologists
- Coordinator, Preschool and School Readiness Programs
- Psychologists
- Coordinator Projects and Research
- Substitute Teachers
- Summer School Principals

1.2 Neither the Association nor the District shall unlawfully discriminate against any Teacher on the basis of race, color, creed, age, sex, national origin, political affiliation, marital status, or physical handicap.

ARTICLE II

DISTRICT RIGHTS

2.1 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 rights to: determine its organization; direct the work of its employees; determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure 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; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue; contract out work excluding regular daily classroom instruction. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.

2.2 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 express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

2.3 The District retains its right to suspend the provisions of the Agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exits is solely within the discretion of the School Board. When an emergency is called, the District will notify the Association of the reasons for the emergency, the expected duration of the emergency, and the specific articles of the Contract that are suspended by the emergency. An emergency is a natural catastrophe or a situation which requires immediate action for the preservation of public order, safety, or general welfare.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

3.1.1 A "grievance" is a formal written allegation by a grievant adversely affected by a violation of the specific provisions of this Agreement.

3.1.2 A "grievant" may be any Teacher and/or the Association, as provided by the terms of this Agreement.

3.1.3 A "day" is a day that a Teacher is required to be on duty.

3.1.4 The "immediate supervisor" is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.

3.2 Right to Representation

The grievant has the right to have a representative present at any level of the grievance procedure.

3.3 Confidentiality of Grievance Files

All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be afforded all the confidentiality of personnel files.

3.4 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate Supervisor.

3.4.1 If the grievant is the Association, the informal conference shall take place with the administrator at the appropriate level and follow all established grievance procedures.

3.5 Formal Level

3.5.1 Level I

3.5.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance the grievant must present the grievance in writing on the appropriate form to the immediate Supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

3.5.l.2 The Supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the grievance is denied, the Supervisor's response will include reasons. If the Supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

3.5.2 Level II

3.5.2.1 If the grievant is not satisfied with the decision at Level I, the grievant may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or the designee.

3.5.2.2 This statement shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

3.5.2.3 The Superintendent or designee shall communicate the decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

3.5.3 Level III

3.5.3.1 If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision has been rendered within ten (10) days after the grievant has first met with the Superintendent or designee, the grievant may, within ten (10) days after a decision by the Superintendent or designee or in the absence of a written decision, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon first by the arbitrator prior to hearing the merits of the grievance.

3.5.3.2 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the Labor Arbitration Rules and Procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

3.5.3.3 The arbitrator shall render a binding decision which will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association.

3.5.3.4 The costs for the services of the arbitrator, including, but not limited to per diem expenses, the travel and subsistence expenses, and the cost of any hearing shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

3.6 No Reprisal

No reprisals shall be taken against any party participating in the Grievance Procedure herein by the Association or the District.

3.7 Association Rights

Prior to the resolution of a grievance at Levels I or II above, the Association shall receive a copy of the grievance and the proposed resolution from the Superintendent or the designee. The Association shall be given the opportunity to file a response.

3.8 Release Time

Release time shall be provided the grievant and one Association representative outside the grievant's instructional day. This release time shall be provided at a time when mutually agreed to by the grievant and the management employee involved at any level with the exception of Level III when release time for witnesses shall be governed by the procedures of the American Arbitration Association (AAA).

3.9 Forms

Grievance forms shall be prepared by the District and will be made available to the Teachers at the immediate supervisor's office. A copy of the grievance form(s) is in Appendix C of this Agreement.

3.10 Early Resolution

In the event a grievance is filed at such 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 may be reduced by mutual agreement of the parties in interest so that the procedure may be exhausted prior to the end of the school year, or as soon as is practicable.

ARTICLE IV

ORGANIZATIONAL SECURITY

4.1 Employee Rights

The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

A Teacher has the right to choose either: to become a member of the Association; or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 4.7 below.

4.2 Payroll Deduction

The right of payroll deduction for payment of unified Association dues, initiation fees and general assessments shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Deductions for Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from Teachers.

Pursuant to authorization by the Teacher, the District shall deduct one-tenth (1/10) of the unified Association dues, initiation fees and general assessments from the regular salary check each month. Deductions for Teachers who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

With respect to all sums deducted by the District pursuant to authorization of the Teacher for unified Association dues, initiation fees and general assessments, the District agrees promptly to remit such monies to the Association along with an alphabetical list of Teachers for whom such deductions have been made and any changes that may have occurred since the previous list.

4.3 Maintenance of Membership

The Association and the District agree that any Teacher who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of the Agreement. The District will guarantee said maintenance of membership to the Association by enforcing payment of unified Association dues, initiation fees and general assessments by members to the extent permitted under the provisions of the Education Code and Government Code Section 3540.1(i)(1).

4.4 Agency Fee (Fair Share)

4.4.1 A Teacher who does not fall within the exempted category as set forth in Section 4.7 below, and who has not voluntarily made application for membership in the Association within thirty (30) days following the date upon which said employee has been formally hired by the District as a Teacher, must pay to the Association a representation fee in the amount authorized by Government Code Section 3546 and applicable law in one lump sum payment in the same manner as required for payment of membership dues, provided, however, that the Teacher may authorize payroll deduction for such fee in the same manner as required for the payment of membership dues. There shall be no charge to the

Association for such mandatory agency fee deductions. Representation fees shall be for representation services necessarily performed by the Association in conformance with applicable law and its legally imposed duty of fair representation on behalf of said Teacher who is not a member of the Association.

4.4.2 In the event that a Teacher does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 4.2 of this Article and pursuant to Education Code Section 45061.

4.4.3 Prior to the beginning of such automatic payroll deduction, the Association will certify to the District in writing that:

4.4.3.1 the employee whose pay is to be affected by the deduction has:

4.4.3.1.1 refused to join the Association;

4.4.3.1.2 refused to tender the amount of the service fee as defined herein; and

4.4.3.1.3 not applied for an exemption under Section 4.7 herein; and

4.4.3.2 the Association is complying with current Public Employment Relations Board Requirements and applicable law.

4.4.4 The written certification in Section 4.3 above shall be required prior to the collection of any service fee by the District.

4.4.5 The District and Association agree to furnish any information needed by the other to fulfill the provisions of this Article.

4.5 Dispute Over Amount of Service Fee

Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board and applicable law.

4.6 Annual Verification of Service Fee by Association

The Association will file in a timely manner with the District a copy of the written service fee notice required by the regulations of the Public Employment Relations Board and applicable law.

4.7 Teachers Exempted From Obligation to Pay Service Fee

4.7.1 Any permanent or probationary Teacher who was not a member of the Ocean View Teachers Association as of June 30, 1991, shall be exempt from this Article. Temporary Teachers initially employed or reemployed for the 1991-92 school year or subsequent years, shall be subject to the provisions of this Article.

4.7.2 Any Teacher shall be exempt from the requirements of a service fee as a condition of employment if such Teacher is a member of a bona fide religious body whose traditional tenets of teachings include objections to joining or financially supporting employee organizations as defined by Section 3540.1(d) of the Government Code.

4.7.2.1 Such exempt member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to the representation fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

4.7.2.1.1 Foundation to Assist California Teachers

4.7.2.1.2 Two more funds to be mutually agreed upon by the District and the Association.

4.7.2.2 As a condition of a continuous exemption from the provisions of this Article, the Teacher shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body specified in Section 4.7.1 above on an annual basis to the District and Association. Proof of payment shall be in the form of receipt and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in kind services or benefits may be received by the Teacher in exchange for this cash contribution. The Association shall have the right of inspection in order to review said proof of payment.

4.7.2.3 Any Teacher making payments as set forth in this section (charity contribution), and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the Association the reasonable cost of pursuing said grievance and arbitration procedures to the extent permitted by law.

4.8 District Obligations

The District's obligations under this Article are 1) to notify any Teacher who has failed to comply with the provisions of this Article that such Teacher must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) deduct from pay appropriate amounts pursuant to this Article. Under no circumstances shall the District be required to dismiss or otherwise discipline any Teacher for failure to fulfill their obligations to pay the fees established herein.

4.9 Hold Harmless

The Association shall indemnify, defend, and hold harmless the District, the District's Board of Education, including each individual School Board member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability brought by other than the Association, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator, or PERB order, judgment, or settlement which may arise by reason of, or resulting from the operation of Article IV of this Agreement.

The Association shall bear all legal costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other legal costs of litigation.

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all parties protected

by this Article. This Article shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Article of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless.

Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Access

5.1.1 Association authorized representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting Teachers, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his/her presence and the intended purpose and length of visit.

5.1.2 In no event shall any representative or Teacher interrupt or interfere in any way with normal work. Contacts with Teachers shall be limited to non-classroom teaching hours such as breaks, duty-free lunch period, and before and after school.

5.1.3 The Association may utilize District facilities for meeting purposes provided the facility is available and appropriate approval of the site administrator or designee has been obtained.

5.2 Distribution and Posting of Materials

5.2.1 The Association may distribute organizational literature on District property, provided it conforms to the content restrictions in Section 5.4 hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts Teachers who are performing their duties.

5.2.2 The Association shall have the right to post notices of Association concern (consistent with Section 5.4 hereof) on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by Teachers. The Association shall also have the right to put messages by teacher sign-in sheets.

5.3 Use of Site Mail Boxes

The Association shall have reasonable use of the internal school mail/email system to distribute organizational material which conforms to the content restrictions of Section 5.4 hereof. The Association shall provide to the Superintendent/designee a complete copy of all material to be circulated district-wide through the District mail/email system.

The Association understands and agrees that it is a privilege to utilize the District site mailboxes and email system. The Association accepts responsibility for placing Association material in Teacher mailboxes. Association authorized representatives (annual list provided to the Assistant Superintendent-Human Resources) have the right of reasonable access to facsimile machines and the District email system for the purpose of facilitating communication between the District and the Association.

5.4 Content Restrictions

Any literature to be distributed or posted must not be defamatory or hold any individual to ridicule. It must be dated and must identify the organization responsible for its promulgation.

5.5 Payroll Deductions

Upon appropriate written authorization from the Teacher, the Board shall deduct from the salary of any Teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.

5.6 School Site Representatives may make short announcements at staff meetings as scheduled by the site administrator.

5.7 It will be the responsibility of the Site Administrator and the Site Representative(s) to work collaboratively to provide an opportunity for monthly meetings at a mutually determined time to enhance communication, strategic planning, and problem solving at the site.

5.8 The District shall provide the Association President and the Association's Teachers' Advocate with two (2) copies of the Board Agenda and back-up materials prior to each Board meeting, exclusive of closed session materials. One copy shall be emailed to the Association President's work email and the other shall be emailed to the Association's Teachers' Advocate's work email.

5.9 Upon Request, and on or before the twentieth day of the school year, the District shall provide the Association a current electronic delimited file of all Bargaining Unit Members, including names, home addresses, telephone numbers, school emails, school locations, and school phone numbers.

5.10 The Association contact information shall be included on the Districts' Human Resources Certificated website page. Contact information shall include, but is not limited to, the Executive Board, Bargaining Team, Site Representative(s) by School Site, and the Association's Teachers' Advocate. It shall be the responsibility of the OVTA President and/or his/her designee to provide the Association's information in an electronic format to the Deputy/Assistant Superintendent of Human Resources annually at the beginning of every school year. The District shall be responsible for making the necessary district website updates within fifteen (15) workdays.

5.11 The Association may assign up to two (2) Unit Members to serve on any District committees, requiring teacher representation, including but not limited to, textbook adoption committee, professional development, report card, assessment, and Local Control Accountability Plan (LCAP). Upon request an Association Representative may attend as an observer.

5.12 Within the first ten (10) days of each school year, the Association shall provide an updated list of the Executive Board, Bargaining Team, Site Representatives, and the Association's Teachers' Advocate contact information to the Human Resources Department. Contact information shall include name, title, personal emails, and work location (s).

5.13 The District and Association will plan and execute new employee orientation collaboratively.

5.13.1 The Association shall have access to new certificated bargaining unit employees during the District's designated New Teacher Orientation day. The Association shall have not less than ninety (90) minutes after the first two scheduled hours of the District orientation to allow the Association to advise certificated employees in attendance of their rights, benefits, responsibilities, and other related matters. Should the Association deem it necessary prior to the New Teacher Orientation Day, the District shall excuse themselves during this portion of the agenda.

5.13.2 When the District hires any bargaining unit member after the school year has begun, the District shall inform the Association not less than 10 days in advance of any onboarding activity that occurs throughout the school year.

5.13.3 All new hire information shall be communicated through District email to the following Association representatives:

1. The respective School Site Representative(s)
2. Association President
3. Teachers Advocate

The above representative(s) shall have the option to conduct individual orientations on Association designated planning days.

5.13.4 The District shall include the California Teachers Association and Association membership form as part of the new Employee packet.

ARTICLE VI

HOURS

6.1 Definitions

6.1.1 Itinerant Teacher: An Itinerant Teacher is a Unit Member whose contract requires them to travel on a daily basis and provide services at two schools. They are assigned a self-contained class with students on their roster at each site. The Itinerant Teacher's home school for meeting attendance (e.g., staff, department, or grade level) will be jointly determined by the affected Site Administrator(s), Site Representative(s), and the Itinerant Teacher. This home school will become the Itinerant Teacher's school for attendance at meetings, such as staff, department, and grade level meetings. Typically, the home school will be the site where the Itinerant Teacher has the majority of their assignment. Itinerant Teachers shall be reimbursed for mileage at the current IRS rate.

6.1.2 Traveling Teacher: A Traveling Teacher is a Unit Member whose contract requires them to travel and provide services at more than one school. Nurses, Elementary and Middle School Speech and Language Pathologists (SLP), Elementary and Middle School Resource Specialists (RSP), Elementary Art, Elementary Music, and Elementary Physical Education Teachers do not have students assigned to their roster; however, they are required to work collaboratively with their colleagues to submit grades for their respective subject area. Site Administrator(s), District Administrator(s), Site Representative(s) and the affected Traveling Teacher will collaborate to designate a home school. This home school will be used for attendance at meetings, such as staff, department, and grade level meetings. Typically, the home school will be the site where the Traveling Teacher has the majority of their assignment. Traveling Teachers shall be reimbursed for mileage at the current IRS rate.

The District shall prioritize minimizing Traveling Teacher assignments for SLPs and RSPs. To address inequities caused by exceeded individual caseloads, a traveling assignment may be utilized as a final, district-wide solution to ensure equitable support. As soon as these unique circumstances emerge, the Deputy Superintendent of Human Resources or their designee shall meet with the Association President or their designee to reach a mutual written agreement. This agreement must be signed by the affected Teacher(s), the Site Administrator(s), and the Site Representative(s).

6.2 Basic Work Day

6.2.1 The basic day of service for all full time Unit Members shall be seven and one-half (7.5) hours. A minimum of a thirty-minute duty free lunch period shall be granted during this time. Unit members will not be required to take both before school and morning recess duties on the same day unless a planning period is in between or the Unit Member elects that as an option. Before school duty shall commence no more than fifteen (15) minutes before the students instructional day begins. The affected Site Administrator(s) and Site Representative(s) at each site shall establish a system that provides a morning break for Unit Members who are assigned to morning recess duty that day. Said break need not occur during morning recess duty time.

In order to ensure confidentiality of Unit Member discussions during lunch periods, the Site Administrator(s) and Site Representative(s), shall designate space that is restricted during the lunch period to school site staff, only. Implementation of this designated space is on a site-by-site basis and subject to reaching consensus with the site staff.

6.2.2 If the morning reporting time at a school site for Unit Members is set earlier or later than 8:00 a.m., the end-of-day service time will shift an equal number of minutes before or after 3:30 p.m. to be in alignment with the 7.5 hour workday in accordance with Section 6.2.1 above. At the request by either party, the standard workday, specifically the start and end times for Unit Members, may be adjusted through the contract negotiations process.

All Unit Members shall not be required to perform student supervision prior to the teacher work day, or duty free lunch, unless it is included in the duty description for an adjunct duty or stipend assignment.

Unit Members at the middle school level are exempt from student supervision during passing periods, preparation/planning time, and breakfast or lunch breaks. The only exception is when such responsibilities are explicitly detailed within the description of an adjunct duty, a specific stipend assignment, or the teacher is providing substitute coverage in alignment with Section 6.6.5.

6.2.3 Teachers may be authorized by the principal to leave school during non-instructional time. Procedures regarding such absences shall be established by the school site principal after consulting with Teachers at that site.

6.2.4 The preparation/planning time set forth in Section 6.5 below shall be included in the students' instructional day.

6.2.5 All teachers shall be given at least seventy-two (72) hours prior notice when a mandatory meeting is scheduled.

6.3 Opening The School Year

6.3.1 Members will have access to their assigned schools/work locations no later than the first preparation day of the school year for room preparation and other matters related to the opening of the school. The District will make reasonable effort to complete maintenance work by the first preparation day of the school year.

6.3.1.1 Permanent and Probationary 2 Status Teachers (184 Work Days, 180 of which shall be instructional):
Three (3) days for professional development and District/staff meetings, and one (1) day for Teacher classroom preparation and planning prior to the opening of school. Professional development shall specifically include one (1) day in August/September, one (1) day in October/November, and one (1) day in January/February.

6.3.1.2 Probationary 1 and Temporary Status Teachers (186 Work Days, 180 of which shall be instructional):

a) Three (3) days for professional development and District/staff meetings, and one (1) day for Teacher classroom preparation and planning prior to the opening of school. Professional development shall specifically include one (1) day in August/September, one (1) day in October/November, and one (1) day in January/February.

b) Two (2) additional workdays shall be used for orientation and/or staff development. Probationary 1 and Temporary Status Teachers are required to attend when new information is agendized. Otherwise, Probationary 1 and Temporary Status Teachers shall use these additional workdays for Teacher classroom preparation and planning prior to the opening of school.

6.3.2 On the opening day for unit members, the site administrator shall grant to the Association representative thirty (30) minutes for a meeting at the conclusion of the first faculty meeting.

6.4 Other Duties

6.4.1 Professional Duties

All Unit Members, in addition to the basic professional duties, are responsible for other professional duties which include a reasonable number and length of both formal and informal parent/guardian meetings, parent/guardian conferences, and faculty and District meetings.

Specifically, Preschool Special Day Class (SDC) Certificated Teachers - 8th Grade General and Special Education Teachers including Itinerant Teachers are also responsible for one (1) Back-to-School Night and one (1) Open House.

Itinerant Teachers, whose assignment includes more than one site, may need to attend more than one Back-to-School Night or Open House. To address this matter, the Site Administrator(s), the Site Representative(s), and the affected Itinerant Teacher will meet to discuss and seek a solution.

If through a mutual agreement, the Itinerant Teacher attends a second Back-to-School Night and/or Open House, the teacher will be compensated for two (2) hours per event at the Extra Duty Rate of Pay.

6.4.1.1 Mandated Training for All Unit Members

Annually within the first six weeks of the school year, each Unit Member is required to participate in the mandated training as required by law or the District. The District shall offer an opportunity within the Unit Member's contracted workday for staff members to complete the training. Should a Unit Member not complete the training, the Unit Member will be required to complete the online training modules on a date and/or time that is outside the Unit Member's scheduled workday.

6.4.1.2 Open House and Back-to-School Night dates shall be selected by mutual agreement in writing between the Site Administrator(s), the Site Representative(s), and 75 percent of the impacted site members. The school Site Representative(s) in collaboration with the Site Administrator(s) will conduct the vote.

6.4.1.3 Back-to-School Night (BTSN) for Elementary Schools
One (1) BTSN shall be included as part of the teachers' 184 day work year and scheduled within the first five (5) weeks of each school year.

Back-to-School Night for Middle Schools
One (1) BTSN shall be included as part of the teachers' 184 day work year and scheduled on a minimum day within the first five (5) weeks of each school year.

6.4.1.4 Open House for Elementary Schools
One (1) Open House shall be included as part of the teachers' 184 day work year and scheduled each school year.

Open House for Middle Schools
One (1) Open House shall be included as part of the teachers' 184 day work year and scheduled on a minimum day each school year.

6.4.1.5 Parent/Teacher Conferences for all Schools
Unit Members will have five (5) minimum days in the Fall and in the Spring for parent/teacher conferences. This week shall be included as part of the Unit Members' 184 day work year and scheduled in the Fall and Spring each school year. Annually, Traveling VAPA Teachers are responsible for one (1) District Festival of the Arts. Therefore, Traveling VAPA Teachers are excluded from parent/teacher conferences unless their Site Administrator(s) or colleague requests their attendance to address the needs of a specific student that is shared by the classroom Teacher and the Traveling Teacher. These five (5) parent conference minimum days for Traveling VAPA Teachers shall count as additional prep time for them.

Fall Parent/Teacher conferences – Teachers shall make every effort to meet in person with all parents. To accommodate a parent/guardian's request, a phone or virtual conference shall be considered a valid in person alternative. Once parent conferences are completed the Unit Members shall be permitted to leave their work sites.

Spring Parent/Teacher Conferences-
A conference shall be held with parents when any of the following circumstances apply:

- The student's progress as assessed by the teacher along with the District and Site Assessment data indicates the student is performing below grade level;
- The student's grade average is below 2.0 for middle school;
- The student is identified as an at-risk student; and or is identified as having behavioral, social, or emotional issues;
- At the request of the parent, a conference may be held via email or telephone conversation.

For Spring conferences, once parent conferences are completed, unit members shall remain on duty for planning and collaboration.

6.4.2 Adjunct Duties

Before the students return to school each school site administrator shall distribute a list of adjunct duties to Unit Members. Site Administrator(s) and Association Site Representatives at each site will work together to ensure procedural measures are in place so the assignment of adjunct duties are carried out in a fair and equitable manner based on the time involved in each duty. The rotation of the adjunct duties from year to year shall be considered among all Unit Members. All Unit Members, including any Itinerant or Traveling Teachers assigned to the site, shall have the opportunity to indicate a preference for any of these duties. Adjunct duties shall be equitably distributed to the extent practicable. In the event that no Unit Member volunteers for a particular duty, the Site Administrator(s) may either eliminate that duty or assign the duty to a Unit Member who has less than the average number of assigned adjunct duties at that site. In accordance with the Partnership between Administration and Labor (PAL), the Association Site Representative position(s) shall be included as an adjunct duty at all school sites.

6.4.2.1 To the extent required by Government Code Section 825, the District agrees to defend and indemnify Unit Members for liability based on acts or omissions occurring within the scope of employment, including acts or omissions occurring while the Unit Members are supervising school parking lots.

6.4.3 Voluntary Duties

These voluntary duties serve an educational need beyond the contracted workday. Effective July 1, 2018, said events shall be paid at the Extra Duty Rate of Pay in accordance with Article XIII Salaries, Section 13.7. These events may include but are not limited to the following professional events:

6.4.3.1 Parent Engagement
Kindergarten Parent Information Night(s)
GATE/VAPA/STEM/STEAM Parent Information Night(s)
Parent Engagement Event(s)

6.4.3.2 Overnight Study Trip(s)
For District approved Overnight Study trips scheduled during the contracted work year that extend beyond the 7.5-hour workday, the volunteer Unit Member will earn seven (7) hours of pay per overnight stay. This compensation will be at the Extra Duty Rate of Pay, as outlined in Article XIII Salary, Section 13.7.

In the event of an emergency, the volunteer Unit Member is encouraged to document incident(s) to ensure the Deputy Superintendent of Human Resources and/or their designee is aware and is able to consider the need for any potential additional compensation at the Extra Duty Rate of Pay as outlined in Article XIII Salary, Section 13.7.

6.5 Student Contact Minutes

6.5.1 Subject to Section 6.4.2 below, the yearly student contact minutes required of Teachers shall not exceed the following:

Kindergarten	36,000
Grades 1-2-3	50,400
Grades 4-8	58,410

Under no circumstances shall the number of yearly instructional minutes be less than in the 1982-83 school year.

6.5.2 Transitional Kindergarten (TK) is the first academic year of a two-year Kindergarten educational experience. In alignment with California Education Code 48000(c), the District operates a Kindergarten program and a TK program for all 4-year-old children.

6.6 Preparation/Planning Time

6.6.1 Preparation/Planning Time for each full time 4th and 5th Grade General Education and Special Education Teachers:

During a standard five-day work week which includes Modified Wednesdays, each full time General Education and Special Education Teacher in grades 4 - 5 shall be provided a minimum of one hundred eighty (180) minutes per week of planning/preparation time. Due to the number of Monday holidays, the Site Administrator(s), Site Representative(s), and the Music and Art Teachers respectively shall work collaboratively and make every effort to avoid scheduling 4th and 5th grade planning time on Mondays. The state required minutes for Physical Education must be met regardless of holidays. Planning time may be modified or rescheduled during weeks with federal Monday holidays or other modifications to the standard schedule.

4th, 5th Grade Teachers and all Elementary/Middle School Special Education Teachers: Each 4-5 teacher and Special Education Teacher shall be provided one (1) planning day per trimester/quarter and not to exceed three (3) per school year. Planning/preparation time shall be used for preparation, planning, and other duties related to the Teacher's professional responsibilities and/or current practice existing at the school site of assignment.

4th, 5th Grade Teachers and all Elementary/Middle School Special Education Teachers: Each 4/5 teacher and Special Education will receive up to ten (10) extra duty hours of planning time each year at Extra Duty of Rate of Pay in accordance with Article XIII Salaries, Section 13.7. These hours shall be taken outside the regular school day by mutual agreement with the site administrator.

6.6.2 Use of Modified Days

Elementary School Modified Days

A minimum of two (2) modified Wednesdays each month shall be designated as Preschool-age Special Education -5th Grade Teacher planning days. The first and third Wednesdays of each month shall be designated as District inservice/planning days. The second and fourth Wednesdays of each month shall be designated as Teacher planning days. These days may be changed by mutual agreement by the site administrator and OVTA site representative.

Middle School Modified Days

Ten (10) Modified Thursdays, one early release day each month, will be designated at the Middle Schools for staff meetings, professional learning communities, collaboration time, professional development, and planning time (See Appendix T for 2021-22 Dates). The Association School Site Representative(s) and the school site Principal shall collaboratively determine the Teachers' needs for professional development and professional growth.

The Principal and the Site Representative(s) shall discuss, review, and/or plan the agenda for the ten (10) Modified Thursdays.

When scheduled at the school site, each of these ten (10) Modified Thursdays may include the following in no particular order:

a) District directed staff meetings, professional learning communities, professional development, and/or planning time
b) Teacher directed planning and collaboration time
c) Minimum of a thirty (30) minute Duty-free lunch

Through the PAL process, the Principal and the Site Representative(s) may agree to implement a different time structure than the example provided below.

Given that the four middle schools have different dismissal times, a fifteen (15) minute travel allowance shall be granted to Teachers commuting from one site to another. When Teachers from at least two middle schools are coming together with different start times, the dismissal time shall be aligned with the school with the earliest start time.

Should it be an absolute necessity to schedule a staff meeting above and beyond these ten (10) days, the Principal shall communicate with the Site Representative(s) utilizing the PAL process. With the School Site Representative's consent, all Teachers shall be given at least seventy-two (72) hours written prior notice via email when a mandatory meeting is scheduled. Article II, Section 2.3 shall be applicable in the event of an emergency.

6.6.3 Middle School Teachers: Preparation/Planning Time for Middle School Teachers

The Middle School Teacher workday shall consist of not more than five (5) teaching periods, plus one preparation/planning period spanning six consecutive periods within the students' instructional day, and not including the designated lunch period in accordance with section 6.1.1 above.

6.6.4 TK - 3rd Grade Substitute Coverage in 4th and 5th Grade:

The Site Administrator(s) shall have the authority to temporarily suspend the end of the day planning minutes in the event that the Site Administrator determines coverage for a 4th and/or 5th grade Teacher at their site exists. TK - 3rd Grade Teachers at each site shall have the opportunity to volunteer for this coverage. In the event that no TK - 3rd Grade Primary Teacher volunteers for coverage, the Site Administrator may assign the coverage duty to a TK - 3rd Grade Primary Teacher. Day-to-day coverage duties shall be equitably distributed to the extent practicable.

The TK - 3rd Grade Unit Member losing their prep/planning time shall earn the Extra Duty Rate of Pay in accordance with Article XIII Salaries, Section 13.7.

6.6.5 Middle School Teachers Substitute Coverage:

The site principal shall have the authority to temporarily suspend planning periods in the event that the principal determines an emergency condition exists. If a Teacher's planning period is temporarily suspended because of an emergency, said Teacher may be required only to provide student supervision. (cf 13.3.3)

6.6.5.1 By mutual agreement between the Unit Member and the Site Administrator(s), the teacher may volunteer to substitute during their conference/preparation period and earn the Extra Duty Rate of Pay in accordance with Article XIII Salaries, Section 13.7. The Site Administrator(s) shall make every effort to ensure equity when a request for a one period substitute is made.

6.7 <u>Planning and Conducting Professional Development</u>

6.7.1 The District and the Association shall continue to collaboratively plan the Professional Development agendas. Agendas for the two (2) mid-year professional development days, shall include the following:

6.7.1.1 Two (2) Mid-Year Professional Development dates shall be jointly selected and agreed to by the Association and District Bargaining Teams to adhere to the Teachers' needs for staff development and professional growth.

6.7.1.2 The Professional Development day agendas shall be mutually discussed, developed, and agreed to by the Association and the District. To develop these agendas, a committee shall be established. The parties shall be responsible for selecting their respective representatives, not to exceed four (4) from each party. The number of committee members may be exceeded by mutual agreement.

6.7.1.3. Professional Development days will include time for participants to process and engage with the material, time to plan using the new information, and then have time for professional reflection (individual and collectively) in order to gain and build upon new information presented.

6.7.1.4 The Site Administrators and OVTA Site Representative(s) shall follow the PAL principles and the steps delineated above in the development of agendas for release days and Modified Days to ensure meetings are meaningful and productive.

ARTICLE VII

WORK YEAR

7.1 For Permanent and Probationary 2 Status Teachers the work year shall be 184 days, 180 of which shall be instructional. For Probationary 1 and Temporary Status Teachers the work year shall be 186 days, 180 of which shall be instructional. The two additional workdays shall be for orientation, staff development, and/or Teacher classroom preparation and planning prior to the opening of the school.

If full apportionments are not received as provided in Education Code Sections 46200(a) and 46201(a), the number of workdays for Teachers shall be 180, of which 176 shall be instructional.

7.2 Posting of Summer School Positions

7.2.1 The District shall identify tentative assignment needs for Summer School as early as possible.

7.2.2 The District shall post notices of summer school vacancies at all schools, allowing for an appropriate application period of at least ten (10) working days.

7.3 Selection of Summer School Positions

7.3.1 Summer school assignments shall be determined by the District based upon teacher application, appropriate credentials, satisfactory evaluations in the year prior to the summer school assignment, and experience or training in the teaching assignment to be offered during the summer in accordance with the following:

7.3.2 If all criteria in 7.3.1 are determined to be equal, preference shall be given to permanent employees.

7.3.3 If all criteria in 7.3.2 are determined to be equal, preference shall be given to the teacher who has not taught during the previous summer session.

7.3.4 If all criteria in 7.3.3 are determined to be equal, preference shall be given to the applicant with the greatest number of years of District service.

7.3.5 If all criteria in 7.3.4 are determined to be equal, the District shall make the final selection of Summer School applicants.

7.3.6 Upon request, a teacher will be told why their summer school application was denied.

7.3.7 Summer School assignments shall only be offered to candidates from outside the District if a summer school assignment cannot be filled from existing staff.

ARTICLE VIII

EXTENDED SCHOOL YEAR

8.1 Extended School Year (ESY) services are required in California public schools for students with disabilities who qualify based on their Individualized Education Program (IEP). ESY includes Teachers who provide Specialized Academic Instruction (SAI) or Designated Instructional Services (DIS) and Nurses who accommodate the needs of our students with extensive needs.

8.1.1. This Article VIII, ESY, is not applicable to teachers who may be employed in summer school programs that are not part of ESY.

8.2 Teachers and Nurses who agree and are employed in the Extensive Support Needs or who provide the DIS to the Extensive Needs Program program, agree to work in ESY to serve our students who need additional instructional days beyond the annual state requirement of 180 days for general education students.

8.3 Teachers and Nurses who work ESY are required to work the same number of work days as other Teachers covered by this Agreement in order to receive the base salary determined by their placement on the District's salary schedule. Additional salary is earned on a per diem basis for additional days worked during ESY. Nurses shall be compensated at their Hourly Per Diem rate of pay or seventy-five dollars ($75) per hour, whichever is higher.

8.4 Teachers and Nurses employed to work in ESY agree to work an additional period not to exceed thirty (30) work days.

8.5 The minimum days for ESY shall coincide with Summer School or be a minimum of twenty (20) days. The ESY assignment shall include five (5) hours per day for twenty (20) work days for Teachers and Nurses.

8.6 To support the state-funded Expanded Learning Opportunities Program (ELO-P), which was established to provide afterschool and summer school enrichment programs for students in Transitional Kindergarten through Sixth Grade pursuant to California Education Code Section 46120, Nurses shall also be available to address student health needs during the ESY program hours.

8.7 Nurses may receive additional compensation beyond their ESY work hours for completing preschool student assessments during the ESY program. Each preschool assessment, which includes a health evaluation and a written health report, may take one (1) hour or up to three (3) hours to complete depending upon the student’s health needs. Compensation for each assessment will be paid at the nurse's hourly per diem rate or seventy-five dollars ($75) per hour, whichever is greater.

ARTICLE IX

TRANSFER PROCEDURE

The Superintendent shall have the authority to transfer Teachers consistent with the following procedures:

9.1 Definitions

9.1.1 Teachers
Teachers shall include all Teachers placed on the Teachers Salary Schedule.

9.1.2 Teacher-Initiated Voluntary Transfer
A Teacher-Initiated Voluntary Transfer is a request by a Teacher to be transferred to another school or department.

9.1.3 Administrative-Initiated Transfer
An Administrative-Initiated Transfer is a transfer of a Teacher to another school or department through the procedures herein established.

9.1.4 Vacancy
A vacancy is defined as any unit member position the district determines is open and results from retirement, resignation, death, Board approved personal leaves of one year or more, or other termination of employment, including positions held by Temporary Teachers.

9.1.5 School Closure Transfer
A school closure transfer occurs when a school is closed by the School Board and teachers must be transferred to another school or department.

9.1.6 Reassignment
Reassignment occurs when a Teacher is reassigned by a Principal to a different grade level or position within their present school site.

9.2 Procedures for Teacher-Initiated Voluntary Transfer Between Schools

9.2.1 The Assistant Superintendent, Human Resources shall, upon approval of the Superintendent, administer the transfer procedures.

9.2.2 A list of all current vacancies shall be mailed to each school, posted in an area designated mutually by the principal and the school site representative, and sent via district email to all employees by May 15. Additional vacancies will be mailed to each school, posted in an area designated mutually by the principal and the school site representative, and sent via district email to all employees periodically until June 15 after which a current posting will be available in Human Resources. All Teachers may be apprised of current vacancies by contacting Human Resources or by viewing the Edjoin webpage.

Positions held by first and second year Temporary Teachers shall be declared vacant at the same time that the first posting of vacancies for the subsequent school year occurs (May 15). In the event of a school closure, positions held by all Temporary Teachers, regardless of number of years holding a position, shall be declared vacant.

9.2.3 Any Teacher may apply for a transfer to other schools or departments by submitting a Request for Transfer Form (Appendix F) to Human Resources for:

1. Current posted vacancies within five (5) working days and/or
2. Future posted vacancies from February 1 through June 30

Current assignment in special programs shall have no bearing on interview or selection of properly credentialed transfer candidates.

9.2.3.1 The Teacher requesting transfer does not automatically vacate his/her current position. The filing of a request for a Teacher Initiated Transfer does not jeopardize the employee's current position, but reflects only a desire for professional growth.

9.2.3.2 Appropriately credentialed Teachers requesting a transfer to a vacancy are guaranteed an opportunity to interview. A Temporary Teacher or any outside applicant shall not be interviewed for a positon until an opportunity to interview has been offered to all probationary and permanent Teacher(s). A Teacher who has not submitted a Request for Transfer within the designated time lines (See 9.2.3) waives the right to an interview.

9.2.3.3 After positions are closed, the Assistant Superintendent, Human Resources or designee shall arrange for interviews for those Teachers requesting a transfer.

Interviews will be conducted by the principal, assistant principal, administrative assistant or administrative intern (if any exists at that site), and at least two (2) Teachers at that school. One of the two teachers must be an elected School Site Representative or his/her designee and one teacher must represent the grade level/department. All Teachers at that site shall have an opportunity to be considered for selection to serve on the Interview Team. All members of the Interview Team, or their alternate, will be present when interviews are conducted. Although principals will consider all qualified applicants, they will not be required to re-interview those applicants who interviewed for similar positions with the same principal at the same school during the current and/or past school year.

Previously interviewed applicants shall receive written notice of the fact they have been considered in the process.

9.2.3.4 All other factors being equal, the District may first select and assign a permanent unit member prior to other certificated employees or outside applicants. The following factors shall be considered in determining Teacher-Initiated Voluntary Transfers:

a. Possession of required credential
b. Special certificate for a particular assignment, e.g. GATE
c. Expertise, skills, experience, and/or training, e.g. Arts Advantage

In accordance with Section 9.2.3.3 above, the final selection shall be made by the Principal and Teachers on the Interview Team at the site.

9.2.3.5 The Assistant Superintendent, Human Resources or designee shall provide written notification to applicants of the decision regarding the request for transfer. If not selected for a position, the teacher may request and be granted a post interview conference with the Assistant Superintendent of Human resources, or designee. The District shall schedule a post interview conference with (10) work days.

9.2.3.6 Teacher initiated requests for transfer shall be kept in a file separate and apart from the Teacher's personnel file.

9.3 Procedures for Administrative Initiated Transfer

Administrative-Initiated Transfers may be initiated when in the best interest of the District and shall not be arbitrary.

9.3.1 In selecting Teachers to be transferred as a result of staff reduction, the principal will consider Teachers volunteering for transfer and the following additional factors: Teacher preparation, certification, interests and strengths, evaluations, instructional skills and experience, ethnic distribution, age balance, and male/female ratio.

9.3.1.1 The above factors in Section 9.3.1 shall be applied beginning with the Teacher who has the least length of service to the District. These factors shall be applied in light of the identifiable needs of the affected school and/or District.

9.3.2 The following procedures shall be used in Administrative-Initiated transfers:

9.3.2.1 Prior to an Administrative-Initiated Transfer, the Assistant Superintendent, Human Resources shall discuss the reasons for a non-arbitrary transfer with the Association President or his/her designee.

9.3.2.2 The principal and/or Assistant Superintendent, Human Resources shall schedule a conference with the Teacher to discuss the transfer.

9.3.2.3 Notice of an Administrative-Initiated Transfer shall be given to Teachers as soon as practical, and except in cases of emergency, not later than June 1. The Teacher shall be provided a statement of specific reasons for the transfer. If the teacher is unsatisfied with the statement of specific reasons for the transfer, the Teacher may appeal to the Superintendent. The Superintendent may choose the Assistant Superintendent of Educational Services as his/her designee.

9.3.2.4 Procedures for interviewing, notification, and placement shall be in a manner similar to School Closure Transfers.

9.3.2.5 Teachers who are administratively transferred shall not be administratively transferred again for at least three (3) years unless just cause exists and the Association concurs.

9.3.2.6 The District shall place Teachers who are being administratively transferred before placing Teacher-Initiated Voluntary Transfers (Section 9.2 above).

9.3.2.7 Teachers administratively transferred due to a projected decline in enrollment shall have the right of first return to the school in the grade levels from which the Teacher was transferred (i.e., Preschool-age Special Education, K-3, 4-6, 7-8) if this decline does not materialize within the first ten (10) days of the instructional school year.

9.3.2.8 A Teacher who is transferred administratively after the Teacher work year begins shall be provided three (3) full days of release time to effect the move.

9.3.2.9 Teachers administratively transferred for the following school year shall be compensated for up to three (3) full days at extra duties pay rate for duties performed to facilitate the move to the site of their fall teaching assignment. Such duties shall be performed on days other than regular work days. Teachers administratively transferred shall be provided moving assistance including boxes and transportation of materials.

9.4 Procedures For Reassignment

9.4.1 Teachers applying for vacant positions within their present school site for which they are qualified shall be given consideration prior to posting such vacancies district-wide. Principals shall survey all teachers at their site, in writing, as to their teaching preferences for the upcoming school year. Each school site Principal shall post a list of positions for the next school year no later than May 15 of the current school year.

After May 15, Principals shall notify the teachers who have indicated interest in reassignment. Teacher assignments may be changed due to enrollment variations, mandated program needs, teacher qualifications, leave requests, retirements, deaths, or Teacher requests for reassignment.

9.4.2 Reassignment may be initiated when in the best interest of the school and shall not be arbitrary. Principals shall notify the teachers who have indicated interest in a position designated open by the site Principal. Notice of reassignment shall be given to the Teacher by June 1, except in cases of changes due to enrollment variations or other unforeseen circumstances. Notices will be given whenever practical thereafter. Final teaching assignments will be made by the Principal.

9.4.2.1 If not selected for reassignment, the Teacher may request and shall be granted a post selection conference with the Principal. Upon request, the Teacher shall be given specific reasons for the Principal's decision.

9.5 Part-Time Teachers

9.5.1 A Teacher who has voluntarily accepted a part-time teaching position shall move into an available full-time position in the future, providing the District determines that a full-time position is available and that the individual is qualified for the position. Teachers who wish to move from part-time to full-time must notify the Human Resources Office by March 1 of the year preceding the individual's intent to move into full-time status except under extenuating circumstances.

9.5.2 A part-time Teacher will be determined to be qualified for an available position based upon Teacher preparation, certification, interests and strengths, evaluations, instructional skills and experience, ethnic distribution, age balance, and male/female ratio.

9.6 School Closure Transfer

In the event that a school is closed and teachers must be transferred to another school or department, the following procedures shall be used in placing teachers in the new assignments.

9.6.1 A roster of the teachers employed at the school that is closing shall be prepared in order of District seniority.

9.6.2 A list of vacancies shall be sent to each school, posted in an area mutually designated by the principal and the school site representative, and sent via District email to all affected Teachers.

9.6.3 In accordance with 9.2.2, all Temporary Teachers' positions shall be declared vacant at the same time that the first posting of vacancies for the subsequent school year occurs.

9.6.4 Teachers shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list, on a District designated form.

9.6.5 Teachers transferred under the provisions of this section shall then be placed according to all of the following criteria:

a. Possession of required credential
b. Special certificate for a particular assignment, i.e. GATE
c. Expertise, skills experience, and/or training, e.g. Arts Advantage
d. Length of Teaching experience in the particular position

All other criteria being equal, as determined by the district, the teacher with the most District seniority shall have first choice of the position.

9.6.6 The Assistant Superintendent, Human Resources or designee, shall provide written notification to Teachers of the school closure.

9.6.7 If a Teacher is not assigned to teach any of his/her three (3) preferences as stated in section 9.6.4 above, he/she may request and be given rationale for the decision or be granted a post-interview conference with the Assistant Superintendent, Human Resources, or designee. The District shall schedule a post-interview conference within ten (10) work days.

9.6.8 Once all Teachers affected by a school closure are given first right of refusal to all vacant positions, then the procedures for Teacher-Initiated Voluntary Transfer between Schools in section 9.2 above shall be applied.

9.6.9 In accordance with section 9.3.2.5, Teachers who are transferred due to school closure shall not be administratively transferred again for at least three (3) years unless just cause exists and the Association concurs.

9.6.10 In the event of Administrative-Initiated Transfers due to enrollment decline and/or program reduction/elimination occur at the same time as school closure, all teachers who are Administrative-Initiated Transfers, except by mutual agreement between the District and the Association President or designee, shall be placed in the same pool for filling vacancies and shall be transferred based on the following factors: teacher preparation, certification, interests and strengths, evaluations, instructional skills and experience, ethnic distribution, age balance, and male/female ratio.

9.6.11 Teachers who are transferred administratively due to a school closure shall be provided three (3) release days to affect the move. Teachers administratively transferred shall be provided moving assistance, including boxes and transportation of materials.

ARTICLE X

CLASS SIZE

10.1 The District agrees to maintain a K-8 District-wide staffing ratio of 1:30. This ratio excludes Preschool through 8th grade Special Day Classes (SDC).

10.2 Unless otherwise agreed to by the Site Administrator(s), Site Representative(s), and affected staff, the following school-wide averages for general education classes shall be maintained:

Transitional Kindergarten – Maximum 24
Grades K-3 - Average 30.5 school wide (see Section 10.3)
Grades 4-5 - Average 32 school-wide
Grades 6-8 - Average 32 school-wide

For the duration of the contract, the above listed class size averages are subject to modification for purposes such as low enrollment classes, large group or experimental instruction, team teaching, or other valid reasons as agreed to by the Site Administrator(s), Site Representative(s) and affected staff. GATE classes shall not be included in staffing or class size averages.

Refer to attached MOU regarding class size for K-3, 27:1 for the 2025-26 and 2026-27 school years. (Appendix L)

10.3 Kindergarten-3rd grade class sizes are subject to modifications, based upon continued participation in the Local Control Funding Formula Grade Span Adjustment Program.

10.3.1 TK Class Sizes and Staffing Ratios

1) Maintain an average TK class enrollment of not more than twenty-four (24) students for each school site. Higher averages may not be bargained.

2) Maintain an average of at least one (1) adult for every ten (10) students for TK classrooms, contingent upon an appropriation of funds for this purpose.

10.4 Teachers shall have the right to discuss class size problems with their immediate supervisor. The immediate supervisor will review the problems as they relate to the instructional program.

10.5 Music Teachers, Nurses, and Special Education Teachers shall instruct the number of students determined by the District to be in the best educational interests of the children.

10.6 Combination Classes (General Education Multi-Grade Level) at Elementary Schools
The District will make a good faith effort to avoid creation of combination classes. When a combination class becomes necessary, the affected Teacher(s) will be directly involved in the selection and/or placement of the students in such classes. Combination classes shall be filled prior to the formation of single grade classes. Every effort shall be made to create combination classes prior to the first day of school for students.

10.6.1 Staffing for Combination Classes

For purposes of staffing a combination class, Principals shall first ask for volunteers. If there are no volunteers, the Principal shall make the assignment. The Principal shall make every effort to rotate combination class assignments among the Teachers at the affected grade levels.

10.6.2 Class Size for Combination Classes

10.6.2.1 Implement the Partnership with Administration and labor (PAL) process, the Principal and the affected Teachers shall make every effort not to exceed twenty-five (25) student for primary K through third grade (3rd) and thirty (30) students for fourth (4th) and fifth (5th) grades.

10.6.2 2 Additional students may be added only after all classes of corresponding grades have reached the contractual limit per Section 10.2.

10.6.3 Accommodations

The Partnership with Administration and Labor (PAL) process shall be utilized between the Teacher and Principal to mutually determine accommodations to help support the Teacher. Such accommodations may include, but are not limited to:

- Adjunct Duties
- Scheduling of Music, Library, P.E., et. al
- Looping
- Duty Schedule
- Increased Collaboration with Peers at the site or district-wide
- Leveling of Subjects
- Exploring the utilization of site budget and resources i.e. task force pay, release time, aide time, and/or donations
- Utilization of Modified Wednesdays – A site may choose to host professional development to discuss strategies for teaching combination classes. To access the experience and knowledge of our own teachers, a Teacher leading this professional development could earn task force pay for preparation.

  Note: Should a Teacher assigned to a combination class attend this professional development, the Teacher is excused from the staff meeting and understands it is the Teacher's professional responsibility to be aware of what was shared.

The mutually agreed upon accommodations shall be submitted in writing, signed by the Principal, Association Representative(s) and Teacher. These records shall be maintained in a file at the school site.

ARTICLE XI

EVALUATION PROCEDURES

11.1 The responsibility for evaluating the performance of each Teacher shall rest with the Teacher's immediate supervisor who is a member of the District certificated management personnel holding a valid California Administrative or Supervision credential. In cases where the Teacher is assigned to more than one school site, the evaluator shall be designated by the Superintendent. All Teachers shall be notified who their evaluator shall be prior to October 1. All teachers will be evaluated by the California Standards for the Teaching Profession (CSTP) and use the Permanent Certificated Evaluation form or the Temporary/Probationary Certificated Evaluation form (Appendix D).

11.2 The specific standards of performance shall be compatible with the District's goals and objectives in effect at the time of the Planning phase and shall be concerned with each of the following:

11.2.1 Pupil progress toward District-established standards of expected achievement

11.2.2 Instructional techniques and strategies used

11.2.3 Adherence to curricular objectives

11.2.4 The establishment and maintenance of a suitable learning environment.

11.2.5 Additional evaluation and assessment guidelines as adopted by the Board of Trustees, after first negotiating with the Association to the extent the matter is within the scope of representation.

11.3 The evaluation and assessment of Teachers is a continuing process and consists of three phases:

11.3.1 The Planning Phase

11.3.2 The Monitoring Phase

11.3.3 The Evaluation Phase

11.4 The Planning Phase

11.4.1 Teachers must develop goals leading to increased effectiveness under the California Standards for the Teaching Profession (CSTP) Standard 5.0 Assessing Student Learning no later than twenty-eight (28) days after the beginning of the school year. A Teacher beginning service after the winter recess shall develop standards of performance no later than fifteen (15) school days after their first day of service. Any other goals are optional and must be mutually agreed upon.

11.4.2 CSTP Standard 5.0 Assessing Student Learning shall be measurable and shall state expected student achievement.

11.4.3 During the course of the evaluation period, circumstances may arise which require modification of the evaluation goals and assessment. Such modifications and any waiver of time limitations shall be made when mutual agreement exists between the Teacher and the evaluator.

11.5 The Monitoring Phase

11.5.1 Evaluation shall be based upon observations and conferences and shall include supporting data collected as a result of the observations and conferences.

11.5.2 The Teacher's evaluator shall attempt to aid the Teacher in correcting cited deficiencies. Such aid shall include administrative assistance and specific recommendations for improvement.

11.5.3 During the Monitoring Phase, Teachers may ask their evaluator to review with them their progress towards their stated standards of performance.

11.5.4 Probationary/Temporary: Teachers' observations for evaluation shall be scheduled so that the first observation occurs prior to December 31 and second observation prior to February 28, unless the teacher is hired after the school year begins.

11.5.5 Permanent: Teachers' observations for evaluation shall be scheduled so that the observation occurs prior to December 31.

11.6 The Evaluation Phase

11.6.1 The California Standards for the Teaching Profession shall be used in the evaluation process.

11.6.2 Probationary and temporary teachers shall be evaluated at least once annually. Permanent Teachers who have been employed at least ten (10) years with the District, hold their Cross-Cultural Language and Academic Development (CLAD), are highly qualified as defined in 20 U.S.C. Section 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards ("Satisfactory" in accordance with the OVTA Evaluation Plan), may be evaluated every five (5) years if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee with a written notice within the first two (2) weeks of the beginning of the school year.

11.6.3 No later than thirty (30) days prior to the close of the school year in which the final evaluation takes place, a written copy of the evaluation shall be presented to all Teachers who have been evaluated. A Teacher may request and shall be granted up to ten (10) working days before signing the evaluation.

11.6.4 Prior to the close of each school year, a formal conference will be held in private between the Teacher and the evaluator to discuss the evaluation.

11.6.5 Additional evaluation conferences may be held at the discretion of the evaluator.

11.6.6 The Teacher shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the evaluation and shall be placed in the Teacher's personnel file.

11.6.7 Following the Monitoring Phase, if the Teacher does not meet the stated standards of performance, he/she shall be so informed in writing by the evaluator at the time of the conference. Said written comments shall include the identified specific deficiencies, suggested recommendations, and available administrative support and/or assistance. A permanent status Teacher who receives an evaluation indicating needed improvement shall be evaluated at least annually until he/she receives a satisfactory evaluation in the area identified as needing improvement or is separated from the District.

11.6.8 The District may require a Teacher receiving an evaluation indicating needed improvement in the area of teaching methods or instruction to participate in a program recommended by the evaluator to improve appropriate areas of the Teacher's performance. In addition to other resources proposed by the evaluator, District staff development resources shall be utilized for remediation purposes. Such District resources shall be at no cost to the Teacher.

11.6.9 All evaluations shall be in writing using the "Ocean View School District Certificated Evaluation" form. This form may be changed by the District during the term of the Agreement after meeting and negotiating with the Association pursuant to Government Code Section 3543.2.

11.6.10 Specific goals leading to increased effectiveness and stated in the Teacher's evaluation shall be considered in the development of standards of performance the following school year.

11.6.11 At least one day's notice shall be given prior to any evaluation conference during the Evaluation Phase.

11.7 The provisions of Article III (Grievances) shall be applicable only to the procedural aspects of this Article.

11.8 If during the formal evaluation conference, the Teacher feels threatened or intimidated by the conduct of the evaluator, the Teacher may request and shall be granted the presence of a Teacher or a representative of the Association to act as an observer for the remainder of the scheduled meeting or an extension of said meeting.

ARTICLE XII

LEAVE PROVISIONS

12.1 The benefits which are expressly provided by this Article are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the grievance procedure, Article III.

12.2 Sick Days and Personal Injury Leave

12.2.1 Full-time Teachers shall be entitled to ten (10) days leave with full pay for each year for purposes of illness or injury. Special Education Teachers employed to teach for the entire extended school year shall be entitled to one (1) additional day's leave. Teachers who work less than full-time shall be entitled to that portion of the ten (10) days' leave as the number of hours per week of scheduled duty related to the number of hours for a full-time Teacher in a comparable position.

12.2.1.1 Teachers may use up to one-half (1/2) of their annual entitlement of full-paid sick leave for the following reasons: (1) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; and (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described. For purposes of this section, "family member" is defined as the Teacher's child (regardless of age or dependency status), parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling. All conditions and restrictions on the use of sick leave also shall apply to the use under this section.

12.2.1.2 This leave shall not count against the days of personal necessity, shall not accumulate from year-to-year, and shall come from available sick leave.

12.2.2 After all accrued sick leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed one hundred (100) days, provided that the provisions of Section 12.2.4 below are met. The amount deducted for leave purposes from the Teacher's salary shall be equal to differential pay. Differential pay is equal to the Teacher's daily rate of pay minus the amount actually paid a substitute employee employed to fill the position during the leave. If no substitute is employed, the amount that would have been paid to a substitute will be deducted

12.2.3 Unused sick leave shall accrue from school year to school year.

12.2.4 If there is cause to believe that abuse of personal illness or injury leave has occurred, the District may require a written opinion of a certified medical specialist as to the nature and severity of the illness or injury. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the Teacher, may refuse to grant such leave.

12.2.5 A Teacher must report their absence through the District's online substitute system as soon as the need to be absent is known. If possible, the Teacher should report their absence through the District's online substitute system at least three (3) hours prior to the start of the workday to permit the employer time to secure a substitute.

12.2.6 A Teacher who is absent for one-half (1/□) day or less shall have deducted one-half (1/□) day from the accumulated leave and, if the absence exceeds more than one-half (1/□) day, a full day shall be deducted from accumulated leave.

12.2.7 A regular classroom Teacher who is employed for a full summer school session may use one day of accrued sick leave during the summer session. The one day of summer sick leave equals one day of accrued sick leave.

12.3 Personal Necessity Leave

12.3.1 A Teacher may use not more than ten (10) days per year of accumulated personal illness and injury leave for purpose of approved Personal Necessity Leave. A Teacher shall receive full compensation which shall be charged against the Teacher's unused personal illness and injury leave.

12.3.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the Teacher's family; (b) an accident which is unforeseen involving the Teacher's person or property, or the person or property of a Teacher's family; (c) other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period**,** for any form of work stoppage, for matters which can be taken care of outside the work hours, or for recreational activities.

12.3.3 Teachers shall submit a request for Personal Necessity Leave approval on a District-approved form to the immediate supervisor normally not less than three (3) working days prior to the beginning date of the leave. Circumstances may not allow for advance notice. The prior approval required for personal necessity leave shall not apply to the following reasons: (1) death or serious illness of a member of the Teacher's family; (2) accident involving person or property or the person or property of the Teacher's family.

12.3.4 When prior approval is not required, the Teacher shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

12.3.5 A Teacher may be requested to verify in writing that the personal necessity leave was used only for the purposes as set forth in this section.

12.4 Personal Business

12.4.1 Personal Business: Five (5) out of the ten (10) Personal Necessity Leave days under this section may be taken by a Teacher each school year for personal business subject to the following requirements:

12.4.1.1 This leave shall not be used for Association activities, Teacher work slow-down or stoppage

12.4.1.2 The leave shall be taken in half-day or full-day increments.

12.4.1.3 Abuse shall subject the Teacher to appropriate discipline by the District.

12.4.1.4 An employee shall not be required to disclose the specific reason(s) for use of personal business days. The District may require verification in the event it suspects that subsection 12.4.3 has been violated.

12.4.1.5 A Teacher must report their personal business absence through the District's online substitute system as soon as the need to be absent is known. The Teacher shall report their absence through the District's online substitute system at least three (3) hours prior to the start of the workday to permit the employer time to secure a substitute unless there are extenuating circumstances.

12.5 Bereavement Leave

12.5.1 All Teachers shall be entitled to a maximum of five (5) days of paid leave of absence on account of the death of a child, sibling, parent or spouse or significant other.

12.5.2 All Teachers are entitled to a leave of absence with no loss of pay, not to exceed three (3) days, or five (5) days if out-of-state travel or travel in excess of 400 miles one way is required, due to the death of any other member of the family.

Other members of the family are defined as grandmother, grandfather, or grandchild of the Teacher or Teacher's spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any natural or legally adopted relative living in the immediate household of the Teacher.

12.5.3 Expansion of the definition of family may be granted at the sole discretion of the Superintendent or his/her designee.

12.5.4 All days of absence used under the provisions of Bereavement Leave shall result in no loss of compensation or accumulated sick leave to the Teacher.

12.5.5 Bereavement for anyone other than those members of the family identified within the Bereavement Leave section may be taken under the Personal Necessity Section of this agreement.

12.6 Industrial Accident and Illness Leave

12.6.1 For the purpose of this policy the term "duty" refers to all scheduled working days, including legal and Board-declared holidays, on which a Teacher is authorized to receive salary payment.

12.6.2 When a Teacher is absent from duties on account of an industrial accident or illness, the following shall be filed:

12.6.2.1 A Teacher absence form signed by the supervisor and accompanied by a statement from a licensed physician affirming that the industrial injury or illness does exist.

12.6.2.2 Teacher's report of accident form.

12.6.3 The above forms shall be initiated by the Teacher or designee. They shall be submitted within three (3) working days or, in the case of the incapacity of the Teacher, as soon as practical.

12.6.4 The term "qualifying for Worker's Compensation" presupposes that an accident report has been filed according to established District procedure. In the event of rejection of the claim, industrial accident leave shall not apply.

12.6.5 Teachers who are absent from duty because of illness or injury resulting from industrial accident qualifying for worker's compensation are granted Industrial Accident Leave under the following conditions:

12.6.5.1 Industrial Accident Leave applies from the first day of such absence from duty to and including the last day of such absence from duty but not exceeding sixty (60) working days in any one fiscal year for the same industrial accident, provided, however, that upon application the Board may, in its sole discretion, grant additional days leave.

12.6.5.2 The amount of salary paid to such Teacher in any calendar month will be the salary he/she would have received had he/she not suffered the industrial accident or illness.

12.6.6 If the Teacher is still absent from duty as a result of such industrial accident, he/she shall then be entitled to the benefits provided by law and District policy for accrued sick leave, extended sick leave, and advanced sick leave, respectively.

12.6.7 For any days of absence from duty as a result of the same industrial accident where the Teacher receives salary payments under Industrial Accident Leave, the Teacher shall endorse to the District any wage loss benefit check which would make total compensation from both sources exceed 100 percent (100%) of the amount he/she would have received as salary had he/she not suffered the industrial accident or illness. It is the intent of this paragraph that the combination of District compensation and Industrial Accident Benefits shall not exceed 100 percent (100%) of the Teacher's salary.

12.6.8 Days of absence under Industrial Accident Leave shall not be deducted from the Teacher's sick leave accumulations, but the amount of Industrial Accident Leave shall be reduced by one day for each day of such authorized absence from duty regardless of a compensation award.

12.6.9 If an industrial accident absence beginning in one fiscal year extends into the next fiscal year, the Teacher shall be entitled in the new fiscal year for the same accident or illness only to the amount of unused Industrial Accident Leave remaining at the end of the fiscal year in which the industrial accident occurred.

12.6.10 Allowable Industrial Accident Leave shall not be accumulated from year to year.

12.6.11 A Teacher who is eligible for reemployment and has been medically released for return to duties but fails to accept the same or equivalent assignment shall be terminated or may request a personal leave of absence (Section 12.19.1.6).

12.7 Jury Duty and Legal Leave

12.7.1 The Board shall grant leaves of absence to Teachers regularly called for jury duty in the manner provided by law. Teachers serving on jury duty will serve at no loss of pay or other benefits. Per diem fees earned from jury duty on work days will be reimbursed to the District.

12.7.2 If a Teacher serves verified jury duty on a non-work day, the District will pay the Teacher $50 per day for each day served. Per diem fees earned from jury duty on non-work days will be retained by the Teacher.

12.7.3 For any appearance in court or to respond to an official order from another governmental jurisdiction, a Teacher may utilize Personal Necessity Leave. However, if any employment-related court or agency appearance other than through the wrongdoing of the Teacher or as a plaintiff against the Board is required of a Teacher, it shall be made without loss of pay and without charge to any other accrued leave benefits.

12.8 Pregnancy Disability Leave

12.8.1 Teachers are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing but shall be limited to those disabilities as set forth above. The length of such disability leave, typically six to eight weeks, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Teacher and the Teacher's physician; however, the District management may require a verification of the extent of disability through a physical examination of the Teacher by a physician appointed by the District.

12.8.2 When a Teacher has exhausted all current and accumulated sick leave and continues to be absent on account of leave for pregnancy disability, she shall be entitled to differential pay (Section 12.2.3) for the remainder of the typical six to eight week period.

12.8.3 A Teacher returning from leave under this Article on the scheduled end date shall be reinstated immediately to the same or equivalent position held by the Teacher at the commencement of the leave within their school site unless in accordance with Section 9.4. If a Teacher wants to return to work earlier than the scheduled end date, he or she shall be reinstated within two (2) work days of notice of intent to return.

12.9 Parental (Child Bonding) Leave

12.9.1 Effective January 1, 2016, as provided by Education Code section 44977.5, Teachers shall be entitled to parental leave as set forth in this section.

12.9.2 For purposes of this section, “parental leave” means leave for the purpose of bonding with the Teacher’s newborn child, or with the newly placed child in the Teacher’s household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy childbirth, or recovery therefrom.

12.9.3 Teachers shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

12.9.4 When a Teacher with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to differential pay (Section 12.2.2) for the remainder of the 12-week leave.

12.9.5 The Teacher must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.

12.9.6 Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least two (2) weeks' duration; however, the Teacher may take parental leave in increments of less than two (2) weeks on up to two (2) occasions. An employee may request additional occasions of leave lasting less than two (2) weeks.

12.9.7 Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period. (Birthmothers refer to Section 12.8.1.)

12.10 Family Care and Medical Leave

The District shall provide Teachers, upon request, Family Care and Medical Leave in accordance with this Article and the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA).

12.10.1 Eligibility

12.10.1.1 Teachers are eligible for leave under this Article if they have been employed by the District for at least twelve (12) months (which need not be consecutive), and have actually worked 1,250 hours in the twelve (12) months immediately prior to commencing the leave. All full-time Teachers shall be presumed to have worked 1,250 hours.

12.10.1.2 Leave under this Article shall be granted upon request of a Teacher because of:

- A Teacher's serious health condition,
- The serious health condition of the Teacher's parent, spouse, registered domestic partner (CFRA leave only) or child;
- The birth of a child of the Teacher or placement of a child with a Teacher in connection with adoption or foster care of the child by the Teacher, within one year of the birth or placement of the child;
- To care for a covered military servicemember or veteran with a serious injury or illness sustained in the line of duty on active duty if the Teacher is the spouse, child, parent, or designated next of kin of the servicemember (FMLA and limited CFRA leave); or
- Any qualifying exigency (reason) arising out of the fact that the Teacher's spouse, child, or parent is a covered servicemember who is being deployed to a foreign country.

12.10.1.3 When leave is taken for the serious health condition of a Teacher's child the child shall be a minor child or an adult child with a disability ad incapable of self-care. When leave is taken for a child in the military, the child may be an adult.

12.10.1.4 A "serious health condition" is any illness, injury, impairment or physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or the person is incapable of work for at least three (3) consecutive days and is undergoing continuing treatment or supervision by a health care provider. The Teacher may be required to provide certification by a health care provider as specified on the Certification of Health Care Provider form created by the California Fair Employment and Housing Council.

12.10.1.5 A Teacher's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the Teacher's family to any leave benefit under any statute or any employment.

12.10.2 Length of Leave

12.10.2.1 A Teacher may take up to twelve (12) work weeks within any twelve (12) month period commencing on the first date of leave and counting backward [the fiscal year, July 1 through June 30, inclusive]. In order to care for a specified family member injured in the line of active military service, eligible Teachers may take up to twenty-six (26) workweeks of leave in a twelve (12) month period commencing on the first date leave is taken.

12.10.3 Benefits

12.10.3.1 Leave under this Article shall entitle the Teacher to medical, dental, and vision benefits under the same terms and conditions as if the Teacher were working.

12.10.3.2 Leave under this Article shall entitle the Teacher to continued accrual of all "service related" rights of employment, including without limitation seniority, salary advancement, reemployment and participation in optional benefit programs such as early retirement.

12.10.3.3 Eligible Teachers must use available paid leaves concurrently with unpaid family leave under this Article. Nothing herein shall modify the rules for use of such paid leaves. Parental leave taken under Education Code section 44977.5 shall run concurrently with any child bonding leave entitlement under this Article.

12.10.4 Return to Work

12.10.4.1 A Teacher who took leave for his or her own serious health condition may be required to present verification of the ability to return to work.

12.10.4.2 A Teacher returning from leave under this Article on the scheduled date shall be reinstated immediately to the same or equivalent position held by the Teacher at the commencement of the leave within their school site unless in accordance with Section 9.4. If the Teacher wants to return to work earlier than the scheduled end date, he or she shall be reinstated with two (2) work days of notice of intent to return.

12.10.4.3 A Teacher who, while on leave under this Article, gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

12.10.5 Procedures

12.10.5.1 Teachers requesting leave under this Article shall provide reasonable notice of the need for leave. Where the leave is for planned medical treatment or the birth or placement of a child, the Teacher shall provide at least thirty (30) calendar days' notice of leave. Leave under this Article shall commence on the date indicated by the Teacher in the written leave notice provided by the Teacher to the Assistant Superintendent Human Resources. The leave notice shall specify:

- Leave will be taken pursuant to this Article,
- the date the leave commences,
- the anticipated pattern of leave use if the Teacher will not be absent continuously, and
- the anticipated date of return to continuous active service, if known by the Teacher.

12.10.5.2 Leave under this Article shall terminate on the next working day following the date indicated by the Teacher in the written return notice provided by the Teacher to the Assistant Superintendent Human Resources. The written return notice shall specify:

- that the Teacher is on leave pursuant to this Article,
- that the Teacher will return to continuous active service, and
- the date upon which the Teacher will return to continuous active service.

12.10.5.3 If a Teacher on leave under this Article determines to resign or retire without returning to continuous active service, the Teacher shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next work day following the day designated by the Teacher as the last day of employment.

12.10.5.4 If a Teacher does not return at the end of leave under this Article and the failure to return is not for good cause, the Teacher may be required to repay to the District any insurance premiums paid on his or her behalf by the District for any unpaid portion of the leave.

12.11 Long Term Leave Without Pay and Without Benefits for Child Bearing Preparation and Child Rearing

12.11.1 After the short term Family Care and Medical leave ends, Teachers may take leave without pay or other benefits for preparation for child bearing, or placement of a child with a Teacher in connection with adoption or foster care of the child, or for child rearing.

12.11.2 The Teacher shall request such leave as soon as practicable, but under no circumstance less than fifteen (15) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the Teacher wishes to begin and end the leave without pay.

12.11.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the recommendation of the physician and the scheduling and replacement problems of the District.

12.11.4 The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted not to exceed an additional twelve (12) months. Teachers shall be entitled to return to a position comparable to that held at the time the leave commenced.

12.11.5 The Teacher is not entitled to the use of any accrued personal illness or injury leave or other paid leave while such Teacher 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.

12.11.6 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction-in-force purposes, nor shall the time taken on parental leave count toward credit for probationary Teachers in earning permanent status.

12.11.7 A Teacher on leave will have the right to participate, at his/her own expense, and receive benefits from the District's Health and Welfare Benefit Program at the prevailing District rate.

12.11.8 If a Teacher is on leave for child bearing, child rearing, miscarriage, or death of a child, the Teacher may request an immediate assignment to a teaching position. If there is a vacancy for which a Teacher is qualified, the District will assign the Teacher to a position as soon as practicable.

12.12 Sabbatical Leave

12.12.1 Sabbatical leave of absence is a privilege accorded to qualified Teachers and is provided for in the Education Code Sections 44966-44970 as "...a leave of absence for not to exceed one year for the purpose of permitting study or travel by the employee which will benefit the schools and the pupils in the district."

12.12.2 The District provides the following options for Sabbatical Leaves:

12.12.2.1 A Teacher may be granted a one-year leave of absence at 50% of the annual contract salary.

12.12.2.2 A Teacher may be granted a one-half (1/□) year leave of absence at 25% of the annual contract salary.

12.12.3 The following activities will be considered appropriate. They are listed in order of general preference, although the needs of the school system and of the particular Teacher applying for leave will be considered in each case.

12.12.3.1 Formal Graduate Study
A minimum of 20 units of study will be required for full-year leaves and the appropriate fraction will be required for half-year leaves. The study may be in courses for which formal college credit is granted or in courses which are audited.

12.12.3.2 Independent research undertaken in consultation with the District administration

12.12.3.3 Writing of a doctoral thesis

12.12.3.4 Schedule of travel planned in consultation with the Superintendent or designee

12.12.4 Applicant must have rendered service in the District for at least seven (7) consecutive years preceding the request for Sabbatical Leave.

12.12.5 Request Procedure

The Teacher should make written application to the Assistant Superintendent, Human Resources, through the school principal on the form provided. Application must be made on or before January 20 prior to the school year for which the leave is requested. A decision by the Sabbatical Leave Committee shall be rendered by March 1 of the same year and referred to the Board of Trustees for action.

12.12.6 Leaves will not be granted for the purpose of engaging in gainful occupation or for the purpose of studying for a trade or another profession.

12.12.7 Teachers, while on leave, will not be employed to do any work for the school system.

12.12.8 All activities for which leaves are granted must be planned in consultation with the Sabbatical Leave Committee. Any changes in such plans must be approved in advance by the Sabbatical Leave Committee.

12.12.9 It is required that the Teacher render service in the employ of the District equal to twice the period of the leave.

12.12.10 First consideration will be given to those sabbatical leave plans which involve greatest self-improvement and greatest benefit to the District. Consideration will also be given to the following:

12.12.10.1 Applicant's seniority in the District

12.12.10.2 Total length of applicant's professional service

12.12.10.3 Specific purpose of the sabbatical

12.12.10.4 Former Sabbatical Leaves granted applicant in the District

12.12.11 A maximum of 3% of the Teachers may be considered for sabbatical leave at any one time.

12.12.12 Applicants shall submit a plan of study or travel to the Human Resources Department for approval by the Sabbatical Leave Committee, the Superintendent, and the School Board. The Sabbatical Leave Committee shall consist of: Assistant Superintendent, Human Resources, Director, Curriculum and Instruction, three Teachers appointed by the Superintendent, and two principals appointed by the Superintendent.

12.12.13 Reporting Activities

12.12.13.1 College Transcript: When formal college work is taken during the leave, an official transcript will be required.

12.12.13.2 Written Report: Each Teacher returning from leave shall file a written report with the Sabbatical Leave Committee for its approval not later than ninety (90) days after the return to active duty. This report shall include the name of the institution attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with applicant's appraisal of the professional value of the year's activities and the manner in which the knowledge and experience gained may be applied to the benefit of the pupils in the District.

12.12.14 Interruption of the program of study or travel while on Sabbatical Leave caused by serious accident or illness, evidence of which is satisfactory to the Sabbatical Leave Committee, the Superintendent, and the Governing Board, shall not affect the amount of compensation to be paid the Teacher under the terms of the Sabbatical Leave, provided that the Superintendent has been promptly notified of such accident or illness.

12.12.15 In accordance with the Education Code, a Teacher on Sabbatical Leave, who has complied with the provisions under which such leave was granted, shall receive payment of 50% of the annual contract salary for one year Sabbatical Leave, or 25% of annual contract salary for one semester Sabbatical Leave. The salary may be received in one of two ways:

12.12.15.1 In two equal amounts paid annually during the first two years following return from Sabbatical Leave; first installment at the end of the first semester of teaching, the second installment at the end of the third semester.

12.12.15.2 In the same manner as if the Teacher were teaching in the District, upon furnishing by the Teacher of a suitable bond indemnifying the District against loss in the event the Teacher fails to render the required service in the District after the leave expires. If the Teacher fails to return and render the required service because of death or physical or mental disability, the bond shall be exonerated.

12.12.16 Sabbatical leave of absence shall count toward advancement on the salary schedule and retirement. Annuity contributions shall be collected.

12.12.17 Upon return to District employment, the Teacher shall be assigned a position for which he/she has a valid credential.

12.13 Organizational Leave

The Association President or designee shall, upon one day advance notice to the Assistant Superintendent, Human Resources, be granted up to 40 days release time per year to conduct normal Association activities. These activities shall not include any form of work action or work stoppage. The Association shall pay the cost of the substitutes.

12.14 Leave for Service in the West Orange County Consortium for Special Education/Teachers' Center

12.14.1 The Board may grant a one year's leave of absence without compensation or tenure credit to Teachers to serve in the West Orange County Consortium for Special Education. The Board may, in its sole discretion, grant additional leaves of absence on a year-to-year basis. Teachers granted leave for this purpose shall receive one increment for each year of service in the Consortium upon their return to the District.

12.14.2 The Board may grant a one year's leave of absence without compensation or tenure credit to Teachers to serve in the Teachers' Center. The Board may, in its sole discretion, grant additional leaves of absence on a year-to-year basis. Teachers granted leave for this purpose shall receive one increment for each year of service with the Teachers' Center upon their return to the District.

12.15 Catastrophic Leave Bank Approval

12.15.1. Any Teacher wishing to use this Catastrophic Leave Bank shall submit a "Certificated Employee Catastrophic Leave Bank Request for Withdrawal Form. This may also be initiated by the Teacher's supervisor with approval of the employee.

12.15.1.1 The request shall state the maximum number of days being requested by the Teacher.

12.15.1.2 The approval of any request shall be by a committee consisting of the Ocean View Teacher Association President and the Assistant Superintendent of Human Resources or designee.

12.15.1.3 The decision of the committee shall not be subject to the grievance procedure or any other process.

12.15.1.4 Upon approval, a memorandum will be issued by the Assistant Superintendent of Human Resources soliciting contributions to the "Bank" to all eligible certificated employees on behalf of the requesting Teacher.

12.15.2 Maximum Number of Days Used

12.15.2.1 A teacher must request a specific number of days on the "Certificated Employee Catastrophic Leave Bank Request for Withdrawal Form".

12.15.2.2 The maximum number of days allowed to be utilized by one Teacher for a single approved catastrophic illness or accident shall not exceed one hundred thirty (130) days.

12.15.2. 2.1 If the teacher finds that additional days are necessary, the Teacher may file an additional request for consideration by the committee.

12.15.3 The Value of Donated Time

12.18.3.1 Time donated from sick leave shall be credited in daily increments.

12.18.3.2 When a Teacher uses time from the Certificated Catastrophic Leave Bank, pay for that time shall be at the same daily rate of pay the teacher would have received had the teacher worked that day.

12.18.4 Employee Payroll Status

12.15.4.1 Teachers who are granted use of Catastrophic Leave Bank days shall be considered in regular paid status during such use.

12.15.4.2 Any sick days earned while on this leave shall be utilized as earned.

12.18.5 Unused Days

12.15.5.1 Any days that are unused by the Teacher shall remain in the Catastrophic Leave Bank.

12.15.6 Annual Statement of Catastrophic Leave Bank

12.15.6.1 During September of each year, the Assistant Superintendent of Administrative Services shall issue a statement to all Teachers outlining the number of days available in the bank as of September 1, and the number of days used in the previous year.

12.15.6.2 At the end of the first full year of implementation, an evaluation will be presented to the Board by the Assistant Superintendent.

12.16 Military Leave

Leaves of absence for active military service shall be granted without pay under the provisions of Section 44800 of the Education Code of the State of California.

12.17 Legislative Leave

12.17.1 Leaves of absence for Teachers elected to the California State Legislature shall be granted without pay under the provisions of Section 44801 of the Education Code of the State of California.

12.17.2 Teachers elected to higher state office or the United States Senate or House of Representatives shall be granted a Leave of Absence without pay.

12.18 Commission on Professional Competence Leave

Teachers who are selected to serve on the Commission on Professional Competence in accordance with Education Code Section 44944 shall be released from District responsibilities to provide such service as contained in Education Code Section 44944 and 45047.

12.19 Other Leaves

12.19.1 Teachers may be granted leave not in excess of one school year and without compensation, increment, seniority, or tenure credit for the following purposes upon the recommendation of the Superintendent and approval by the Board of Trustees:

12.19.1.1 Personal Health

12.19.1.2 Family Hardship

121.9.1.3 Foreign Teaching

12.19.1.4 Peace Corps

12.19.1.5 Professional Study or Research

12.19.1.6 Personal Leave

12.19.1.7 Professional Growth

12.19.2 Leaves for all purposes under Section 12.19 shall not exceed two (2) consecutive years or up to three (3) consecutive years for Personal Health, Section 12.19.1.1. The Board or its designee may, in its sole discretion, grant one (1) additional year's leave for any of the above reasons.

12.19.2.1 Notification of Intent to Return

Teachers on leave shall notify the District by March 1 of the intent to return or not return. Upon return from leave, a Teacher’s request for assignment will be considered.

ARTICLE XIII

SALARIES

13.1 The Salary Schedule for 2025-26 is set forth in Appendix E-1 and E-2.

13.1.1 Intern Teachers shall be paid at 89.4% of column A, step one, of the salary schedule.

13.1.2 Effective February 1, 2026, increase the 2024-25 Teacher's Salary Schedule by two point five percent (2.5%) as set forth in Appendix E-1.

13.1.3 Effective April 1, 2026, increase the 2025-26 Teacher's Salary Schedule (Appendix E-1) by an additional zero point five percent (0.5%) as set forth in Appendix E-2.

13.1.4 As part of the 2026-27 contract negotiations cycle, Article XIII Salaries remains open for negotiations. In accordance with Section 13.1.3 above, the 2025-26 Teacher's Salary Schedule (Appendix E-2) shall be increased when a new 2026-27 agreement is reached, voted upon, and ratified by the OVTA Unit Members and approved by the OVSD Board of Trustees.

13.2 Salary Schedule Placement Requirements

13.2.1 Years of teaching experience outside the District, not exceeding five years, shall be considered years of teaching in the District. One year of this may be military experience, Peace Corps, VISTA, or national voluntary service experience. The sum of teaching experience under contract is used as the basis for step placement. Fractional parts that remain in the sum may be counted where such fraction constitutes: 75% or more of a whole year for service outside the district; or, in cases of fractions of outside added to fractions of inside experience such fractional part remaining in the total is treated the same as outside experience.

13.2.1.1 Effective July 1, 2018, initial salary schedule placement for Speech and Language Pathologists shall include all public and private years of employment as a Speech and Language Pathologist.

If the District hires retired Teachers, the OVSD and OVTA agree to meet and negotiate the effects.

13.2.2 Units earned for horizontal advancement on the salary schedule refer to those units earned after the granting of the B.A. degree. Units taken before the granting of the B.A. shall be credited toward horizontal advancement provided those units are not counted toward the granting of the B.A. and do apply toward the fifth year credential.

All units are deemed to be semester units. A unit of work is defined as one (1) semester hour of work. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).

The B.A. + 60 including M.A. requirement in column D refers to units earned after the granting of the B.A. degree, and the M.A. + 15 requirement in column D refers to those units earned after the granting of the M.A. degree.

13.2.3 The amount of credit for private school teaching experience will depend on whether or not the individual held a teaching credential.

13.2.4 Teachers who meet the requirements of the contract and who compete the District-specified procedures and timelines may be eligible to advance not more than two (2) columns on the salary schedule in any one (1) fiscal year, if warranted by unit accumulation. It shall be understood that the District shall allow annual column changes to take place twice each year for coursework completed prior to October 1 and February 1 of that year and verified not later than October 10 and February 10, respectively. In cases where the college or university is responsible for missing this deadline, the individual shall meet the deadline by filing an affidavit with the District until the official verification is forthcoming.

13.2.5 A Teacher with an earned Doctorate degree shall receive $1100 over and above placement on the salary schedule.

13.2.6 Effective July 1, 2019, teaching experience outside the Ocean View School District does count toward advancement to Steps 16, 20, and 24 on the Teachers Salary Schedule.

13.3 Step Advancement

13.3.1 Advancement on the salary schedule shall be at a rate of one (1) step for each year of teaching experience rendered to the District.

13.3.2 Effective July 1, 2019, advancement on the salary schedule for a teacher working at least seventy-five percent (75%) of the school year shall be at a rate of one (1) step for each year of teaching experience rendered to the District.

13.3.3 Effective July 1, 2019, advancement on the salary schedule for a teacher working between forty percent (40%) and seventy-four percent (74%) shall be at a rate of one-half (1/2) step for each year of teaching experience rendered to the District. Consequently, it would take a teacher employed at 40% to seventy-four percent (74%), two (2) years to move one step on the salary schedule. These employment contracts do not have to be consecutive.

13.3.4 Effective July 1, 2019, advancement on the salary schedule for a teacher working up to forty percent (40%) shall be at a rate of one-third (1/3) step for each year of teaching experience rendered to the District. Consequently, it would take a teacher employed at thirty percent (30%), three (3) years to move one step on the salary schedule. These employment contracts do not have to be consecutive.

13.4 Compensatory Time

13.4.1 Teachers required and authorized by their principal(s) to work on a day other than the 184 contract days for Permanent and Probationary 2 Status Teachers, or 186 contract days for Probationary 1 and Temporary Status Teachers~~,~~ shall be compensated at the rate of one (1) full day of compensatory time for each full day worked, unless otherwise compensated under Article XIII, Section 13.6.3.1, of this contract.

13.4.2 Records of compensatory time earned and used shall be maintained by the principal. Unless otherwise authorized by the principal, earned compensatory time shall not exceed four (4) days per school year.

13.4.3 Unless otherwise authorized by the principal, earned compensatory time shall be taken in full-day increments and shall be used no later than the end of the school year in which the time was earned.

13.5 Compensation for Summer School

13.5.1 Teachers shall be compensated for Summer School, including Academies, at the Extra Duty Rate of Pay in accordance with Article XIII Salaries, Section 13.7.

13.6 Stipend Positions

13.6.1 No later than September 25, the site administrator shall post the positions and stipends. A minimum of five (5) workdays shall elapse between the posting of the positions and the selection of the applicants.

13.6.2 Stipends appropriated through categorical funding shall be approved in the manner required by the existing categorical regulations.

13.6.3 Duties for which stipends shall be paid are the following extra stipend positions listed in Article 13, Section 13.6.3.1, if they are performed in addition to the regular teaching assignment. With agreement of the Teacher and principal, the stipend may either be taken as additional salary and/or release days at the present daily substitute rate of pay as set forth in the Teacher Stipend Agreement (APPENDIX K). Earned release time shall not exceed five (5) days per school year. Should said agreement be made regarding the scheduling of a release day, the Teacher shall make every effort so that said day is scheduled on a Monday through Thursday a minimum of two (2) weeks in advance.

13.6.3.1 Stipend Positions

<table>
<tr><th>ELEMENTARY SCHOOLS – Preschool-age Special Education – Grade 5</th><th>STIPEND</th></tr>
<tr><td>Overnight Education Coordinator
Maximum of two (2) stipends per site
(One for 4th and one for 5th Grades only)</td><td>$700</td></tr>
<tr><td>Student Council Advisor
One (1) stipend per site, may be shared</td><td>$700</td></tr>
<tr><td>Visual And Performing Arts (VAPA) Coordinator (*Effective July 1, 2024)
Maximum One (1) stipend per site, may be shared
Requires after school events/performances/ practice
Two (2) after school events per year</td><td>$800</td></tr>
<tr><th>MIDDLE SCHOOL</th><th>STIPEND</th></tr>
<tr><td>After School Sports Program (*Effective July 1, 2024)
One stipend per coach, per team, per grade and gender, may be shared
A minimum of four (4) with an option of five (5) sports per Middle School
<table>
<tr><th>Sport</th><th>Grades</th><th># of Practices</th><th># of Events</th><th># of Finals/Tournaments</th></tr>
<tr><td>Cross Country</td><td>6th – 8th</td><td>10 – 12</td><td>2</td><td>Mt. SAC Invitational
Coaches shall earn an additional four (4) hours of Task Force Pay</td></tr>
<tr><td>Volleyball</td><td>7th & 8th</td><td>14 – 15</td><td>3</td><td>1</td></tr>
<tr><td>Basketball</td><td>7th & 8th</td><td>14 – 15</td><td>3</td><td>1</td></tr>
<tr><td>Track & Field</td><td>6th – 8th</td><td>14 – 15</td><td>3</td><td>2</td></tr>
</table></td><td>$1,050
$1,500
$1,500
$1,550</td></tr>
<tr><td>Intramural Coordinator (During lunch and/or recess)
One (1) stipend per Middle School may be shared</td><td>$700</td></tr>
<tr><td>Overnight Education Coordinator
Maximum of two (2) stipends per Middle School (One per 6th and 8th Grades only)</td><td>$800</td></tr>
<tr><td>Student Council Advisor
One (1) stipend per Middle School may be shared</td><td>$900</td></tr>
<tr><td>Tier I - VAPA Coordinator (*Effective July 1, 2024)
Up to two (2) stipends per school, may be shared
Requires after school events/performances/practice
Two (2) events per year</td><td>$1,000</td></tr>
<tr><td>Tier 2 - VAPA Coordinator (*Effective July 1, 2024)
Up to two (2) stipends per school, may be shared
Requires after school events/performances/practice
Three (3) events per year</td><td>$1,500</td></tr>
<tr><td>Tier 3 – VAPA Coordinator (*Effective July 1, 2024)
Up to three (3) stipends per school, may be shared
Requires after school events/performances/practice
Four plus (4+) events per year</td><td>$2,000</td></tr>
<tr><td>Yearbook Advisor
One (1) stipend per Middle School</td><td>$900</td></tr>
</table>

DISTRICT WIDE	STIPEND
Administrative Assistant One (1) stipend per site	**$800**
Innovative/Specialized Program Coordinator GATE, STEAM, AVID, etc. One (1) stipend per elementary site, may be shared Two (2) stipends per middle school site, may be shared	**$700**
Student Study Team Coordinator One (1) stipend per site, may be shared	**$700**
Teachers Assisting VAPA Coordinator(s) *(*Effective July 1, 2025)* Up to five (5) stipends per site, may be shared Stipend cannot be combined with VAPA Coordinator stipend. Requires Teacher to assist VAPA Coordinator(s) with after school events/performances/practices	**$700**
Team Leader Maximum of seven (7) stipends per site *If the school enrollment is more than 500 students, a maximum of eight (8) stipends One (1) or Two (2) per Grade Level or Content Area and Special Education	**$700**
Technology Support Provider One (1) stipend per site, may be shared	**$700**

Effective July 1, 2025

13.6.4 Special Education Teachers

Effective July 1, 2025, Preschool through 8th Grade Special Education Teachers (RSP, SLP, SDC, APE) shall be paid an additional one thousand dollars ($1,000) per year over and above their placement on the Teachers' Salary Schedule, pro-rated for part-time teachers.

13.6.4.1 Effective July 1, 2022, Speech Language Pathologist shall receive an additional stipend of $5,000 per year. This stipend shall be paid monthly.

13.6.4.2 Effective July 1, 2026, in the event a case manager is asked and agrees to cover an Individualized Education Program (IEP) for another case manager, the case manager shall earn three (3) hours at their per diem rate of pay, per IEP for case management. This covers the development of the IEP documents, the management of the IEP team meeting, and the completion of the IEP team meeting process in SEIS.

13.6.5 Elementary School Teachers: Combination Classes

Effective September 1, 2022, TK-5 grade teachers assigned to teach a combination class shall receive a total stipend of $1,000 per year. This stipend shall be paid in the June pay warrant of each year and shall be pro-rated should the combination class be dissolved at any point during the school year. When a teacher is assigned to a combination class and provides evidence that they have invested time preparing for said class and/or teaches a combination class for a minimum of five (5) workdays at the beginning of the school year, the combination teacher shall be eligible for one month of pay.

13.6.6 District Health Services Coordinator

The Nurse who serves as District Health Services Coordinator shall be paid $1320 over and above placement on the Teachers' Salary Schedule.

13.7 Extra Duty Pay

Effective September 1, 2022, teachers who have been approved for extra pay shall receive $50.00 per hour.

13.8 Payment Options

A Teacher receives his/her salary warrant on a ten (10) month basis.

13.9 Salary Verification

The District shall provide a Teacher with verification of earned units, experience, graduate degrees, and current salary placement by December 15 upon request of the Teacher. Such requests shall be in writing and presented by the Teacher at the Human Resources Office by December 1.

13.10 Student Teachers

Supervising Teachers shall receive a stipend equal to the amount remitted by the training institution.

13.11 Home Teaching

Teachers serving as Home Teachers after work hours shall be paid at their per diem rate of pay.

13.12 Middle School After School Sports Program

13.12.1 Annually, effective July 1, 2025, the Middle School Coordinating Council will decide which sports will be available at each middle school. On or before May 31 of each calendar year, the current year sport team coaches from the middle schools will utilize the OVTA election process to vote and elect their two (2) Council members. The results of this election shall be submitted to the Assistant Superintendent of Educational Services and the OVTA President no later than May 31 of each calendar year.

Each school year, a minimum of four (4) sports shall be accessible to all students at each middle school, with a potential fifth sport recommended by the Middle School Coordinating Council and subject to mutual agreement between the Association and the District. All sports programs shall ensure gender equity.

The elected Middle School Sports Coordinators will develop the district-wide sports calendar in August before the upcoming school year and finalize it one week prior to the first school day. Their responsibilities also include establishing and updating a central digital database of each school's practice schedules. They will attend quarterly meetings with district personnel to discuss program updates and needs, as well as manage supply and equipment orders with the appropriate district staff.

Quarterly, each Sports Coordinator shall be responsible for tracking and submitting their hours for approval to the Director of Teaching and Learning (or their designee). Approved hours shall be compensated at the task force rate of pay.

13.13 Mileage Allowance

Those Teachers who are authorized to receive a mileage allowance shall be paid at the currently approved I.R.S. rate.

13.14 Release Time

Release time is defined as a regular workday during which a Teacher is released from his/her normal teaching duties. Release time must be used to perform school related duties.

ARTICLE XIV

HEALTH AND WELFARE BENEFIT PROGRAM

14.1 Health and Welfare Benefits

14.1.1 Effective July 1, 2025, the District shall contribute the following amounts for each full-time Unit Member towards medical, dental, vision, income protection, and life insurance:

Employee Only	$11,800
Employee plus 1	$17,550
Employee plus family	$21,850

Part-time Unit Members shall receive a proportionate amount in accordance with the following formula:

$$\frac{\text{No. Hrs. Service per Week}}{30} \times \text{Health and Welfare Benefit Package} = \text{District Contribution}$$

14.1.1.1 Part-time Teachers may elect to participate in the health and welfare benefit program to the extent that the cost of their coverage(s) is paid for by the District's contribution. Part-time Teachers shall not be required to take health insurance coverage(s), which would require them to authorize a payroll deduction for payment of the selected coverage(s).

14.1.1.2 A Full and/or Part-time Unit Member, whose spouse is also an Ocean View School District employee, may choose to enroll in the same health plan and combine their District contributions. In order to coordinate medical benefits when a member and spouse/domestic partner are both employees of the District, and members of the same plan, one employee will be allocated the contribution of the "Employee Only" rate and one will be allocated the contribution of the "Two Party or Family" rate as applicable.

14.1.1.3 As part of the 2026-27 contract negotiations cycle, Article XIV Health and Welfare Benefit Program remains open for negotiations. In accordance with Section 14.1.1 above, the 2025-26 District contribution toward each Unit Members health and welfare benefits shall be aligned when a new 2026-27 agreement is reached, voted upon, and ratified by the OVTA Unit Members and approved by the OVSD Board of Trustees.

14.1.2 A unit member may elect to opt out of the health and welfare benefits program provided by the District if allowed by the contracted administrator for medical insurance program approved through the District. Any unit member who chooses to opt out must provide annual OVTA/OVSD Agreement proof of alternative health insurance coverage during open enrollment by completing the District's approved waiver form, which is guided by the contracted administrator for medical insurance program.

14.1.2.1 If a unit member, who opts out of the health and welfare benefits program, loses eligibility for their existing health insurance program due to a change in marital or employment status or other qualifying event, the unit member shall have the opportunity to opt in at any time under the terms of the District plan. It shall be the unit member's responsibility to provide written notice to the District. This language does not prohibit a unit member from opting in during the regular open enrollment period.

When a Teacher selects a health and welfare benefit package, and the Teacher's selection exceeds the District's contribution toward the employee's health and welfare benefit package in accordance with Section 14.1.1, the additional cost to the employee shall be an automatic payroll deduction.

14.1.3 In the absence of a successor agreement by September 1, the District shall provide an open enrollment period during October (coverage to be effective January 1) for all unit members and shall automatically implement unit members payroll deductions for unit members whose benefit selections exceed the district contributions provided in section 14.1.1 for full-time unit members and amounts in excess of the Article XIV, Section 14.1.1, part-time fringe benefit formula in the collective bargaining agreement for eligible part-time unit members.

14.1.4 Teachers on leave of absence, Teachers retiring through STRS, and disabled Teachers shall have the right to participate, at their own expense, and receive benefits from the District's health and welfare benefit program at the prevailing District rate. If, at any time, the Teacher on leave of absence, the Teacher retiring through STRS, the disabled Teacher, or their dependent decline participation in any District sponsored health insurance program, neither the Teacher on leave of absence, the Teacher retiring through STRS, the disabled Teacher, nor their dependent may rejoin the plan until such time as the Teacher returns to active Ocean View teaching service.

14.1.5 The District will provide a health and welfare benefit program to eligible unit members. Each unit member must participate in life insurance (required). Each unit member, however, may choose to enroll in dental, vision, and income protection. The health and welfare plans will include the following provisions:

14.1.5.1 Fee for Service Plan: A mutually acceptable provider and plan including employee, employee + one dependent, and family rates.

14.1.5.2 H.M.O. Plans: A mutually acceptable healthcare provider each including employee, employee + one dependent, and family rates.

14.1.5.3 Dental Program: Through a mutually acceptable dental provider.

14.1.5.4 A mutually acceptable carrier and plan for the following coverages:

- Vision
- Income Protection
- Life Insurance
- Accidental Death and Dismemberment

14.1.5.5 Insurance Committee shall meet to request possible quotes for bargaining based on trends when it is financially prudent to do so.

14.1.5.6 Tax Sheltered Annuities: Continuation of existing procedure for Tax Sheltered Annuities Program as provided by law.

14.1.5.7 Physical and Psychological Examinations:

- Required tuberculosis tests shall be provided at District expense at a place designated by the District.

- Psychological and physical exams required by the District and performed by a District-designated psychologist or physician shall be paid for by the District.

14.1.6 The District Health and Welfare Insurance Committee will reconvene to consider other health plan providers to improve the value of insurance dollars including quotes from all requested vendors. Committee will include OVSD employees (certificated, classified, confidential, management) of all benefitted levels (one-party, two-party, family) and the healthcare providers mutually agreed to by the Association and the District. Committee shall establish a meeting schedule to review Health and Welfare benefits and make recommendations to each bargaining unit.

14.2 Employee Assistance Program

14.2.1 The District will provide, through an outside contractor at no cost to Teachers, an employee assistance program (EAP) for all Teachers.

14.2.2 Should the EAP contractor fail to comply with the terms and conditions of its contract with the District, or should the District desire to change contractors, the District and the Association agree to meet and negotiate the impact of such changes.

14.2.3 Should the EAP contractor fail to maintain the level of liability insurance agreed to in its contract with the District, the District may immediately cancel the contract, providing that the District shall notify the Association within 24 hours of such cancellation. Subsequently, the District and the Association shall meet and negotiate the impact of such cancellation.

14.3 Section 125 Plan

The District shall make available to Teachers an Internal Revenue Code Section 125 plan.

14.4 Retirement Gap Insurance Incentive Program

14.4.1 The District will make a contribution of 100% of the cost of the least expensive medical ("employee only") plan among the District-sponsored Group Medical Insurance programs for eligible unit members who retire voluntarily, or as a result of disability (STRS Retirement) between the age of 55 and 65, on or after July 1, 2000.

14.4.1.1 The maximum benefit period shall not exceed ten years and will cease at the end of the month in which the retiree's 65th birthday occurs or upon eligibility for Medicare, whichever comes first.

14.4.1.2 Employees who have ten (10) or more years of in-district teaching experience, full or part-time, and retire from the District shall qualify for retirement benefits. Full time employees will be entitled to full time benefits. Part-time employees will be eligible for pro-rated retirement benefits.

14.4.1.3 Any difference required for payment of Group Medical Insurance and other Health and Welfare Benefits premiums, as a result of selections by the employee, must be paid by the employee.

14.4.1.4 The District, at its sole option and discretion, will prescribe the time and procedures for remitting the employee's premium contribution.

14.4.1.5 The benefit provided hereunder is limited to the "employee only" coverage. A participant in the Program under this article may purchase the same coverage for his or her eligible dependents by paying the full cost of the applicable premium rate for annual premiums designated for such dependents.

14.4.1.6 All benefits described in this article cease with the death of the employee.

14.4.1.7 If the retiree accepts other employment which provides Health and Welfare Benefits, or is covered by or eligible for coverage by a plan through his or her spouse's active employment, then he or she is not eligible to participate in this program.

14.4.1.8 The benefits hereunder will continue, subject to the same terms and conditions, for eligible retirees who retired during the term of this agreement in accordance with Article XXVII Term and Calendar Section 27.

ARTICLE XV

MENTOR TEACHER PROGRAM

15.1 Mentor Teacher Study Committee

15.1.1 A Mentor Teacher Study Committee will be established to define the role of the Mentor Teacher in the District. The Committee will be composed of five (5) members appointed by the District and five (5) members appointed by the Association. The Mentor Teacher Study Committee will meet with Teachers released from their classroom duties. Teachers who are currently serving as Mentor Teachers shall not be eligible to serve on the Mentor Teacher Study Committee. Teacher members of the Study Committee shall not be eligible to serve as Mentor Teachers while serving on the Study Committee or for two (2) years after they cease service on the Study Committee.

15.1.2 The role of the Mentor Teacher shall be considered in light of S.B. 813 and the curriculum and staff development needs of the District.

15.1.3 At least annually, a review of District needs shall be conducted by the Mentor Teacher Study Committee. The Committee may make recommendations regarding additional areas of focus to be addressed by Mentor Teachers. Meetings of the Mentor Teacher Study Committee shall be called by the Superintendent/designee.

15.1.4 The members of the Mentor Teacher Study Committee shall serve staggered three (3) year terms. The Teacher members of the Mentor Teacher Study Committee shall not be eligible to serve as Mentor Teachers while serving on the Committee or for two (2) years after serving on the Committee.

15.2 Mentor Teacher Selection Committee

15.2.1 Mentor Teachers will be chosen by a Selection Committee composed of six (6) Teachers and five (5) administrators. The Teacher representatives shall constitute a majority of the Committee when any vote is taken. All actions of the Committee shall be by majority vote.

15.2.2 Teacher members of the Selection Committee shall be chosen by secret ballot selection conducted among all probationary and permanent status Teachers serving in the District. All permanent and probationary Teachers shall be notified of the opportunity to serve on the Selection Committee and will notify the Association in writing in order to be placed on the ballot. The election by all probationary and permanent status Teachers will be held with the top six (6) candidates being elected to serve on the Committee.

15.2.3 School administrator committee members shall be chosen by school administrators who have been designated for this role by the Superintendent or designee. All designated administrators shall be notified of the opportunity to serve on the Selection Committee and shall notify the District in writing of their desire to participate. Five (5) members shall be chosen by other certificated school administrators to serve on the Selection Committee.

15.2.4 Term of Office: The term of office shall be three (3) years, commencing on October 1 and ending on September 30. No member shall serve more than two (2) consecutive three (3) year terms.

15.2.5 Teacher members of the Selection Committee shall not be eligible to serve as Mentor Teachers while serving on the Committee or for two (2) years after they cease service on the Committee.

15.2.6 The Committee shall meet during the regular work hours of Committee members whenever possible. Committee meetings shall be scheduled by a majority vote. In the event that the Committee must meet on days other than those required by the Teacher contract, Teacher members of the Committee shall be provided compensatory release time. The Committee must obtain approval from the Superintendent or designee to meet on days other than regular work days. Compensatory release time on days requested by the Teacher shall be subject to approval by the Superintendent/designee in advance.

15.2.7 All release time expenses of the Mentor Teacher Program will be paid from the State allocation for administrative costs as provided by law.

15.2.8 The Selection Committee shall establish written procedures to assure candidates that the selection process shall be conducted in a confidential and consistent manner for all candidates.

15.3 Selection of Mentor Candidates

15.3.1 The Selection Committee shall establish an application and interview procedure. No information secured during the selection process shall be utilized in any manner in connection with the applicant's certificated evaluation.

15.3.2 The Selection Committee shall screen candidates on the basis of specified, equably applied criteria which shall include:

15.3.2.1 Any full-time Teacher who meets the following qualifications is eligible to seek classification as a Mentor Teacher:

15.3.2.1.1 Holds a valid California Teacher credential

15.3.2.1.2 Has achieved permanent status in the District

15.3.2.1.3 Has substantial recent classroom teaching experience

15.3.2.1.4 For purposes of this Article, a Teacher is defined as any full-time Teacher who spends no less than 100% of his/her time in the direct instruction of students.

15.3.2.2 Written application for participation in the Mentor Teacher Program shall be submitted to the Selection Committee prior to a reasonable deadline established by the Selection Committee.

15.3.2.3 The applicant shall include personnel information relating to teaching experience and performance and shall give written permission to the Selection Committee to verify such information. At no time will the Committee have direct access to personnel files.

15.3.2.4 Evidence of leadership potential and the potential for successful participation in staff development or curriculum development activities as a presenter or planner.

15.3.2.5 Evidence of strong communication skills.

15.3.2.6 Willingness to work on days other than those required by the Teacher contract and willingness to serve on task forces which relate to their designated Mentor Teacher area.

15.3.2.7 Willingness to perform Mentor Teacher duties at any school in the District.

15.3.2.8 Applicant's length of service and academic preparation.

15.3.2.9 Classroom observations by Teacher and administrator Committee members.

15.3.2.10 Demonstrated knowledge of subject matter as it relates to the Mentor Teacher task.

15.3.2.11 Other appropriate considerations known in advance by the applicants.

15.3.3 The Selection Committee shall submit its recommendations to the Board of Trustees. For each Mentorship recommended, the Selection Committee shall recommend a term of up to two (2) years.

15.4 Mentor Teachers

15.4.1 Number of Mentor Teacher Positions

15.4.1.1 The District will create as many positions as allowed under the provisions of SB 813.

15.4.1.2 The Board reserves the right of final appointment of all Mentor Teachers from the recommendations of the Selection Committee.

15.4.2 Term of Office

15.4.2.1 A mentor Teacher may be appointed for up to two (2) consecutive years, but shall not serve more than four (4) consecutive years. A year shall consist of twelve (12) consecutive months from the date of appointment by the Board of Trustees.

15.4.2.2 A former mentor Teacher may reapply two (2) years after he/she ceases serving as a mentor Teacher.

15.4.2.3 The District shall not be required to continue the Mentor Teacher Program if State funding is withdrawn, and there shall be no cost to the General Fund as a result of this program.

15.5 Duties and Responsibilities

15.5.1 The job description written by the Mentor Teacher Study Committee for each Mentor Teacher shall be consistent with District needs for staff and curriculum development as identified by the District and the Mentor Teacher Study Committee.

15.5.1.1 Persons designated as Mentor Teachers pursuant to this Article shall be assigned duties and responsibilities in accordance with the following:

15.5.1.1.1 The primary function of a Mentor Teacher shall be to provide assistance and guidance to new Teachers. A Mentor Teacher may also provide assistance and guidance to more experienced Teachers.

15.5.1.1.2 Mentor Teachers may provide staff development for Teachers and may develop special curriculum.

15.5.1.1.3 A Mentor Teacher shall not participate in the evaluation of Teachers.

15.5.1.2 No administrative or pupil personnel services credential shall be required of any Mentor Teacher. Each Mentor Teacher shall spend on the average, not less than 60% of the time in the direct instruction of pupils.

15.5.2 Mentor Teachers shall be subject to the same duties, responsibilities, rights, and privileges enjoyed by other Teachers.

15.5.3 A Mentor Teacher shall not be required to utilize regular preparation periods in the performance of Mentor Teacher duties.

15.6 Duration of Mentor Teacher Designation

The duration of a designation as Mentor Teacher shall normally be for a period of two (2) consecutive years. One year designations are an alternative for specific positions. A year shall consist of twelve (12) consecutive calendar months from the date of appointment. The Selection Committee may recommend to the Board of Trustees the reappointment of a Mentor Teacher.

15.7 Hours and Service

15.7.1 It is understood and agreed that, with the exception of release time as provided elsewhere in this agreement, the duties and responsibilities of a Mentor Teacher shall normally be performed at times other than the regular days and hours required as a classroom Teacher. The Mentor Teacher and the evaluator shall mutually agree to specific additional days, not to exceed twenty (20), for performance of these duties.

15.7.2 Mentor Teachers may be released up to fifteen (15) days during the school year.

15.8 Remuneration

15.8.1 A Mentor Teacher shall receive in addition to the regular annual salary, and all other benefits provided by this contract, an annual stipend in the amount allocated by the State for each qualified Mentor Teacher. The annual stipend shall be reduced in a pro-rata fashion for services of less than an academic year.

15.8.2 In addition to release time provided, the Mentor Teacher may use, subject to approval by the Superintendent or designee, any or all of the stipend to purchase additional release time for purposes of professional growth. Such release time shall be purchased at the regular substitute rate of the District.

15.8.3 A regular substitute will be provided for Mentor Teachers for release time of one half day or more. No classroom Teacher shall be required to perform substitute teaching duties for a Mentor Teacher.

15.8.4 Mentor Teachers shall be considered as one full-time equivalent and shall be assigned students consistent with current school procedures.

15.8.5 The Mentor Teacher has the option to receive the annual stipend on a ten (10) month or twelve (12) month basis.

15.9 Evaluation

15.9.1 A Mentor shall submit goals for evaluation to the designated supervisor no later than October 10 of each year served.

15.9.2 Evaluation of a Mentor Teacher's performance shall be conducted on an at least annual basis separate from evaluation as a Teacher, as provided elsewhere in this contract.

15.9.3 Continuation as a Mentor Teacher shall be contingent upon a successful annual evaluation, as determined by the supervisor.

15.9.4 Mentor Teachers shall be evaluated relative to their Mentor Teacher duties using an Ocean View School District Mentor Teacher Evaluation form (Appendix D). The evaluator(s) for Mentor Teachers shall be the Superintendent or his/her designee. The evaluation form may be changed by the District during the term of this agreement after meeting and negotiating with the Association pursuant to Government Code Section 3543.2.

ARTICLE XVI

TEACHER DISCIPLINE

The philosophy of the District is to promote continued professional behavior of all staff as per the Code of Ethics for Teachers (Title 5, CCR). It is the practice of the District to utilize progressive disciplinary procedures when a pattern of unprofessional conduct exists. It is expected that all steps of the Teacher Discipline procedures shall be kept confidential.

The District may suspend a Teacher without pay for up to fifteen (15) work days per school year for cause substantiated by a pattern of unprofessional conduct.

16.1 School Level

Except when the conduct warrants otherwise as determined by the Superintendent, the District shall utilize a progressive disciplinary procedure which includes the following:

16.1.1 STEP 1 - Verbal Warning(s) to Teacher.

16.1.2 STEP 2 - Conference with written memorandum of summary of unprofessional conduct with a copy to the Assistant Superintendent, Human Resources.

16.1.3 STEP 3 - Reprimand in written form with the Teacher having the right to respond in writing and have such response attached to the original reprimand. This reprimand shall be placed in the Teacher's Personnel File.

16.2 District Level

After using the above procedures, the site administrator may recommend to the Assistant Superintendent, Human Resources, suspension of the Teacher without pay based on documentation that the unprofessional conduct continues. Documentation more than two (2) years old may not be included in the implementation of this Article.

Except as provided in Article 16.3, prior written notice of suspension without pay shall be provided the Teacher and shall contain a statement of the nature of and reason for the disciplinary action, effective date of imposition, right to review documentation upon which charges are based, and procedures for administrative appeal.

16.3 Suspension without pay shall be deferred pending exhaustion of the administrative appeal set forth in Article 16.4, except where the Teacher's conduct may constitute a hazard or a clear possibility of a hazard to students, employees, property, or involves dishonesty or gross misconduct, in which case said discipline may be imposed immediately, by the Assistant Superintendent, Human Resources, with written notice provided the Teacher within five (5) calendar days after the suspension.

16.4 Any Teacher suspended under this Article may appeal the decision of the Assistant Superintendent, Human Resources in accordance with Article III, Grievance Procedure, commencing with Level III, provided the Teacher files the appeal within five (5) work days of receipt of the written notice.

16.5 Nothing herein shall preclude or affect the District's right to discharge a Teacher pursuant to the Education Code or other law, District rules or regulations, Board policy, or other provisions of this Agreement.

ARTICLE XVII

CITIZEN COMPLAINT PROCEDURE

17.1 The Board of Education places trust in its Teachers and desires to support their actions in such manner that Teachers are free from unwarranted or spiteful complaints.

17.2 Complaints against Teachers submitted by members of the public to the principal, district administrator, or school board member shall be processed as follows:

17.2.1 Notice of a serious complaint shall be conveyed to the involved Teacher by the immediate supervisor within ten (10) working days following receipt.

17.2.2 The immediate supervisor shall attempt to informally resolve the complaint between the involved Teacher and complainant.

17.2.3 In the absence of informal resolution, the parent or designee shall be requested to reduce to writing their complaint and a copy will be provided to the Teacher by the immediate supervisor. The immediate supervisor, within five (5) working days, shall formally investigate this written complaint and shall render a written response to the citizen and the teacher. If the immediate supervisor determines that the complaint is substantiated, then the complaint, along with the supervisor's response, shall be provided to the Teacher within ten (10) working days. The Teacher shall have a right to respond. The response shall be attached.

17.2.4 Complainants may appeal an immediate supervisor's written response in accordance with Board regulations (AR 4200a). The involved Teacher shall be entitled to Association representation at any of the appeal levels.

17.2.5 The complainant or the involved Teacher may request review of the immediate supervisor's assessment and possible resolutions of the complaint by the Superintendent or the designee. The Superintendent/designee may respond based on a review of the existing record or, at his/her discretion, request additional evidence. Such additional evidence may include scheduling a meeting with the complainant and the involved Teacher for the purpose of obtaining supplemental facts and clarifying issues. The Superintendent's decision shall be final, unless the Board, at its sole discretion, selects designees to review the complaint.

17.2.6 Finally, the Board may review any citizen complaint in closed session. The decision of the Governing Board, upon review of the complaint, shall be final.

ARTICLE XVIII

PROBATIONARY/TEMPORARY/NON-TENURED CATEGORICAL/INTERN TEACHER ASSISTANCE AND TRAINING

18.1 Each probationary/temporary/non-tenured categorical/intern Teacher assigned to a school within the District shall be given an opportunity to increase his/her competency as a Teacher through staff development programs, performance assessment, and/or in-service training.

18.2 Staff Development

18.2.1 Staff development programs shall be made available to probationary/temporary/non-tenured categorical/intern Teachers through staff involvement in organized program planning and activities to provide an opportunity to increase classroom performance and instruction.

18.2.2 Probationary/temporary/non-tenured categorical/intern Teachers shall be provided opportunities for attendance at in-service training in one or more of the following:

18.2.2.1 Techniques of effective instruction

18.2.2.2 Concepts of learning theory

18.2.2.3 Day-to-day operations of their schools and the District

18.2.2.4 Curricular content for their assigned grades

18.3 Performance Assessment and Inservice Training

Each probationary/temporary/non-tenured categorical/intern Teacher shall be evaluated on a continuing basis, at least once each year, in accordance with Article XI of this Agreement.

ARTICLE XIX

SAFETY CONDITIONS

19.1 A Teacher shall notify the immediate supervisor in writing, on forms provided by the District, concerning an unsafe condition which directly affects his/her physical welfare and which relates to the maintenance of the buildings or grounds at the assigned location. The immediate supervisor, or designee, shall investigate said unsafe condition within 48 hours and notify the Teacher of the results of the investigation and corrective action taken, if any, within a reasonable period of time. The Teacher's written notice to the immediate supervisor shall relieve the Teacher of further responsibility in the correction of the specific unsafe condition.

19.2 The District will provide on-going inspections of each school site to determine the safety conditions of the building and surrounding grounds. Reports as a result of these inspections will be filed with the District. The site Work Order Report will be available for staff review. A copy of the Air Filter Change Schedule and Completion Reports will be sent to the Ocean View Teachers Association President.

19.3 Before the beginning of the school year, principals will review the School Safety Plan, including notification of potentially violent students, with Teachers.

19.4 Any abuse of Teachers, assault or battery upon Teachers or any threat of force or violence directed toward Teachers at any time or place which is related to school activity or school attendance shall be reported by Teachers to the immediate supervisor. The District shall take appropriate action, as provided in Education Code Section 44014. The District shall take appropriate action as provided in the Education Code whenever a Teacher, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons.

19.5 Teachers may not be required to return to a building evacuated due to a bomb threat until the building has received clearance by the principal or designee.

19.6 Effective July 1, 2026, to ensure the safety and well-being of Unit Members during district identified emergencies, all Unit Members shall utilize the District-identified digital system to sign in and sign out. This system shall serve to assist the Site Administrator(s) and first responders in locating Unit Members during such emergencies. This system shall be accessible from District-issued devices or designated on-site kiosks. In the event of a system failure, alternate paper-based procedures will be implemented to ensure continuity of emergency protocols. Training and access information will be provided to all staff annually.

ARTICLE XX

SHARED CONTRACT PROVISIONS

20.1 The Shared Contract Program is a plan whereby two (2) Teachers share the full responsibilities and the contract of employment of one (1) identifiable full-time position. (See Appendix B)

20.2 Participants must be permanent Teachers willing to provide a written commitment to serve a minimum of one (1) year in the shared position. Second-year probationary Teachers may be considered if their first year of performance has been satisfactory.

20.2.1 Temporary or Probationary unit members who have been employed by the District for a minimum of two years and receive a satisfactory evaluation, shall be qualified to apply for job share vacancies.

20.3 Teachers shall submit a Shared Contract Agreement Form to the principal indicating the names of the participants, positions affected, departments affected, the proposed sharing schedule, and the potential benefit to the District. Mutual agreement between the two (2) Teachers, the immediate supervisor, and the Assistant Superintendent, Human Resources, is required before the plan can be implemented.

20.4 Shared contracts shall be written for one (1) year only. Both parties in a shared contract shall agree to the contract each year for one (1) full year to maintain the contract.

20.5 Salary will be a prorated share of the salary a Teacher would have earned if the Teacher had not elected to exercise the option of part-time employment. Contributions to the appropriate retirement system will be based upon the prorated salary actually earned by the participants.

20.6 Teachers approved for a shared contract must request a leave of absence for the portion of their contract that equates to the percent needed to complete their full time contracts. The two year leave maximum does not apply to shared contracts.

20.7 Each Teacher sharing a contract will receive District-paid benefits.

20.7.1 Part-time Teachers shall receive a proportionate amount of Health and Welfare benefits in accordance with the following formula:

$$\frac{\text{No. Hrs. Service per Wk.}}{30} \times \frac{\text{Health and Welfare}}{\text{Benefit Package}} = \text{District Contribution}$$

20.7.1.1 Part-time Teachers must participate in the health and welfare benefit program to the extent that the cost of their coverage(s) is paid for by the District's contribution. Part-time Teachers shall not be required to take health insurance coverage(s) which would require them to authorize a payroll deduction for payment of the selected coverage(s).

20.7.1.2 After Teachers have selected all required insurance coverage, any money remaining after the District has paid all insurance premiums for Teachers shall be placed in a pool and held by the District and applied toward the cost of Teachers' health benefits.

The Teacher will be charged for the remaining percentage through payroll deduction.

20.8 Both Teachers in a shared contract will participate in all professional responsibilities such as, but not limited to, the following:

20.8.1 Certificated

20.8.1.1 Parent/faculty meetings and activities

20.8.1.2 Open House, Back-to-School Night

20.8.1.3 Share supervision of students at school-sponsored or approved activities such as field trips, athletic events, and student body activities

20.8.1.4 Extended professional meetings

20.8.1.5 Parent/Teacher conferencing

20.8.1.6 Report card preparation

20.8.1.7 School Based Planning days (unless excused by principal)

20.9 If a Teacher on shared contract is absent, the other party may substitute for him/her in a regular substitute status at the regular substitute rate. This will require that the Teacher be signed up as a substitute in advance. It does not necessitate that either party agree to substitute at any other time; however, they may do so if their schedule permits. Teachers may trade days with the permission of their principal but still have responsibility for keeping track of their own records.

20.10 A contract-sharing situation can be terminated by the District upon showing that the termination is in the best interest of the District. The contract-sharing participants affected shall be given a written statement of the reasons for the termination. Upon termination of the contract-sharing arrangement by the District, the contract-sharing participants affected shall revert to the employment status held prior to such contract sharing.

20.11 If one of the participants in the Shared Contract Program should resign, change leave status, or return to full-time employment, the position being vacated shall be filled by the remaining participant if he/she so requests to go full time for the remainder of that school year.

20.12 At the completion of the contract-sharing assignment, a request to be reinstated as a full-time Teacher will be handled as a Voluntary Teacher Initiated Transfer, as provided in Article IX, Section 9.5. A request to return to the most appropriate opening available will also be honored.

20.13 Revision or termination of the Shared Contract Program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.

ARTICLE XXI

PERSONNEL FILES

21.1 The Teacher's Personnel Files shall be maintained in the District Human Resources Office. Personnel Files are all files that are kept at the District Human Resources Office including, but not limited to, paper files and electronic data files.

21.2 In accordance with Section 44031 of the Education Code, materials in a Teacher's personnel file which may serve as a basis for affecting the status of his/her employment are to be made available for inspection by the Teacher involved, at a time when such person is not actually required to render service to the District.

21.3 Documents of a derogatory nature shall not be filed for ten (10) working days in order to provide the Teacher with notice and an opportunity to review the material and comment thereon. The Teacher's response shall be permanently attached to the original document. Such review of this material shall take place during normal business hours, and the Teacher shall be released from duty for this purpose without salary reduction. Whenever possible, released time for this inspection should be provided during non-instructional time. Any person may enter into his/her file a comment on any material therein with no time limitation.

21.3.1 Copies of all derogatory materials must be included in the Teacher's file before they can be used in any disciplinary action against the Teacher.

21.3.2 Derogatory materials received by the administration, not covered by Article XVII, Citizen Complaints, which might be placed in the Teacher's Personnel File, shall not be placed in the file until after an investigation has been conducted. If such material is to be placed in a Teacher's Personnel File, it shall be done within a reasonable period of time after the investigation has been conducted.

21.3.2.1 Any such derogatory material which is determined to be erroneous by the administration shall not be placed in the personnel file.

21.4 Teachers shall have the right to authorize, in writing, a representative to examine their personnel files and obtain copies of items with the file. The District may assess a charge of five cents (5) per page.

21.5 Derogatory materials placed in a Teacher's Personnel File shall be signed and dated by the supervisor responsible for its origination.

21.6 Access to personnel files shall be limited to District management representatives and Human Resource office employees on a need-to-know basis as determined by the Assistant Superintendent, Human Resources. The contents of all personnel files shall be kept confidential.

21.7 The Human Resources Office shall maintain a log indicating the person(s)who have checked out a personnel file and the date(s) such requests were made. Such logs shall be available for examination by the Teacher or Association representative if so authorized in writing by the affected Teacher. This provision shall not be applicable to Human Resources Office employees who access personnel files during the normal course of their duties or the Teacher's immediate supervisor.

21.8 Good personnel practice dictates that notice of a serious concern shall be conveyed to the involved Teacher by the immediate supervisor within a reasonable period of time.

ARTICLE XXII

PERSONAL AND ACADEMIC FREEDOM

22.1 It is the policy of the District that all instruction shall be accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect the Teachers from any censorship or restraint which might interfere with the Teacher's obligation to pursue truth in performance of their teaching functions. Accordingly:

22.1.1 A Teacher shall have reasonable freedom in the classroom presentations and discussions and introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

22.1.2 In performing teaching functions, Teachers shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner. A Teacher, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.

22.2 Teachers must be employed, promoted, or retained without discrimination or harassment regarding their personal opinions (subject to 22.1.2) or their scholarly, literary or artistic endeavors.

22.3 The personal life of a Teacher is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the Teacher from performing his/her duties and/or constitutes a relevant legal basis for disciplinary action.

22.4 A Teacher shall be entitled full rights of citizenship, and no religious or political activities, or lack thereof, of any Teacher shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

ARTICLE XXIII

FULL INCLUSION AND MAINSTREAM

23.1 Full Inclusion and/or Mainstream Students

23.1.1 Full Inclusion exists when students with an Individualized Education Program (IEP), who have identified severe disabilities, are enrolled in age/grade appropriate general education classes.

23.1.2 Mainstream exists when students with an Individualized Education Program (IEP), who are served primarily in a self-contained setting, are included in age/grade appropriate general education classes as determined by the IEP team.

23.1.3 A mainstream student shall be counted in a general education Teacher's class size when the student spends 50% or more of the instructional day in the general education Teacher's classroom on a daily basis.

23.2 IEP Team

Any site impacted by full inclusion and/or mainstreamed students shall organize an IEP team which will include the Teacher, members referenced in the IEP, and the site administrator. The purpose of this team is to coordinate, support, and evaluate the implementation of the program. The IEP Team, through the IEP process, shall determine the program for the full inclusion and/or mainstreamed student.

23.3 Staff Development/Preparation Time

23.3.1 Teachers impacted by full inclusion shall be provided specialized training/preparation time necessary for successful implementation.

23.3.2 The Teacher(s), principal, and IEP team members shall collaborate to determine appropriate support(s) and accommodations to assist the general education teacher and student.

23.3.3 General education Teachers shall be provided reasonable notice of the placement of an identified full inclusion or mainstream student as defined in section 24.1 and 24.2

23.4 The determination of the size of the classes with fully included students shall take into consideration any extraordinary demands on physical space, Teacher contact time, and/or Teacher supervision.

23.5 Voluntary Assignment

23.5.1 For grades K-5, Site Administrators shall not assign any fully included and/or mainstreamed students to a Teacher without considering volunteers for the assignment at that site. The site administrator shall make reasonable efforts to equitably distribute the placement of full inclusion and/or mainstream students into general education classes unless it is determined by the site administrator that the student needs would best be served in a particular classroom.

23.6 Meetings

23.6.1 For grades K-5, Site Administrators shall not assign any fully included and/or mainstreamed students to a Teacher without considering volunteers for the assignment at that site. The site administrator shall make reasonable efforts to equitably distribute the placement of full inclusion and/or mainstream students into general education classes unless it is determined by the site administrator that the student needs would best be served in a particular classroom.

ARTICLE XXIV

CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities as contained in Board policy, or other interference with the operations of the District by the Association or by its officers or Teachers during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

It is understood that any Teacher violating this article may be subject to discipline up to and including termination by the District.

ARTICLE XXV

SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XXVI

CONCLUSIVENESS OF AGREEMENT

Except as provided in Article XXVIII, Term, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.

ARTICLE XXVII

TERM AND CALENDAR

27.1 Term

This Agreement shall remain in full force and effect for two years from July 1, 2025, through June 30, 2027. For the 2026-27 contract negotiations cycle, beyond the agreed and mandatory reopening of Article VI Hours, Article XIII Salaries, Article XIV Health and Welfare Benefit Program, Article XXVII Term & Calendar, each party may select to reopen up to one (1) article.

27.2 Calendar

A subcommittee composed of two (2) members appointed by the Association and two (2) members appointed by the District shall meet for the purpose of making recommendations regarding the upcoming school year calendar. The Committee shall give its recommendation to the negotiation teams no later than February 1, of each year. Any recommendations shall be subject to mutual agreement of the parties.

ARTICLE XXVIII
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

ARTICLE XXIX

MAINTENANCE OF BENEFITS

The Board of Trustees shall not reduce or eliminate the following policies or practices which are negotiable which were enjoyed by Teachers as of the effective date of this Agreement:

Attendance at Conferences, Workshops and Meetings - 6-4-73, 7-6-71
Travel, Mileage and other authorized expenses - Article 9; Section 16 3133
Association Summer Pay Withdrawal
Reimbursement for Personal Property

ARTICLE XXX

RETIREMENT

30.0 The Ocean View School District may, from time to time, offer financial incentives that are flexible, depending upon the current conditions and needs of the District. The following are other options that may be available, based upon employee requests and District needs:

30.1 Any employee may request to take advantage of the Willy Brown Act benefit.

30.2 When the District opens a "Golden Handshake" window, Teachers who are eligible may apply for this benefit.

30.3 Teachers retiring through STRS shall have the right to participate, at their own expense, and receive benefits from the District's health and welfare benefit program at the prevailing District rate. If, at any time, the Teacher Retiring through STRS or their dependent decline participation in any District sponsored health insurance program, neither the Teacher retiring through STRS nor their dependent may rejoin the plan until such time as the Teacher returns to active Ocean View teaching service.

30.4 In the event the District hires retired Teachers pursuant to Class Size Reduction legislation, the District and the Association agree to negotiate the effects.

ARTICLE XXXI

PEER ASSISTANCE AND REVIEW

31.0 Preamble

The Ocean View Teachers Association (Association) and the Ocean View School District (District) desire to establish and maintain a program, as permitted by law, to provide assistance to permanent teachers employed by the district who are in need of professional development or peer assistance. This program shall hereinafter be entitled the Peer Assistance and Review Program (referred to as "PAR Program").

31.1 The Joint Panel (JP)

31.1.1 The Joint Panel shall consist of five (5) members, the majority of whom shall be permanent certificated classroom teachers selected by the Association. The two (2) other members shall be appointed by the District.

31.1.2 The Joint Panel shall establish the internal operational procedures of the Panel, including the method for the selection of a Chairperson.

31.1.3 The Joint Panel shall adopt guidelines for implementing the provisions of this Article. Said guidelines shall be consistent with the provisions of the Agreement and the law and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures shall be distributed annually to all bargaining unit members and administrators.

31.1.4 The Joint Panel shall establish the meeting schedule, and schedule meetings as needed. A meeting schedule will be placed on the yearly District Master Calendar. To meet, a simple majority must be present; with the majority of those present being teachers and one administrator. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. When required, substitutes shall be provided and paid through the PAR program. In the event meetings are scheduled after the regular teacher workday, teachers on the PAR panel will be compensated at Task Force Pay per meeting, and paid through the PAR program (Signed in an MOU on 9/30/04).

31.1.5. The Joint Panel shall use their best efforts to reach all decisions through consensus. In the absence of consensus, decisions shall be made by majority vote.

31.1.6 The Joint Panel shall be responsible for selecting Consulting Teachers. As part of the selection process, panel members will conduct at least one classroom observation of potential Consulting Teachers. The observation will be conducted by at least one (1) administrative Joint Panel member, and one (1) Joint Panel teacher member, or by the approved Joint Panel designee.

31.1.7 By June 1 of each year, the PAR Joint Panel shall receive a list of any referred participating teacher(s) from the District.

31.1.8. Written confirmation of participation in the PAR Program shall be provided by the Joint Panel to referred participating teachers, principals or immediate supervisors, the Superintendent or designee and Consulting Teachers.

31.1.9 A Participating Teacher shall select an available Consulting Teacher from a list of teachers provided by the Joint Panel. The Participating Teacher may petition the Joint Panel for a different Consulting Teacher within timelines established by the Joint Panel.

31.1.10 All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

31.1.11 The Joint Panel shall coordinate the training for Consulting Teachers and joint panel members with the District.

31.1.12 The Joint Panel shall review the final report prepared by the Consulting Teacher and make a recommendation(s) to the Governing Board or designee regarding the Referred Participating Teacher'(s) progress in the PAR Program, including forwarding to the Governing Board the name of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

31.1.13 The Joint Panel shall annually evaluate the impact of the PAR Program in order to improve it. The Joint Panel may submit recommendations for improving the Program to the Governing Board and to the Association.

31.1.14 The Joint Panel shall establish and administer the PAR budget as allocated under AB1X legislation and determine the number of Consulting Teachers in any school year, guided by and subject to such factors as the number of Referred teachers and available funds not to exceed the funded amounts pursuant to AB1X minus the allowance for administrative expenses permitted by law. The parties agree that in light of the above-mentioned factors the number of Consulting Teachers may vary from year to year. Continuation of the PAR Program is subject to continued funding under AB1X.

31.1.15 The Joint Panel shall establish and publish a procedure for permanent certificated teachers to make application for Consulting Teacher positions.

31.2 Participating Teachers

31.2.1 A Participating Teacher is an experienced teacher with permanent status who receives two consecutive "Needs Improvement" ratings on the same objective in their final Stull evaluation in the area(s) of instructional strategies and/or subject matter content.

31.2.1.1 The purpose of participation in the PAR Program is to help permanent teachers in need of development in subject matter knowledge or teaching strategies or both.

31.2.1.2 The Participating Teacher has the right of representation by the Association at any Joint Panel Meeting or at any meeting with administrators if the Participating Teacher’s presence is required**.**

31.2.1.3 The Consulting Teacher shall continue to provide assistance not to exceed one (1) school year to the Participating Teacher. The Joint Panel may authorize additional assistance beyond the one year period.

31.2.1.4 The Consulting Teacher shall prepare a final report by May 1. The Report shall consist of and be limited to a copy of the assistance plan and a list of the activities used to implement and meet the goals of the plan.

31.2.1.5 A copy of the Consulting Teacher□s report shall be submitted to and discussed with the Participating Teacher to receive his or her signature before it is submitted to the Joint Panel. The Participating Teacher□s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

31.2.1.6 The Participating Teacher shall have the right to submit a written response, within twenty (20) work days and have it attached to the final report. The Participating Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association Representative of his or her choice.

31.2.1.7 The results of the Participating Teacher's participation in the PAR Program shall be made available for placement in the personnel file of the teacher receiving assistance.

31.3 Consulting Teachers

31.3.1 A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers shall possess the following qualifications:

31.3.1.1 At least five (5) years of recent experience in the District as a classroom teacher.

31.3.1.2 Demonstrated exemplary teaching ability.

31.3.1.3 Shows effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts, i.e. regular education, special education, EL, and any other contexts.

31.3.1.4 Ability to work cooperatively and effectively with others.

31.3.2 A Consulting Teacher provides assistance to participating teachers in improving instructional performance. This assistance will typically include:

31.3.2.1 The Consulting Teacher and the Site Administrator shall meet with the Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals in the areas of instructional strategies and/or subject content.

31.3.2.2 The Consulting Teacher and the Participating Teacher shall develop the assistance plan and develop a process for determining successful completion of the PAR Program.

31.3.2.3 Consulting Teachers shall assist Participating Teachers by conducting multiple classroom observations, demonstrating good teaching strategies, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.

31.3.2.4 The Consulting Teacher shall monitor the progress of the Participating Teacher and shall submit to and discuss with the Participating Teacher their periodic written reports.

31.3.2.5 The PAR Consulting Teacher and the Site Administrator are expected to strive for a cooperative relationship.

31.3.3 The application process for consulting teacher positions shall include:

31.3.3.1 A notice of vacancy will be posted at all sites and in the District office.

31.3.3.2 Applicants shall submit an application form.

31.3.3.3 Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's abilities.

31.3.3.4 All applications and references shall be treated with confidentiality.

31.3.4 Consulting Teachers shall be trained to offer peer assistance and to understand the specific functions of the PAR Program. The Joint Panel shall monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the Program.

31.3.5 A Consulting Teacher shall be provided release time as deemed necessary by the Joint Panel. The term of the Consulting Teacher shall be two (2) years with the option of serving for a third (3rd) year subject to the approval of the Joint Panel. A teacher shall not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after concluding service as a Consulting Teacher.

31.3.6 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The consulting Teacher shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a stipend of $1700 for each Participating Teacher for all consulting services beyond the regular workday and/or work year. If for any reason the consulting teacher does not complete his or her assignment, the stipend will be prorated accordingly. The number of Participating Teachers assigned to each Consulting Teacher, up to a maximum of two (2)**,** shall be determined by the Joint Panel.

31.3.7 At the request of the Participating Teacher or the Consulting Teacher, the Joint Panel may assign a different Consulting Teacher to work with the Participating Teacher.

31.3.8 Teachers who are on the Joint Panel or who act as Consulting Teachers pursuant to this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code Section 810.

31.3.9 The District shall defend individual Joint Panel Members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties as provided by the California Government Tort Claim Act. It is understood, that this section is specifically limited to Joint Panel Members and Consulting Teachers in the direct performance of their duties and responsibilities as provided under the AB1X Legislation.

31.4 Program Funding

31.4.1 The Joint Panel shall establish and administer the PAR budget as allocated under AB1X legislation, subject to approval by the Board of Trustees. As appropriate, the Joint Panel shall recommend allocating additional PAR budget expenditures for programs such as, but not limited to:

31.4.1.1 The Marian Bergeson Beginning Teacher Support and Assessment Program as set forth in Article 4.5 of Chapter 2.

31.4.1.2 Any program that supports the training and/or professional development of permanent teachers.

31.4.1.3 Any program that supports the training and professional development of new teachers including, but not limited to, the Beginning Teacher Academy.

ARTICLE XXXII

BEGINNING TEACHER SUPPORT AND ASSESSMENT PROGRAM

In support of the Beginning Teacher Support and Assessment (BTSA) Program, the West Orange County (WOC) BTSA Consortium, the Ocean View School District (District) and the Ocean View Teachers Association (Association) agree to establish the following guidelines to implement the BTSA Program.

32.1 The BTSA Selection Committee

32.1.1 The BTSA Selection Committee shall consist of five (5) members, the majority of whom shall be permanent certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators to serve on the Selection Committee.

32.1.2 The BTSA Selection Committee shall establish its own meeting schedule. To meet, a simple majority must be present, with the majority of those present being teachers, and at least one administrator.

32.1.3 The BTSA Selection Committee shall use their best efforts to reach a consensus on all committee actions. If a consensus is not reached, actions shall be approved by majority vote.

32.1.4 BTSA meetings shall take place during the regular teacher workday. Teachers who are members of the Selection Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. When required, substitutes shall be provided. Contract hourly rate of pay shall be provided when afterhours committee meetings are held with prior approval of the BTSA Selection Committee.

32.1.5 Teacher members of the BTSA Selection Committee shall not be eligible to serve as a BTSA Support Provider.

32.1.6 The BTSA Selection Committee shall be responsible for the following:

32.1.6.1.1 Establishing its own rules of procedure, including the method for the selection of a Chairperson.

32.1.6.1.2 Adopting Rules and Procedures for effectuating the provisions of this Agreement and the BTSA Grant. Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.

32.1.6.1.3 Making available annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

32.1.6.1.4 Establishing written application and selection procedures. These procedures shall include appropriate time lines assuring that the selection process shall be conducted in a confidential manner for all candidates.

32.1.6.1.5 Determining the number of BTSA Support Providers in any school year, based upon the number of participants in the BTSA Program, the budget available and other relevant considerations.

32.1.6.1.6 Selecting the BTSA Support Provider for each position to be filled.

32.2 BTSA Support Provider

32.2.1. A BTSA Support Provider (SP) is a classroom teacher, selected by the Selection Committee, who provides assistance to a Beginning Teacher (BT) pursuant to the Beginning Teacher Support and Assistance Program. The qualifications for the BTSA Support Provider shall be set forth in the Rules and Procedures established by the BTSA Selection Committee, provided the following shall constitute the minimum qualifications:

32.2.1.1 A fully credentialed teacher.

32.2.1.2 At least five (5) years of OVSD teaching experience and a minimum of five (5) years of recent teaching experience.

32.2.1.3 Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge of and commitment to District curricular and California teaching standards, and mastery of a range of teaching strategies necessary to meet the diverse needs of pupils, as indicated by the teacher's last two (2) evaluations.

32.2.2 In filling the position(s) of BTSA Support Provider, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise:

32.2.2.1 One reference from a building principal or immediate supervisor.

32.2.2.2 One reference from an association representative.

32.2.2.3 One reference from another classroom teacher.

32.2.3 All applications and references shall be treated with confidentiality.

32.2.4 BTSA Support Providers shall be selected by consensus or by a majority vote of the Selection Committee after candidates have been interviewed by the BTSA Selection Committee.

32.2.5 A BTSA Support Provider shall be provided release time as established by the BTSA Grant. All release time required or otherwise provided by the operation of the BTSA Program shall be covered by substitute teachers. No member of the bargaining unit shall be required to substitute for any BTSA Support Provider who is released from his or her regular classroom assignment.

32.2.6 The term of the BTSA Support Provider shall be two (2) years, renewable twice. After a one-year break, the teacher may re-apply.

32.2.7 Functions performed pursuant to this Article, by bargaining unit employees, shall not constitute either management or supervisory functions. The BTSA Support Provider shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a BTSA Support Provider shall receive a stipend annually for a full year's service in the amount of $1,650 for each Beginning Teacher. A $1,000 stipend for participation in the CFASST program will also be paid if training is conducted outside of contract work hours.

32.2.8 The number of Beginning Teachers assigned to each BTSA Support Provider, up to a maximum of three (3), shall be determined by the Selection Committee.

32.2.9 For each BTSA Support Provider who serves less than a full year, the $1,650 stipend per Beginning Teacher shall be prorated down based upon the actual length of time served.

32.2.10 The BTSA Support Provider stipend shall be divided into equal payments and paid through the supplemental pay for each month of which the BTSA Support Provider performs services. The CFASST Training stipend of $1,000 shall be paid upon completion of training.

32.2.11 The Board of Trustees reserves the right of final appointment of all BTSA Support Providers from the recommendation of the BTSA Selection Committee.

32.3 BTSA Support Provider Responsibilities

32.3.1 Develop a sustaining and thoughtful mentoring relationship with each Beginning Teacher, characterized by openness, sharing, and reflection.

32.3.2 Provide on-site support to the Beginning Teacher by providing guidance, assistance, and information that leads the Beginning Teacher to effective professional practice.

32.3.3 Participate in the initial CFASST training to acquire the skills necessary for using observation-based formative assessment report to develop increasingly positive performance in the skills, abilities, and knowledge outline in the CSTP.

32.3.4 Participate in the on-going CFASST Training throughout the year.

32.3.5 Provide comprehensive support and assessment to the teachers through CFASST Training.

32.3.6 Meet regularly with Beginning Teachers.

32.3.7 Work with the Beginning Teacher to develop an Individual Induction Plan (IIP) based on the CSTP and assist the teacher in making periodic adjustments to it after receiving feedback from formative assessments and similar sources.

32.3.8 Participate and support the Beginning Teacher on an as needed basis which might include one or more of the following:

32.3.8.1 Modeling and demonstrating effective lessons.

32.3.8.2 Reading and reacting to reflective journals if one is kept.

32.3.8.3 Responding to e-mail/phone messages from Beginning Teachers.

32.3.8.4 Participating in support and training activities for Beginning Teachers

32.3.8.5 Assisting with peer support seminars.

32.3.8.6 Preparing or sending information to Beginning Teachers.

32.3.8.7 Making informal contacts.

32.3.8.8 Planning lessons with Beginning Teachers.

32.3.8.9 Visiting classrooms with Beginning Teachers.

32.3.8.10 Analyzing student work together.

32.4. One Support Provider shall be selected each year to serve as District Liaison. This position shall be filled by a majority vote of all current Support Providers from among themselves and confirmed by the OVTA Executive Board. The District liaison shall receive the stipend of a Support Provider who has three (3) Beginning Teachers on their caseload. Responsibilities would include coordination of Support Providers, BTSA services, BTSA workshops, attendance at all BTSA Advisory Council meetings, and quarterly reports to the OVTA Executive Board.

32.5 A Support Provider may take the position of Trainer of Trainers to facilitate BTSA training and workshops. The stipend is to be determined by the WOC Consortium Grant.

32.6 One OVTA representative selected by the Association shall serve on the BTSA Advisory Council.

32.7 The Association and the District shall not be required to continue the BTSA program if funding through the WOC BTSA Consortium Grant is discontinued.

ARTICLE XXXIII

SPECIAL EDUCATION COMMITTEE

33.1.1 The District and Association acknowledge a need to continue our efforts to address special education issues at-large and their impact on staff. Local, county, and statewide issues include, and are not limited to, Individualized Education Program (IEP) meetings, which are legally mandated, Unit Members' attendance at such meetings, as well as, researching/analyzing class size, case-load, and working conditions. Special Education staff are Special Day Class Teachers, Speech and Language Pathologists, and Educational Specialists.

33.1.1.1 A Special Education Ad Hoc Committee shall be formed and shall meet by the first Friday of November. This committee shall be co-chaired by a District and Association designee.

33.1.1.2 The Special Education Committee agendas shall be mutually discussed, developed, and agreed to by the Association and the District.

33.1.1.3 The parties shall be responsible for selecting their respective representatives, not to exceed six (6) from each party. The number of committee members may be exceeded by mutual agreement.

33.1.1.4 This committee shall meet as needed in accordance with the committee members.

33.1.1.5 Association members attending the Special Education Committee meetings shall be provided a substitute when needed at the District's expense. If the Association committee members reach a consensus and agree to meet beyond the 7.5 hour workday, then those Unit Members in attendance shall be compensated at the Extra Duty Pay rate, in accordance with Article XIII Salaries Section 13.7.

33.1.1.6 This committee shall prepare recommendations to be reviewed by the negotiations teams.

OCEAN VIEW SCHOOL DISTRICT
HUMAN RESOURCES

TO: Human Resources DATE: _____

FROM: _____ _____
PRINCIPAL/SUPERVISOR SCHOOL

SUBJECT: SHARED CONTRACT AGREEMENT

TEACHERS SHARING A CONTRACT AND AGREEING TO PROGRAM REQUIREMENTS ARE:

1. _____ _____ _____
Name % of Contract # of Sick Days

2. _____ _____ _____
Name % of Contract # of Sick Days

Please be informed that the persons signing this agreement are aware that S.T.R.S. contributions, sick days earned, and reduction of full time to part time contract will be prorated based on the percent of time in the shared position. Both parties agree to fulfill all professional responsibilities for all students they serve. It is the responsibility of the teacher to find a qualified teacher with whom to share a contract. According to Article 9.5.1 "Teachers who wish to move from part-time to full-time must notify the Human Resources office by March 1 of the year preceding the individual's intent to move into full-time status".

The Schedule of duty days requested for teacher is (Alternate Days, AM/PM) :

_____

_____

THE FOLLOWING SIGNATURES SIGNIFY AGREEMENT TO THIS SHARED CONTRACT

_____ _____ _____ _____
Shared-Contract Teacher Date Shared-Contract Teacher Date

_____ _____
Principal/Supervisor Date

_____ _____
Assistant Superintendent, Human Resources Date

Distribution:
Human Resources
Site Principal
Participating Teachers
Certificated Payroll

ORIGINAL - Immediate Supervisor
COPY 2 - Immediate Supervisor Return to Grievant
COPY 3 - Asst. Supt. Human Resources
COPY 4 - Ocean View Teachers Association
COPY 5 - Grievant

OCEAN VIEW SCHOOL DISTRICT

GRIEVANCE FORM - LEVEL I

*GRIEVANCE # _____

Submission of Grievance - All portions of this section must be completed by grievant.

Employee _____ Work Location _____

Specific Provision of the Agreement alleged to have been violated (cite Contract Article and Section and Dates)

_____

_____

Statement of Grievance (Statement must include circumstances involved, decision rendered at informal conference and specific remedy sought.)

_____

_____

_____

_____

_____ _____

Date Signature

Upon completion of this section, grievant shall present original and copies 2, 3, and 4 to the immediate supervisor, or, in the case of the Association, to the appropriate administrator. Copy number 5 should be retained by grievant.

* Issued by Human Resources

Immediate/Administrator's/Supervisor's Response: _____

_____

_____

_____

_____

_____

_____ _____

Date Signature

Upon completion of this section, the immediate supervisor or Administrator shall retain the original, present copy #2 to the grievant, forward copy #3 to the Assistant Superintendent Human Resources, and forward copy #4 to the Association.

ORIGINAL - Assistant Superintendent - Human Resources
COPY 2 - Asst. Supt. - Human Resources Return to Grievant
COPY 3 - Immediate Supervisor
COPY 4 - Ocean View Teachers Association
COPY 5 - Grievant

OCEAN VIEW SCHOOL DISTRICT

GRIEVANCE FORM - LEVEL II

*GRIEVANCE # _____

Appeal to Assistant Superintendent - Human Resources -

All portions of this section must be completed by the grievant. Copy #2 of completed Grievance Form - Level I must be attached.

Reason for appeal _____

_____

_____

_____

_____

Remedy sought _____

_____

_____

_____

_____ _____

Date Signature

Upon completion of this section, grievant shall present original and copy #2, #3, and #4 to the Assistant Superintendent, Human Resources. Copy #5 should be retained by grievant.

*From Level I Form

Immediate/Administrator's/Supervisor's Response: _____

_____

_____

_____

_____

_____ _____

Date Signature

Upon completion of this section, the Assistant Superintendent Human Resources shall retain the original, present copy #2 to the grievant, forward copy #3 to the Immediate Supervisor, and forward copy #4 to the Association.

OCEAN VIEW SCHOOL DISTRICT

PERMANENT CERTIFICATED EVALUATION

Name _____ School Year _____

School _____ Goal Setting Conference Date (11.4.1) _____

Assignment _____ Observation Date(s) (11.5.5) _____

Evaluator and Title _____ Final Conference Date (11.6.3) _____

Evaluator Signature _____ Evaluatee Signature _____

Meets or exceeds standard: Consistent and/or extended evidence of element within standard
Partially meets standard: Some evidence of element within standard
Does not meet standard: No evidence of element within standard

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP)

1.0 Engaging and Supporting All Students in Learning

Elements		Meets/ Exceeds	Partially Meets	Does Not Meet
1.1	Connects students' prior knowledge, life experience, and interests with learning goals			
1.2	Uses a variety of instructional strategies and resources to respond to students' diverse needs			
1.3	Facilitates learning experiences that promote autonomy, interaction, and choice			
1.4	Teaches subject matter, problem solving & critical thinking skills through meaningful learning activities			
1.5	Promotes self-directed, reflective learning for all students			

Other Teacher goals (optional):

2.0 Creating and Maintaining an Effective Environment for Students

Elements		Meets/ Exceeds	Partially Meets	Does Not Meet
2.1	Uses the physical environment to support instruction			
2.2	Establishes a climate that promotes fairness and respect			
2.3	Promotes social development and personal responsibility in independent and group learning			
2.4	Establishes and maintains standards for appropriate behavior			
2.5	Uses classroom management procedures and routines that support learning			
2.6	Uses instructional time effectively			

Other Teacher goals (optional):

3.0	**Understanding and Organizing Subject Matter Knowledge for Student Learning** Elements	Meets/ Exceeds	Partially Meets	Does Not Meet
3.1	Demonstrates knowledge of subject matter content			
3.2	Organizes curriculum to support student understanding of subject matter			
3.3	Integrates ideas and information within and across subject matter areas			
3.4	Develops student understanding of subject matter through appropriate instructional strategies			
3.5	Uses materials, resources, and technologies to make subject matter accessible to all students			

Other Teacher goals (optional):

4.0	**Planning Instruction and Designing Learning Experiences for All Students** Elements	Meets/ Exceeds	Partially Meets	Does Not Meet
4.1	Draws on and values students; backgrounds, interests, and developmental learning needs			
4.2	Establishes and articulates appropriate learning objectives for all students			
4.3	Develops, sequences, and modifies instructional activities and materials to optimize student learning			
4.4	Designs long and short-term plans to support learning			
4.5	Uses materials, resources, and technologies to make subject matter accessible to all students			

Other Teacher goals (optional):

5.0	**Assessing Student Learning** Elements	Meets/ Exceeds	Partially Meets	Does Not Meet
5.1	Establishes appropriate learning goals for all students			
5.2	Uses multiple sources of information to assess student development and learning			
5.3	Involves and guides students in assessing their own learning			
5.4	Uses assessment of student progress to guide instruction			
5.5	Communicates with students, families, and other audiences about student progress			
5.6	Demonstrates evidence of student achievement towards meeting grade level standards through measurable assessments			

Opportunities for growth leading to increased effectiveness: (MUST COMPLETE)

6.0	**Developing as a Professional Educator** Elements	Meets/ Exceeds	Partially Meets	Does Not Meet
6.1	Demonstrates competence in oral and written communication			
6.2	Improves teaching & learning through reflection on teaching practices & professional development			
6.3	Demonstrates awareness of family and community resources to support student learning			
6.4	Works with colleagues to improve teaching and learning			
6.5	Pursues opportunities to contribute and grow professionally			
6.6	Demonstrates strong self-esteem, flexibility, and positive response to constructive feedback			
6.7	Exhibits dependability, initiative, and enthusiasm			

Other Teacher goals (optional):

Summary of Professional Effectiveness:

FINAL PERFORMANCE RATING

❒ Satisfactory
❒ Unsatisfactory

_____/_____ **(initials) THE ADMINISTRATOR AND THE TEACHER CONSENT TO A 5 YEAR EVALUATION SCHEDULE.**

NOTE: Only teachers with permanent status and who have completed ten (10) years of teaching with the district are eligible. 11.6.2

NEXT EVALUATION CYCLE: _____/_____ School Year

Evaluatee Signature _____ Date _____

Evaluator Signature _____ Date _____

The signature of the evaluatee does not imply agreement. The evaluatee may submit a response or reaction which will be attached to the evaluation (11.6.6).

Distribution: 1 Copy - Human Resources, 1 Copy - Evaluatee, 1 Copy - Evaluator

OCEAN VIEW SCHOOL DISTRICT
TEMPORARY/PROBATIONARY CERTIFICATED EVALUATION

Name _____ Observation Date(s) _____ School Year _____

School _____ ❒ 1st Review Date (Prior to 12/17) _____

Assignment _____ ❒ 2nd Review Date (Prior to February 28) _____

Evaluator/Title _____

Goal Setting Conference Date _____

Teacher Signature _____ Evaluator Signature _____

Meets or exceed standards = Consistent and/or extended evidence of element within standard
Developing practice that partially meets standard = Some evidence of element within standard
Duties do not meet standard = No evidence of element within standard

1.0 Engaging and Supporting All Students in Learning

		Meets/ Exceeds	Partially Meets	Does Not Meet
1.1	Connects students' prior knowledge, life experience, and interests with learning goals			
1.2	Uses a variety of instructional strategies and resources to respond to students' diverse needs			
1.3	Facilitates learning experiences that promote autonomy, interaction, and choice			
1.4	Teaches subject matter, problem solving & critical thinking skills through meaningful learning activities			
1.5	Promotes self-directed, reflective learning for all students			

Other Teacher goals (optional):

2.0 Creating and Maintaining an Effective Environment for Students

		Meets/ Exceeds	Partially Meets	Does Not Meet
2.1	Uses the physical environment to support instruction			
2.2	Establishes a climate that promotes fairness and respect			
2.3	Promotes social development and personal responsibility in independent and group learning			
2.4	Establishes and maintains standards for appropriate behavior			
2.5	Uses classroom management procedures and routines that support learning			
2.6	Uses instructional time effectively			

Other Teacher goals (optional):

3.0	Understanding and Organizing Subject Matter Knowledge for Student Learning	Meets/ Exceeds	Partially Meets	Does Not Meet
3.1	Demonstrates knowledge of subject matter content			
3.2	Organizes curriculum to support student understanding of subject matter			
3.3	Integrates ideas and information within and across subject matter areas			
3.4	Develops student understanding of subject matter through appropriate instructional strategies			
3.5	Uses materials, resources, and technologies to make subject matter accessible to all students			

Other Teacher goals (optional):

4.0	Planning Instruction and Designing Learning Experiences for All Students	Meets/ Exceeds	Partially Meets	Does Not Meet
4.1	Draws on and values students; backgrounds, interests, and developmental learning needs			
4.2	Establishes and articulates appropriate learning objectives for all students			
4.3	Develops, sequences, and modifies instructional activities and materials to optimize student learning			
4.4	Designs long and short-term plans to support learning			
4.5	Uses materials, resources, and technologies to make subject matter accessible to all students			

Other Teacher goals (optional):

5.0	Assessing Student Learning	Meets/ Exceeds	Partially Meets	Does Not Meet
5.1	Establishes appropriate learning goals for all students			
5.2	Uses multiple sources of information to assess student development and learning			
5.3	Involves and guides students in assessing their own learning			
5.4	Uses assessment of student progress to guide instruction			
5.5	Communicates with students, families, and other audiences about student progress			
5.6	Demonstrates evidence of student achievement towards meeting grade level standards through measurable assessments			

Opportunities for growth leading to increased effectiveness: (MUST COMPLETE)

6.0	Developing as a Professional Educator	Meets/ Exceeds	Partially Meets	Does Not Meet
6.1	Demonstrates competence in oral and written communication			
6.2	Improves teaching & learning through reflection on teaching practices & professional development			
6.3	Demonstrates awareness of family and community resources to support student learning			
6.4	Works with colleagues to improve teaching and learning			
6.5	Pursues opportunities to contribute and grow professionally			
6.6	Demonstrates strong self-esteem, flexibility, and positive response to constructive feedback			
6.7	Exhibits dependability, initiative, and enthusiasm			

Other Teacher goals (optional):

Summary of First Review Conference

Summary of Second Review Conference

Summary of Professional Effectiveness (Final Conference)

FINAL PERFORMANCE RATING:

- ❒ **SATISFACTORY**
- ❒ **SATISFACTORY WITH ASSISTANCE NEEDED**
- ❒ **UNSATISFACTORY**

Evaluator Signature _____ Date _____

I have read the above evaluation and have discussed its contents with the evaluator.

Evaluatee Signature _____ Date _____

The signature of the evaluatee does not imply agreement. The evaluatee may submit a response or reaction which will be appended to the evaluation.

Distribution 1 Copy - Personnel; 1 Copy - Employee; 1 Copy - Evaluator

OCEAN VIEW SCHOOL DISTRICT

Huntington Beach, CA

2025/2026 Teacher's Salary Schedule

Effective February 1, 2026

Exp. Steps	Y	A	B**	C**	D**
	B.A.	B.A. + 15	B.A. + 30	B.A. + 45 or M.A.	B.A. + 60 incl. M.A. or M.A. + 15
1	$ 52,343	$ 56,219	$ 60,376	$ 64,844	$ 69,645
2	$ 54,699	$ 58,745	$ 63,096	$ 67,764	$ 72,778
3	$ 54,699	$ 61,389	$ 65,932	$ 70,812	$ 76,053
4	$ 54,699	$ 64,151	$ 68,899	$ 74,000	$ 79,475
5	$ 54,699	$ 67,039	$ 72,000	$ 77,329	$ 83,052
6	$ 54,699	$ 67,039	$ 75,241	$ 80,809	$ 86,791
7	$ 54,699	$ 67,039	$ 78,625	$ 84,446	$ 90,695
8	$ 54,699	$ 67,039	$ 82,166	$ 88,243	$ 94,775
9	$ 54,699	$ 67,039	$ 85,861	$ 92,216	$ 99,040
10	$ 54,699	$ 67,039	$ 89,724	$ 96,365	$ 103,494
11	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 108,151
12	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 113,019
13	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 113,019
14	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 113,019
15	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 113,019
16	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 118,106
17	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 118,106
18	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 118,106
19	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 118,106
20	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 123,421
21	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 123,421
22	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 123,421
23	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 123,421
24	$ 54,699	$ 67,039	$ 89,724	$ 100,702	$ 129,592

Intern Teacher Salary will be fixed at the rate of 89.4% of A-1 = $50,260

*Prior service credit granted for employment does count for longevity steps D-16, D-20, & D-24

**With Preliminary or Professional Clear Credential

186 Days - Probationary 1 and Temporary Status Teachers
184 Days - Permanent and Probationary 2 Status Teachers

Board Approved: 9/8/26
Salary Schedule with 2.5% increase

APPENDIX E-1

OCEAN VIEW SCHOOL DISTRICT

Huntington Beach, CA

2025/2026 Teacher's Salary Schedule

Effective April 1, 2026

Exp. Steps	Y	A	B**	C**	D**
	B.A.	B.A. + 15	B.A. + 30	B.A. + 45 or M.A.	B.A. + 60 incl. M.A. or M.A. + 15
1	$ 52,605	$ 56,501	$ 60,678	$ 65,169	$ 69,994
2	$ 54,973	$ 59,039	$ 63,412	$ 68,103	$ 73,142
3	$ 54,973	$ 61,696	$ 66,262	$ 71,167	$ 76,434
4	$ 54,973	$ 64,472	$ 69,244	$ 74,370	$ 79,873
5	$ 54,973	$ 67,375	$ 72,360	$ 77,716	$ 83,468
6	$ 54,973	$ 67,375	$ 75,618	$ 81,214	$ 87,225
7	$ 54,973	$ 67,375	$ 79,019	$ 84,869	$ 91,149
8	$ 54,973	$ 67,375	$ 82,577	$ 88,685	$ 95,249
9	$ 54,973	$ 67,375	$ 86,291	$ 92,678	$ 99,536
10	$ 54,973	$ 67,375	$ 90,173	$ 96,847	$ 104,012
11	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 108,692
12	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 113,585
13	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 113,585
14	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 113,585
15	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 113,585
16	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 118,697
17	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 118,697
18	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 118,697
19	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 118,697
20	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 124,039
21	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 124,039
22	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 124,039
23	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 124,039
24	$ 54,973	$ 67,375	$ 90,173	$ 101,206	$ 130,240

Intern Teacher Salary will be fixed at the rate of 89.4% of A-1 = $50,512

*Prior service credit granted for employment does count for longevity steps D-16, D-20, & D-24

**With Preliminary or Professional Clear Credential

186 Days - Probationary 1 and Temporary Status Teachers
184 Days - Permanent and Probationary 2 Status Teachers

Board Approved: September 8, 2026
Salary Schedule with 0.5% increase

APPENDIX E-2

OCEAN VIEW SCHOOL DISTRICT
Human Resources

REQUEST FOR TRANSFER - CERTIFICATED EMPLOYEES

The contractual agreement between the Ocean View School District and the Ocean View Teachers Association provides, Section 9.2.3:

"Any Teacher may apply for a transfer to other schools or departments by submitting a Request for Transfer Form to Human Resources for:

1. Current posted vacancies within ten (10) working days, and/or
2. Future posted vacancies from February 1 through June 30

Please fill out the information below:

EMPLOYEE'S NAME _____SITE _____

CURRENT POSITION/GRADE LEVEL _____

Phone (circle one) Home/Summer/Cell _____ E-mail address_____

Credential(s) Held _____

I would like to be considered for the following:

1. A posted position:

   Req # _____ Site _____ Grade level/Subject area _____

2. Any positions which become open in the following:

   Grade level/subject area(s)_____

   Schools _____

Comments: _____

_____

Please include my name on the Transfer list. I understand that this request will enable me to be considered for the position along with other eligible candidates. I further understand that although there is no obligation to fill the position by transfer, the Assistant Superintendent or Principal will consider and may act upon my Transfer Request. If I am properly credentialed, I am guaranteed an opportunity to interview for the position in question. I also understand that the filing of a Request for Transfer does not jeopardize my current position, but reflects a desire for professional growth.

Transfer Request is valid from February 1 to June 30 of the current calendar year
(A new request must be submitted each year)

Employee Signature: _____ Date: _____

Please forward to Human Resources
Distribution: Human Resources
Employee

Ocean View School District
Contribution to the
Certificated Catastrophic Leave Bank

To: Certificated Payroll

From: Teacher Name: _____
(please print)
Social Security Number: _____

Job Title/Location: _____

Limitations on Contribution

You must retain accrued sick leave in an amount equal to that number of sick leave days you earn in a year (10 days). You may donate to this Catastrophic Leave Bank any number of days of accrued sick leave.

Contribution

In accordance with Article XII, Section 12.18, Catastrophic Leave, I wish to contribute the following days of accumulated sick leave time to the Catastrophic Leave Bank.

Days of Sick Leave:

I further understand that my contribution of time (sick leave) is irrevocable and becomes the property of "The Bank" and will no longer be available for my personal use.

_____ _____
Signature Date

Distribution:
Certificated Payroll
Employee

OCEAN VIEW SCHOOL DISTRICT
REQUEST FOR WITHDRAWAL
FROM THE CERTIFICATED CATASTROPHIC LEAVE BANK

Complete this form in full and submit to Director, Human Resources. Please retain a copy for your records.

TO: Director, Human Resources

FROM: Teacher Name _____
(Please print)

Employee No: _____

Job Title/Location: _____

In accordance with Article XII, Section 12.19, Catastrophic Leave, I wish to request the following withdrawal from the Certificated Catastrophic Leave Bank: _____ days.

Reason for Withdrawal: _____

Probable Duration of Absence: From: _____ To: _____
In accordance with Education Code 44043.5 (outlined on the back of this request form), I am attaching the attending licensed health care provider's certification that the illness/injury is of a serious nature requiring prolonged treatment. This injury/illness is not work related and I have exhausted all available paid leave entitlement from the District. My last day of full paid status will be:

_____
(Date available from Payroll Department)

_____ _____
Signature Date

The committee has received your request, and upon review the following decision has been reached:

Approved: _____ Disapproved: _____ Date: _____

_____ _____
OVTA President Assistant Superintendent, Human Resources

(The decision to approve or disapprove is not subject to the grievance procedure or any other appeal process)

Distribution:
Employee
Certificated Payroll
Asst. Superintendent, Human Resources
OVTA President

Education Code 44043.5 - Catastrophic Leave, defined:

The governing board of a school district or county office of education may establish a catastrophic leave program to permit employees of that district or county office to donate eligible leave credits to an employee when that employee or a member of his or her immediate family suffers from a catastrophic illness or injury.

(a) For the purposes of this section, the following terms are defined as follows:

(1) "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

Education Code 44043.5, Verification required:

(b) Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

(1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the school district or county office in which he or she is employed.

Submit the following, signed by a licensed health care provider:

1. The date on which the employee's serious, incapacitating health condition commenced and the probable duration of the condition, or

2. A statement that the serious, incapacitating health condition warrants the employee to provide care to a family member, and an estimate of the amount of time off needed to provide such care.

Ocean View School District
and
Ocean View Teachers Association
2025-26 and 2026-2027
Memorandum of Understanding

EXTENDED-DAY KINDERGARTEN

Ocean View School District (District) and Ocean View Teachers Association (Association) re-enter into this Memorandum of Understanding and agree as follows:

Extended-Day Kindergarten Teachers will teach 50,400 contact minutes with students beginning September 2025 and ending June 2027.

To provide for the success of the Extended-Day Kindergarten program, the District shall provide the Extended-Day Kindergarten Teacher instructional support in the classroom for a minimum of two (2) hours per day with a District Instructional Aide.

This Memorandum of Understanding shall be effective from July 1, 2025, through June 30, 2027.

Date: 8/21/26 Time: 12:07 PM Date: 8/21/26 Time: 12:07 PM

Meghan Balsillie
Negotiations Chairperson
Ocean View Teachers Association

Reagan Headrick
Deputy Superintendent, Human Resources
Ocean View School District

Ocean View School District
and
Ocean View Teachers Association
2025-26 and 2026-27
Memorandum of Understanding

LOCAL CONTROL FUNDING FORMULA AND GRADE SPAN ADJUSTMENT

The Ocean View School District (District) and Ocean View Teachers Association (Association) re-enter into this Memorandum of Understanding and agree as follows:

1. For the 2025-26 and 2026-27 school years, the annual average class enrollment at each school site shall not exceed 27:1 for grades Kindergarten (K) – 3rd Grade.
2. This constitutes an "alternative annual average class enrollment for each school site" within the meaning of Education Code section 42248.02(d)(3)(B), (C), and (D).
3. If at any time, during the 2025-26 and 2026-27 school years, the District learns that compliance with this Memorandum of Understanding may result in any reduction to its augmentation funding for K-3rd grade span adjustment under the Local Control Funding Formula, the District and Association agree to meet immediately and negotiate to bring the above grade span adjustment language exception into compliance with the law.

This Memorandum of Understanding shall be effective from July 1, 2025, through June 30, 2027.

Date: 8/21/26 Time: 12:07 PM Date: 8/21/26 Time: 12:07 PM

Meghan Balsillie
Neg hairperson
Ocean View Teachers Association

Reagan Headrick
Deputy Superintendent, Human Resources
Ocean View School District

APPENDIX I

Ocean View School District
and
Ocean View Teachers Association
2025-26 and 2026-27
Memorandum of Understanding

PARTNERSHIP BETWEEN ADMINISTRATION AND LABOR (PAL)

In the Ocean View School District (OVSD) of Orange County, the Partnership between Administration and Labor (PAL) was established in 2016, as a collaborative effort to improve student achievement. PAL intends to enhance the teaching and working environment for staff and administration through the partnership with the District and Ocean View Teachers Association (OVTA). The overarching goal is to create an environment that fosters trust for every employee and to encourage the development of strong working relationships.

PAL is composed of administrative and certificated staff from all of our OVSD schools and the District Office. The formation of this partnership strives to continue effective strategies for decision-making at worksites and district wide.

PAL at each school and at the district level consists of the administrator(s) and a designated number of representatives elected and/or appointed by OVTA. In accordance with Article V Association Rights, Section 5.7, at each school, it shall be the responsibility of the Site Administrator and the Site Representative(s) to work collaboratively to provide an opportunity for monthly meetings at a mutually determined time to enhance communication, plan strategically, and problem solve.

PAL includes:

1. PAL Council - An advisory group made up of OVTA Representatives, CSEA Representatives, and Site and District Administration.

    a. The parties are responsible for selecting their respective representatives not to exceed three (3) from each party, exclusive of Executive Cabinet. The number of committee members may be exceeded by mutual agreement.

    b. PAL Council meeting dates and times are scheduled by mutual agreement by the committee members.

2. PAL Retreat - An annual meeting with Site and District Administrators and OVTA PAL members. This retreat shall be coordinated between the OVTA President and/or their designee and the OVSD Superintendent and/or their designee and may include training, team building, and/or collaborative activities.

3. PAL Meetings - Monthly team meetings to proactively communicate and respond to situations. PAL meeting sessions occur between:

    a. Superintendent and OVTA President

    b. Deputy/Assistant Superintendent Human Resources, Assistant Superintendent Educational Services, OVTA President, and OVTA Bargaining Chair

    c. Principal and Teacher PAL Representative (s)

The Parties agree to continue the commitment to abide by the PAL Principles and to strive to enhance the procedures, processes and activities to ensure a strong Partnership that will benefit OVSD students, all staff and administrators.

This MOU shall be effective from July 1, 2025 to June 30, 2027 and shall not be precedent setting.

Date: 8/21/26

Meghan Balsillie
Negotiations Chairperson
Ocean View Teachers Association

Date: 8/21/26

Reagan Headrick, Deputy Superintendent
Human Resources
Ocean View School District

Ocean View School District

17200 Pinehurst Lane • Huntington Beach, CA 92647 • (714) 847-2551 • www.ovsd.org

Teacher Stipend Agreement

The following certificated teacher has agreed to perform the following stipend position:

Print Teacher Name	Stipend Position	$ Stipend Amount

Principal and Teacher agree, stipend will be compensated as follows (*Please select one*):

❒ Additional Salary ❒ Release Time**

Option 1: Stipend Pay Additional Salary	Option 2: Release Days & Additional Salary $200 Substitute Daily Rate of Pay*
$2,000	5 Release Days and $1,000
$1,550	5 Release Days and $550
$1,500	5 Release Days and $500
$1,050	5 Release Days and $50
$1,000	5 Release Days and $0
$900	4 Release Days and $100
$800	4 Release Days and $0
$700	3 Release Days and $100
$650	3 Release Days and $50

*NOTE: Substitute Daily Rate of Pay is established and approved by the OVSD Board of Trustees. This amount could change, and the amounts listed in the table would change accordingly.

OVTA-OVSD Collective Bargaining Agreement, Article 13, Section 13.6.3:

Duties for which stipends shall be paid include the extra stipend positions listed in Article 13, Section 13.6.3.1, if they are performed in addition to the regular teaching assignment. With the agreement of the Teacher and Principal, the stipend may be taken as additional salary, release days at the present daily substitute rate of pay as indicated on the Teacher Stipend Agreement (APPENDIX K). Earned release time shall not exceed five (5) days per school year. If an agreement is made regarding the scheduling of a release day, the Teacher shall make every effort to ensure that the day is scheduled on a Monday through Thursday at least two (2) weeks in advance.

****IMPORTANT****

1. Release days must be scheduled and taken within the school year they are earned.
2. The unit member is responsible for reporting their absence and shall select "Stipend Release Day" for the reason.

Friendly reminder: Stipends earned are calculated as part of a unit member's California State Teacher Retirement System (AKA pension). It's known as the Defined Benefit Supplement account. Unit members can build their account by taking on extra-pay assignments, such as Team Leader. www.calstrs.com

Signatures below indicate understanding and agreement with the selection indicated above.

Employee Signature	Date	
Principal Signature	School Site	Date

OCEAN VIEW SCHOOL DISTRICT

CALENDAR FOR 2026-2027 SCHOOL YEAR

HOLIDAYS/STUDENT FREE DAY

Probationary 1 and Temporary Status Teacher Start Date	August 20, 2026
Permanent and Probationary 2 Status Teacher Start Date	August 24, 2026
OPENING DAY OF SCHOOL (Wednesday)	August 26, 2026
Labor Day (Monday)	September 7, 2026
Student Free Day - No School (Tuesday)	September 8, 2026
Veteran's Day (Wednesday)	November 11, 2026
Thanksgiving Recess (Monday-Friday)	November 23-27, 2026
Winter Recess (10 days) Minimum Day - Friday December 18 (School Reconvenes Monday, January 4, 2027)	December 21, 2026 through January 1, 2027
Dr. Martin Luther King Day (Monday)	January 18, 2027
Student Free Day - No School (Monday)	February 1, 2027
Lincoln's Birthday (Monday)	February 8, 2027
President's Day (Monday)	February 15, 2027
Spring Recess (5 days)	March 29-April 2, 2027
Memorial Day (Monday)	May 31, 2027
Closing Day - Students & Teachers (Friday - Minimum Day)	June 11, 2027

ELEMENTARY SCHOOLS

TRIMESTERS FOR ELEMENTARY		DAYS TAUGHT
August 26-	November 20, 2026	60
November 30 -	March 12, 2027	61
March 15 -	June 11, 2027	59

TK-5 PARENT CONFERENCE WEEK

FALL:	October 19 - 23, 2026
SPRING:	April 5 - 9, 2027

MIDDLE SCHOOLS

SEMESTERS FOR MIDDLE SCHOOL		DAYS TAUGHT
August 26 -	January 15, 2027	85
January 19 -	June 11, 2027	95

MIDDLE SCHOOL PARENT CONFERENCE WEEK

FALL:	November 16 - November 20, 2026
SPRING:	March 22 - March 26, 2027

BACK TO SCHOOL NIGHTS

Elementary Schools	TBD
Middle Schools	TBD

Please refer to the District website: www.ovsd.org

OPEN HOUSE

Elementary Schools	TBD
Middle Schools	TBD

Please refer to the District website: www.ovsd.org

Board Approved: 4/14/26

OCEAN VIEW SCHOOL DISTRICT

CALENDAR FOR 2027-2028 SCHOOL YEAR

HOLIDAYS/STUDENT FREE DAY

Probationary 1 and Temporary Status Teacher Start Date	August 19, 2027
Permanent and Probationary 2 Status Teacher Start Date	August 23, 2027
OPENING DAY OF SCHOOL (Wednesday)	August 25, 2027
Labor Day (Monday)	September 6, 2027
Student Free Day - No School (Tuesday)	September 7, 2027
Veteran's Day (Thursday)	November 11, 2027
Student Free Day - No School (Friday)	November 12, 2027
Thanksgiving Recess (Monday-Friday)	November 22-26, 2027
Winter Recess (11 days) Minimum Day - Friday December 17 (School Reconvenes Tuesday, January 4, 2028)	December 20, 2027 through January 3, 2028
Dr. Martin Luther King Day (Monday)	January 17, 2028
Student Free Day - No School (Monday)	January 24, 2028
Lincoln's Birthday (Monday)	February 14, 2028
President's Day (Monday)	February 21, 2028
Spring Recess (5 days)	April 10-14, 2028
Memorial Day (Monday)	May 29, 2028
Closing Day - Students & Teachers (Tuesday - Minimum Day)	June 13, 2028

ELEMENTARY SCHOOLS

TRIMESTERS FOR ELEMENTARY		DAYS TAUGHT
August 25-	November 19, 2027	59
November 29 -	March 10, 2028	60
March 13 -	June 13, 2028	61

TK-5 PARENT CONFERENCE WEEK

FALL:	October 18 - 22, 2027
SPRING:	April 3 - 7, 2028

MIDDLE SCHOOLS

SEMESTERS FOR MIDDLE SCHOOL		DAYS TAUGHT
August 25 -	January 14, 2028	83
January 18 -	June 13, 2028	97

MIDDLE SCHOOL PARENT CONFERENCE WEEK

FALL:	November 15 - November 19, 2027
SPRING:	March 27 - March 31, 2028

BACK TO SCHOOL NIGHTS

Elementary Schools TBD
Middle Schools TBD
Please refer to the District website:
www.ovsd.org

OPEN HOUSE

Elementary Schools TBD
Middle Schools TBD
Please refer to the District website:
www.ovsd.org

Board Approved: 4/14/26