



Oxnard Union High School District

AGREEMENT BETWEEN

THE OXNARD FEDERATION OF TEACHERS

AND

THE OXNARD UNION HIGH SCHOOL DISTRICT

July 1, 2018 to June 30, 2021

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ARTICLE 1. AGREEMENT AND RECOGNITION

- 1.1 This is an Agreement made and entered into this eighteenth day of December 2018, between the Oxnard Union High School District Board of Trustees, hereinafter referred to as "District", and the Oxnard Federation of Teachers and School Employees, Local 1273, hereinafter referred to as "Federation."
- 1.2 The District confirms its recognition of the Federation as the exclusive representative for that unit of employees defined as all full-time or part-time teachers, nurses, psychologists, counselors, speech therapists, Teacher Librarian, and Adult Education teachers.

ARTICLE 2. DEFINITIONS

- 2.1 "Teacher", "employee", "bargaining unit member", "unit member", shall mean an employee who is included in the appropriate unit as defined in Article 1 and therefore covered by the terms and provisions of this Agreement.
- 2.2 "Day" shall mean a day on which the District Office is open for business.
- 2.3 "Immediate administrator", "immediate supervisor", "principal" shall mean the administrative or supervisory employee who is the immediate supervisor of the employee, or the supervisor's designee.
- 2.4 "Workday" shall mean a day on which employees are required to render service to the District.
- 2.5 "Daily Rate of Pay" means the unit member's annual salary divided by the number of days the unit member is required by the Board to provide service.
- 2.5.1 "Per Diem Pay" means the annual salary taken from the salary schedule with the COLA added for that particular year (based on 184 days) divided by 184.
- 2.6 "Partial Day Rate of Pay" means the daily rate of pay divided by the number of daily instructional periods to which a unit member is assigned.
- 2.7 "Board" shall mean the Board of Trustees or its designated representative(s).
- 2.8 "District" shall mean the Oxnard Union High School District.
- 2.9 "Superintendent" shall mean the chief administrative officer of the District, or designee.
- 2.10 "Federation" shall mean the Oxnard Federation of Teachers and School Employees.
- 2.11 "Consultation" shall be defined as an alternative to meeting and negotiating to include meetings between the District and the Federation on items of mutual or individual interest.
- 2.12 "Restructuring" shall be defined as any modification in the delivery of services to students, which requires a revision in a contractual term to implement.
- 2.13 "Assault" is defined to include a reasonable fear or harm on the part of the teacher.
- 2.14 "Immediate Family" for the purpose of Bereavement Leave includes mother, father, grandmother, grandfather, grandchild of the employee or spouse of the employee, spouse or the registered domestic partner of the employee, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee. Any state or federal law applicable to the Oxnard Union High School District which expands this definition will supersede this definition.
- 2.15 "Year Round" refers to a program having a greater number of workdays than those normally allocated in the regular school calendar. This definition refers specifically to the Adult Education nursing and jail service programs.
- 2.16 "Site Confidential File" refers to the file kept at the school site.
- 2.17 "Personnel File" is the employee's permanent file kept at the District Office.

- 2.18 "P2 Figure" is the ADA number determined as a percentage of enrollment in March according to the Education Code.
- 2.19 "CBEDS" is the actual enrollment count on the first Wednesday in October.
- 2.20 "Traveling Teacher" is a unit member assigned to more than one (1) work site.

ARTICLE 3. FEDERATION RIGHTS

- 3.1 Facilities. The Federation and its members shall have the right to use school facilities and equipment at reasonable times when not otherwise in use for the purpose of meetings concerned with the exercise of rights incorporated in the Agreement and other concerns, provided that when equipment is used the Federation will reimburse the District for its reasonable cost.
- 3.2 Communications and Notices of Activities. The Federation shall have the right to post notices of activities and matters of concern on a designated bulletin board at each of the schools; a copy of all materials to be filed with the principal within a reasonable period of posting. The Federation may use staff mailboxes for general communications with members of the bargaining unit; a copy of all materials to be filed with the principal within a reasonable period of distribution. A Federation representative shall be allowed to make brief announcements at unit member staff meetings.
- 3.2.1 The District will provide the Federation with the work e-mail addresses of all unit members. This list will be updated on a quarterly basis.
- 3.3 Federation Business. The authorized representative of the Federation shall be permitted to transact official Federation business on school property at reasonable times not interfering with the educational process or District duties of the employee. The representative shall notify the school principal of the representative's campus presence.
- 3.4 Public Information. The Board agrees to furnish, upon written request of the Federation, all public information required by the Federation that is reasonably necessary for the Federation to fulfill its role as the exclusive bargaining representative.
- 3.5 Membership List. The District will provide to the Federation no later than the third week of each semester a membership list of all employees in the unit. The list will include names, home addresses, work location, classification, phone numbers (if any), and whether the employee has elected to be a member of the Federation or agency fee payer.
- 3.6 Board Meeting Notices. The District shall provide the Federation with two (2) copies of the Board agenda booklet, less the confidential items and those materials that relate to negotiations; said agenda booklet shall be made available to the Federation at least 48 hours in advance of regular Board meetings. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District.
- 3.7 Within 45 days of ratification of this Agreement by the Board of Trustees, the District shall provide each unit member with a copy of said Agreement, plus 100 printed copies to the Federation for its use. If the District cannot meet this time frame the Federation will have the agreement printed and the District will pay the reasonable cost of printing. The District and the Federation shall finalize language and renumbering issues within 15 days of Board ratification and post the ratified Agreement on the District website. All side letters of agreement shall be posted within 30 days of enactment on the district website and staff will be notified of the posting via a global email. All side letters of agreement that are intended to be effective during any term of the Agreement shall be incorporated into this Agreement. Within 45 days of ratification of this Agreement by the Board of Trustees, the District shall upload the new Agreement to the District's website where it may be accessed by any unit member and the Federation.
- 3.8 The Federation shall have the right to consult with the District pursuant to the

consultation provisions of Government Code section 3543.2; said consultation rights shall not be subject to Article 7, Grievance and Arbitration Procedure, of this agreement.

- 3.9 The Federation President and Executive Director shall be permitted full-time release. Cost will be borne by Unit Share.
- 3.10 The Human Resource office shall provide Federation with the names and addresses of all teachers, including adult education teachers, every August.
- 3.11 Federation reserves the right to hold a faculty/staff senate meeting for unit members following monthly faculty meetings or whenever convenient to staff for the purpose of conducting Federation business outside of the regular instructional day.
- 3.12 The establishment of a Site Concerns Committee is encouraged at each campus. If the Committee is established, it may include management, certificated, classified and paraprofessional representatives and establish its own meeting schedules to deal with specific site problems. A report is encouraged at each monthly faculty/staff meeting of those issues addressed by the committee.

ARTICLE 4. DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of its operation; determine kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees.
- 4.2 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, or any other written agreement reached between the Federation and the Board, and then only to the extent such specific and express terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an actual or threatened natural disaster, national emergency, act of God, epidemic, or concerted activity, as contemplated in Article 24.

ARTICLE 5. NON-DISCRIMINATION

- 5.1 The District and Federation agree to follow policy not to unlawfully discriminate against any unit employee on the basis of race, color, religion, national origin, sex, gender, age, politics, disability, sexual orientation, membership or participation in an employee organization. Alleged violations of this Article may be processed under the provisions of the Grievance and Arbitration Procedure.

ARTICLE 6. PROGRESSIVE DISCIPLINE

- 6.1 The District has the right and responsibility to take disciplinary action where there are instances of unprofessional conduct, or refusal to obey the school laws of the State or reasonable regulations prescribed for the government of public schools by the State Board of Education, the Credentialing Commission, or by the Governing Board of the Oxnard Union High School District, or by reasonable school-level administrative rules, or by the requirements of the negotiated agreement. However, the Federation and the District believe that the appropriate mechanism for the discipline of professionals is one that includes other professionals in the decisions. Toward that end, the Federation and the District want a procedure which matches the conduct and the discipline, and involves unit members in the disciplinary process as outlined below. The Federation recognizes its duty of fair representation to unit members which may include at the complete discretion of the Federation advice and counsel concerning the potential disciplinary action. The Federation and the District agree not to influence the panel members outside of any hearing and to work cooperatively in the training of individual unit members appointed to the disciplinary panels.
- 6.2 In exercising this responsibility, the District agrees to progressively discipline, except where the severity of the offense requires otherwise. In all instances, the discipline applied must relate to the severity of the offense, be for just cause, and include the following due process procedure.
- 6.3 Progressive discipline shall include the following:
- 6.3.1 Level 1. A verbal warning from site and/or District Administrators at a meeting where a Federation representative may attend should the unit member so request. The site or District administrator may have a witness to document the warning.
 - 6.3.2 Level 2. Written warnings shall not be placed in the unit member's official personnel file or be subject to the hearing process contained below. Written warnings shall be signed and dated by the unit member receiving them, preserved in a confidential file for no longer than one (1) calendar year from the date of the incident, and attached to any subsequent discipline of the unit member for inclusion in the unit member's personnel file to be used for support of disciplinary actions. A unit member may attach a rebuttal to the written warning and have both the warning and the rebuttal placed in the personnel file should the unit member elect. It is not intended that this provision prevent the placement of material related to the Evaluation process in the personnel file.
 - 6.3.3 Level 3. A written reprimand may be issued for a severe or repeated infraction or violation. In that event, the unit member may respond in writing and have that writing attached to the reprimand and placed in the personnel file.
 - 6.3.4 Level 4. A unit member may be suspended without pay, for up to fifteen (15) days, or have other corrective disciplinary action(s) consistent and appropriate for the type and severity of the offense. The unit member is entitled to a hearing upon written request.
 - 6.3.4.1 If a unit member requests a hearing, a panel of three (3) Oxnard Union High School District certificated unit members shall be appointed to review the evidence and determine whether discipline is appropriate. It shall be within the authority of the panel after having reviewed the evidence to recommend private or public reproof, to determine whether suspension is appropriate, or to shorten the length of the recommended suspension.

- 6.3.4.2 The panel shall be composed of one (1) certificated unit member appointed by the District, one (1) certificated unit member appointed by the Federation, and one (1) unit member selected from a list of six (6) names, three (3) submitted by the District and three (3) by the Federation. The order of striking shall be determined by lot.
- 6.3.4.3 All of the unit members shall be taken from a list of trained disciplinary panel members appointed bi-annually by Federation and the District. The training for panel members shall include but not be limited to rules of conduct for panel members, topics of importance such as ex parte contact, burden of proof, questioning strategy, credibility determinations, rules of evidence, and other concepts of elemental fairness. If this disciplinary procedure is required prior to the training, the selected employees shall be trained prior to the hearing.
- 6.3.4.4 Unit members shall be entitled to a hearing at which no attorneys would be present. The District and the Federation intend to balance the possible deprivation of unit member interests with the hearing process. Hearings are not intended to be courtroom dramas. The formal rules of evidence don't apply, and only key witnesses will be allowed to testify in front of the panel. All others will have their testimony conveyed to the panel by oath or affirmation given under penalty of perjury. In the event of a dispute over whether a witness may testify, the panel's determination shall be final. The total time for the hearing is restricted to four (4) hours (unless the panel specifically determines additional time is necessary for findings and recommendations for discipline).
- 6.3.4.5 Order of Case
- District presentation of witnesses and evidence.
 - Panel questions.
 - Accused questioning. (Limited to ten (10) minutes without panel approval for extension.)
 - Accused presentation of witnesses and evidence.
 - Panel questions.
 - District questioning. (Limited to ten (10) minutes without panel approval for extension.)
 - District final statement.
 - Accused final statement.
 - Panel questions on any topic (optional).
- 6.3.4.6 The panel shall provide a written recommendation for discipline which contains findings of fact on key issues.
- 6.3.4.7 The District has the burden of proof.
- 6.3.4.8 If the panel determines that the discipline is not warranted, no record of the incident leading to the proposed discipline shall be contained in the unit member's personnel file. If the panel determines discipline is justified, a record of the findings shall be forwarded to the school principal for incorporation, if appropriate, in the evaluation process. It is intended that the decision of the panel is final and binding.
- 6.3.4.9 Prior to the presentation of the case, at the request of either the District, the Federation, or the accused unit member, a mandatory settlement

conference shall be held to explore a possible compromise. Settlements shall be in writing.

- 6.3.5 Except as disciplinary actions may be introduced in support of actions taken under Education Code Article 44932, this article shall not be construed as modifying those provisions or dismissal for cause. The parties intend that even the maximum penalty which can be imposed through this process is not intended to constitute a substantial deprivation of a unit member's property interest in his or her employment.

ARTICLE 7. GRIEVANCE AND ARBITRATION PROCEDURES

7.1 General Provisions.

- 7.1.1 A grievance is defined as an allegation by a unit member or the Federation that the District has violated, misapplied or misinterpreted a specific term of this Agreement and that by reason of such violation the grievant believes that the unit member's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.
- 7.1.2 The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.
- 7.1.3 If the District makes an error which results in a cost to the Unit Share, and the Unit Share would not have incurred the cost had the error not been made, then the District will be financially responsible. Revenue projections, enrollment projections, or other Formula-related decisions do not constitute errors by the District subject to this provision.

7.2 Informal Level. Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with grievant's immediate administrator. Either the grievant or immediate administrator may have a witness present at said informal conference providing 24 hours advance notice is given to the other party.

7.3 Formal Level.

7.3.1 Level I.

- 7.3.1.1 If an employee or the Federation wishes to initiate a formal grievance, the employee or Federation must do so within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator. If neither the grievant nor the Federation had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the ten (10) day time limit shall begin to run on the date upon which either the grievant or Federation knew or could with reasonable diligence have known of the occurrence.
- 7.3.1.2 The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; and the specific remedy sought. The written statement described herein shall be submitted on a jointly-developed Grievance Form provided by the District, and said statement shall not be changed at later levels of the grievance and arbitration procedure, as described in this Article.
- 7.3.1.3 Either party may request a personal conference with the other party. The administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such

action will terminate Level I.

7.3.2 Level II.

7.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent, or designee, within ten (10) workdays after the termination of Level I.

7.3.2.2 This written appeal described herein shall be submitted on a Level II Grievance Form provided by the District, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent, or designee, may request a personal conference.

7.3.2.3 The Superintendent, or designee, shall communicate a written decision within ten (10) workdays after receiving the appeal and such a decision will terminate Level II.

7.4 Level III Mediation.

7.4.1 If the Federation or District elects, the grievance may be referred to a mediator from the State Mediation and Conciliation Service (SMCS). Both the Federation and the District agree to participate in the process in good faith in an attempt to reach an equitable resolution.

7.4.2 Either the District or the Federation may contact SMCS for the assignment of the mediator. A meeting will be scheduled as soon as calendars can be arranged.

7.4.3 If the Federation and the District agree, they may use an alternative to the SMCS.

7.4.4 The costs of mediation are to be borne equally.

7.5 Level IV Arbitration.

7.5.1 A grievance which is not settled at Level III, and which the Federation desires to contest further, shall be submitted to arbitration as provided herein, but only if the Federation gives written notice to the District of its desire to arbitrate the Grievance within ten (10) workdays after the termination of Level III. It is expressly understood that the only matters, which are subject to arbitration, are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Level II shall not constitute a waiver by the District of a defense that the dispute is not grievable. However, District failure to raise such an arbitrability or grievability issue at Level I shall constitute a waiver of non-arbitrability or non-grievability at subsequent levels of this procedure.

7.5.1.1 Upon the mutual and written agreement of the District and the Federation, the parties may elect to utilize the expedited arbitration procedures of the American Arbitration Association.

7.5.2 Selection of Arbitrator. The District and the Federation agree to request from

the State Mediation and Conciliation Service an odd numbered panel of arbitrators qualified to render a decision in the public schools of California. The order of striking shall be determined by lot. The last name remaining shall serve in accordance with the procedures of SMCS. If either the District or the Federation wants to reject the entire list before striking, a request for another panel will be forwarded to SMCS. If for some reason that arbitrator cannot serve, a new list shall be requested from SMCS and the above process begun again.

7.5.3 Motion to Dismiss. The District may claim that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions.

7.5.4 Limitations Upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add too, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, misinterpretation of this Agreement in the respect alleged in the Grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for an arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

7.5.4.1 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or awards is fair or equitable.

7.5.4.2 No decision rendered by the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the ten (10) day period specified in Level I of the grievance procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

7.5.4.3 The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

7.6 Arbitrator's Decision

- 7.6.1 The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties.
- 7.7 Expenses. All fees and expenses of the arbitrator shall be shared equally by the Federation and District. Each party shall bear the expenses of the presentation of its own case.
- 7.8 Failure to Meet Time Limits. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.
- 7.9 Federation Representation. In situations where the Federation has been requested in writing not to represent the grievant, the District shall not agree to a final resolution of the grievance until the Federation has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.
- 7.10 Reasonable Released Time. Grievance meetings normally will be scheduled by the District so as not to conflict with assigned duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's Central Office, the District shall provide released time with no loss of pay to one (1) authorized representative of the Federation so that the session can be accommodated within such business hours.
- 7.11 Confidentiality. In order to encourage a professional and harmonious disposition of unit members complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant nor the Federation nor the District shall make public either the grievance or evidence regarding the grievance.
- 7.12 No Reprisal. There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.
- 7.13 Grievance Files. The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file and the name of the grievant struck from uses of the materials/records.

ARTICLE 8. CLASS SIZE

- 8.1 The District staffing allocation formula shall be one-to-thirty (1-30) and except upon the mutual agreement of an individual teacher and the teacher's immediate supervisor, shall be applied in such a manner that:
- 8.1.1 In a semester schedule. Maximum single period class size and total per five (5) period teaching day, student contact maximums are as follows: (a) Classes, other than those noted, shall have a maximum single period class size of 38 students and a maximum total per five (5) period teaching day of 175 students; (b) Classes in Music and Student Government shall not exceed 55; and (c) Classes in Drama and Physical Education shall not exceed 54 without individual teacher waiver.
 - 8.1.1.1 Maximum student contact calculations shall not be made later than the first 15 school days of each semester.
 - 8.1.1.2 Each individual site will determine the appropriate method to conduct registration activities.
 - 8.1.1.3 Minimum single period class size shall be 20 students, with the exception of Special Education, Special Day Class (SDC), Resource Specialist (RSP), and English Language Development (ELD), with an exception of 0.2 FTE per site. Any other FTE serving courses below 20 students will be paid by the District outside of the unit share.
 - 8.1.2 In a trimester schedule. Maximum single period class size and total per four (4) period teaching day, student contact maximums are as follows: (a) Classes other than those noted shall have a maximum single period class size of 38 students and a maximum total per (4) period teaching day of 152 students; (b) Classes in Music and Student Government shall not exceed 55; and (c) Classes in Drama and Physical Education shall not exceed 54 with individual teacher waiver.
 - 8.1.3 Maximum student contact calculations shall not be made later than the first 15 school days of each semester. Teachers teaching six (6) periods in a six-period day shall have a maximum total of 210 students enrolled. Teachers teaching five (5) periods in a five period Trimester schedule shall have a maximum total of 190 students enrolled.
- 8.2 Class size caps in 8.1.1 will exist as maximums unless waived. Staffing decisions will be based upon P2 enrollment projections.
- 8.3 The District shall make a good faith effort to balance/adjust classes within a school department. At the alternative sites balancing will be done to the degree possible as students are scheduled.
- 8.3.1 The district will provide the Federation with 175 and current 1/5ths reports upon request.
- 8.4 The District shall make a good faith effort to balance classes within an individual teacher's assignment.
- 8.5 By the fifteenth day of each term, the site Administrator will provide the Federation Site Representative a Master Schedule which includes class size and student/teacher ratios.

- 8.6 Work Experience teachers will have a maximum class size of 25 for work experience classes.
- 8.7 For special education, the staffing allocation will be student maximums of (a) 28 case load for Resource Specialist Teachers (b) 18-to-1 case load for Special Day Class teachers (c) 12-to-1 class size/case load for teachers of emotionally disturbed/enhanced (d) 12-to-1 class size/case load for teachers of emotionally disturbed (e) 12-to-1 class size/case load for teachers of severely handicapped. Classes may be modified upon mutual agreement of the District and the Federation. Changes to the existing program ratios will be made as required by state and federal law following consultation with the Federation.
- 8.7.1 General education classes with large numbers of students with disabilities will be supported through the co-teaching model.
- 8.8 In a semester schedule, the Activity Director will be released two (2) periods and teach three (3) classes including Student Government, with no fewer than 85 students in the three (3) classes with no cap in the Student Government. In a trimester schedule, the Activity Director will be released for two (2) periods and teach two (2) classes, including Student Government, with no fewer than 60 students in the two (2) classes.
- 8.9 In a semester schedule, the Athletic Director will be released for three (3) periods and teach two (2) periods. In a trimester schedule, the Athletic Director will be released for two (2) periods, and teach two (2) periods. The Activity Director and the Athletic Director may not be the same unit member.

ARTICLE 9. EVALUATION PROCEDURES

- 9.1 Evaluation. The Teacher Assessment and Support Program will serve as the evaluation procedure for the district's certificated employees.
- 9.2 Any change to this program shall be made by mutual agreement of Federation and the District.
- 9.3 The District and Federation agree to a set of Standards for the Teaching Profession that establish satisfactory performance for certificated employees.
- 9.3.1 Standards for regular classroom teachers and counselors shall be in six (6) domains, currently outlined in the OUHSD Standards for the Teaching /Counseling Profession documents.
- 9.3.2 Additional Standards shall apply to Special Education Teachers in two (2) domains.
- 9.3.3 Psychologists, Counselors, Nurses, and Library Media Teachers have established standards, to define satisfactory levels of performance in the same format as the Standards for the Teaching Profession.
- 9.4 All certificated staff (including administration) shall be responsible for maintaining Professional Standards at all times.
- 9.4.1 As administrators observe in classrooms or work settings, they have the responsibility to identify any concerns related to the Professional Standards.
- 9.5 Self-Assessment. Each year, all certificated employees shall conduct a Self-Assessment. The Self-Assessment shall be in each domain and sub domain of the Continuum of Teacher Abilities. Using this Continuum, each teacher shall establish goals and objectives focusing on their own performance for the year.
- 9.5.1 Certificated employees shall not be obligated to share their Self-Assessment with anyone.
- 9.5.2 Employees shall sign the Self-Assessment completion form each year, stating they have completed the self-assessment and their goals and objectives for the year.
- 9.5.3 It is the responsibility of administrators to provide support to teachers with respect to their goals and objectives.
- 9.6 Once an employee has reached permanent status their next evaluations will be their fifth year of employment with the District. After the fifth year of employment with the District, the employee shall be on a three-year evaluation cycle. For all certificated unit members with permanent status, who are in their 11th year of employment with the District, and whose previous evaluation rated the employee as meeting or exceeding standards, the evaluation cycle shall be five years, if the evaluator and certificated employee being evaluated agree in writing. The certificated employee or the evaluator may withdraw consent at any time. These changes encourage focused evaluation of beginning teachers and are not intended to limit the principal's ability to observe classroom instruction and assure quality teaching and maintenance of professional standards. The options for evaluation are the following: Administrative, Partner or Portfolio. Additionally, the District will discuss an alteration of the evaluation cycle for an employee who obtains/maintains a certification from the National Board for Professional Teaching Standards during the

effective term of this Agreement.

9.6.1 Probationary, temporary, emergency, or categorical (non-permanent) employees will be evaluated annually on the Administrative Option for their first two (2) years. Administrators shall be responsible, by March of the second year, for certifying that the employee has met the Professional Standards in each domain applicable to them. Employees unable to meet each of the standards shall not be granted tenure.

9.6.1.1 The evaluation process shall be completed in sufficient time so that each teacher shall receive his/her evaluation no later than March 15.

9.6.1.2 The evaluator shall make formal observations of not less than 30 minutes.

9.7 Assistance. Any permanent teacher identified as performing below the Professional Standards shall be placed on pre-assistance or assistance. The primary purpose of this program is to improve the quality of classroom instruction and promote higher student achievement. Article 13: Peer Assistance and Review (PAR) program will be utilized to implement the assistance phase of this process.

9.7.1 Placement on Pre-Assistance shall occur prior to placement on Assistance.

9.7.1.1 Phase I. Pre-Assistance. Before a permanent teacher may be placed on Pre-Assistance, two (2) consecutive observations by the principal or designee of at least 30 minutes in duration shall occur. To be placed on Pre-Assistance, the principal or designee must find both observations "unsatisfactory." Placement on pre-assistance will coincide with placement in TASP (the administrative mandate referenced in this Evaluation Article).

9.7.1.1.1 After the first "unsatisfactory" observation, a written notice will be given to the teacher which will include the following information:

- A statement of the problem, including the Professional Standard the problem encompasses.
- A statement of the desired behavior.
- Date(s) the problem occurred.
- Date by which the problem is to be resolved.

9.7.1.1.2 Phase II—When a teacher is placed in Pre-Assistance, two (2) formal observations, including a pre and post-conference between the teacher and the principal or designee will take place. Pre-Assistance shall be at least ten (10) weeks in length. During this time, the Evaluating Teacher will be asked to provide input and assistance. After the Pre-Assistance period, the teacher will either be placed on Assistance (PAR) if the "unsatisfactory" area has not been corrected as shown by an "unsatisfactory" evaluation; or returned to the former evaluation option. If the problem is resolved, then no written record of the Pre-Assistance shall be placed in the employee's permanent Personnel File (although one may be preserved and filed if the teacher is placed on a Pre-Assistance Plan for the second time for the same or substantially similar problem area).

9.7.1.2 Phase III. Assistance. The duration of Assistance shall be a minimum of 20 weeks. Teachers on assistance are not eligible for transfer. Assistance includes intensified observations and conferences between evaluatee and the Evaluating Teacher, along with specific guidance and support, and a written Assistance Plan. The Assistance Plan shall include the following and shall become a part of the employee's permanent Personnel File.

- A statement of the problem and existing conditions.
- Specific objectives for the evaluatee.
- Specific methods and resources which the evaluatee will use to remedy the problem.
- Specific guidance that will be offered to the evaluatee.

9.7.1.2.1 Formal assistance is generally assigned for the entire school year. If, however, a teacher has corrected noted problems, he/she could be taken off Assistance.

9.7.1.2.2 If a unit member does not agree with placement on an Assistance Plan, the unit member may request that PAR Panel (Article 13.1.5) review documentation and make a recommendation for the Superintendent's consideration.

9.7.1.3 An employee who transfers shall take their evaluation option and cycle with them.

9.9 Personnel Files

9.9.1 Personnel File Contents and Inspection

9.9.1.1 Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

9.9.1.2 This material is not to include ratings, reports or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

9.9.1.3 Every employee shall have the right to inspect these materials upon request, provided that the request is made at a time when the person is not actually required to render services to the employing district.

9.9.1.4 Information of a derogatory nature, except material mentioned in 9.9.1.2 shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

9.9.1.5 Upon written authorization by an employee, a representative of the Federation shall be permitted to examine materials in said employee's personnel file.

9.9.2 Evaluation Documentation Files

- 9.9.2.1 An Immediate Administrator may maintain an Evaluation Documentation File for an employee assigned to the administrator's supervision.
- 9.9.2.2 That Evaluation Documentation File shall include any official observations of an employee, and any other pertinent information that may be considered for inclusion in the subsequent evaluation of the employee. If said observation and other pertinent information are not included in the subsequent evaluation of the employee, it shall be removed from the Evaluation Documentation File not later than the end of the school year in which the evaluation takes place, unless the process set out above in 9.7.1.1.2 has been utilized.
- 9.9.2.3 Information of a derogatory nature that is placed in the Evaluation Documentation File shall be done pursuant to the provisions of section 9.9.1.4 above.
- 9.9.2.4 An employee shall have access to the information contained in the employee's Evaluation Documentation File pursuant to the provisions of Sections 9.9.1.3, 9.9.1.4 and 9.9.1.5.

ARTICLE 10. PUBLIC CHARGES

- 10.1 Before material from public complaints which the District has determined should lead to discipline is entered into a unit member's file, the unit member shall be afforded the opportunity for a hearing before the Superintendent, or his designee.
- 10.2 Provided that the allegations of unit members misconduct do not raise issues of possible criminal conduct, the unit member shall have a written explanation of the public complaint within ten (10) days of receipt by the District.
- 10.3 If the unit member requests a joint meeting, one shall be arranged between the complainant and/or his representative and the unit member and/or his representative. The District and the Federation may be present at this meeting.
- 10.3.1 The administrator responsible for the unit member will examine the available evidence, interview the unit member, and determine whether discipline is warranted.
- 10.3.2 If the administrator determines that discipline is warranted, a hearing will be scheduled at which the unit member is entitled to representation and to present evidence on his or her behalf. The unit member shall be presented written charges and the name of the complainant(s) in sufficient time such that the unit member has an opportunity to prepare a response. The burden of proof is on the District to prove misconduct.
- 10.4 If the Superintendent determines that discipline is not warranted, no record of any complaint on the matter will be contained in the unit member's personnel file.
- 10.5 Nothing in this article is intended to interfere with the District's responsibility to comply with the Child Abuse Reporting laws.
- 10.6 Except as otherwise required by law, complaints concerning unit members made publicly at the Board Meetings will be referred to this process procedure.

ARTICLE 11. LEAVES

11.1 Bereavement Leave

- 11.1.1 Purpose. The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family, domestic partner, or the death of a relative living in the immediate household of the employee. Immediate family shall mean: mother, father, grandmother, grandfather or grandchild of the employee or spouse of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law or father-in-law of the employee, or any relative living in the immediate household of the employee. Any state or federal law applicable to the Oxnard Union High School District, which expands this definition, will supersede this definition.
- 11.1.2 Procedure. Employees exercising this leave of absence provision shall notify their immediate Administrators as soon as possible as to expected duration of the absence.
- 11.1.3 Provision. An employee shall be granted one (1) day of fully paid leave to attend the funeral of a relative, other than a member of the employee's immediate family or household. An employee shall be granted up to five (5) days of fully paid leave for a death in the employee's immediate family. It is understood that an employee may use personal necessity leave for the death of other than immediate family members as listed in 11.1.1 without prior approval. In addition, the District shall grant the following bereavement leave benefits for a death in the employee's immediate family: for the sixth through the tenth consecutive day, fully paid leave shall be granted, minus either the cost of the substitute teacher's salary, or minus the absent teacher's daily rate of pay, whichever is less; for the eleventh consecutive day or more, the teacher will receive no compensation.
- 11.1.4 Compensation. Compensation for bereavement leave shall be made pursuant to section 11.1.3 above. Days one through five of Bereavement Leave are not deducted from employee's sick leave.
- 11.1.5 Return to Service
- 11.1.5.1 Upon return to active service, the employee shall promptly complete the appropriate absence form and submit it to the employee's immediate Administrator.
- 11.1.5.2 Employees shall provide, upon District request, additional verification of the use of this leave provision.

11.2 Industrial Accident and Illness Leave

- 11.2.1 Purpose. An employee who suffers an industrial accident, illness or injury incurred within the course and scope of employment, shall be entitled to a leave of absence with pay, as specified in this Article.
- 11.2.2 Procedure. An employee who has sustained a job-related injury shall, when physically able, report the injury within one (1) workday to the employee's immediate or an appropriate Administrator. An employee shall, when physically able, report any illness to the employee's immediate or an appropriate administrator within one (1) workday of knowledge that the illness is an alleged industrial accident.

11.2.3 Requirements

- 11.2.3.1 Allowable leave shall be for not more than 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.
- 11.2.3.2 Allowable leave shall not be accumulated from year-to-year.
- 11.2.3.3 Industrial Accident or Illness Leave shall commence on the first day of absence.
- 11.2.3.4 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 11.2.3.5 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 11.2.3.6 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state. Such travel shall be authorized when necessary for medical treatment by an attending physician.
- 11.2.3.7 During any industrial paid leave of absence, workers' compensation checks are payable directly to the District. The District, in turn, shall issue the employee appropriate salary checks for payment of the employee's salary and shall deduct normal retirement and other authorized contributions. Upon conclusion of this industrial paid leave, an employee may utilize any available Sick Leave benefits providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.
- 11.2.3.8 The governing board may, by rule or regulation, provide for such additional leave of absence for Industrial Accident or Illness, as it deems appropriate. Requests for additional leave shall be submitted through the Assistant Superintendent-Human Resources of the District. District approval or denial of additional leave of absence for Industrial Accident or Illness shall not be subject to the Grievance and Arbitration Procedures Article of this Agreement (Article 7).

11.2.4 Return to Service. An employee shall be permitted to return to service after an industrial accident or illness leave involving a temporary disability award only upon the presentation of a release form from the authorized Ventura County Self Insurance Workers' Compensation Authority physician certifying the employee's ability to return to the employee's position classification without restriction or detriment to the employee's physical and emotional well-being.

- 11.2.4.1 Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.3 Jury Duty Leave.

- 11.3.1 Purpose. Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
 - 11.3.1.1 Certificated employees will not receive time off for participation on a Grand Jury.
- 11.3.2 Procedure. Upon receiving notification of a judicial or official appearance request, the employee shall inform the employee's immediate Administrator of said notification. The employee seeking an official Jury Duty Leave shall submit a request accompanied by a copy of the notification for an approved absence to the immediate Administrator. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave, unless such official notification was received less than ten (10) days prior to the appearance date. All unit members are encouraged to exercise their responsibilities to the judicial system as jurors and the District supports its responsibility to provide jury duty leave. However, the Superintendent, or designee, may elect to exercise his responsibilities pursuant to the Education Code when he determines that service would be inimical to the education of students.
- 11.3.3 Provision. An employee shall be granted a leave of absence not to exceed the duration of the requirements for participation and appearance.
- 11.3.4 Compensation. An employee granted a Jury Duty Leave under these provisions shall be granted full District compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.
- 11.3.5 Return to Service. Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.4 Legislative Leave

- 11.4.1 Purpose. A leave of absence shall be granted to employees who are elected to the California State Legislature or any other full-time state-wide elected office.
- 11.4.2 Eligibility. An employee covered by this Agreement who has achieved permanent status within the District is eligible.
- 11.4.3 Procedure. An employee elected to the California State Legislature may request a legislative leave of absence to fill the term of office. Said requests shall be submitted not later than 15 days after being elected to office.
- 11.4.4 Requirements. During the terms of Legislative Leave of Absence, the employee may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon between the District and the employee on legislative leave.
- 11.4.5 Compensation. Except as provided above, an employee shall receive no District

compensation while on legislative leave.

11.4.6 Return to Service. The employee shall, within six (6) months of the expiration of the term of office, be entitled to return to the position held at the time of election. Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred. Reinstatement shall be made at the salary to which the employee would have been entitled had legislative leave not been utilized.

11.5 Personal Leave of Absence (unpaid)

11.5.1 Purpose. An employee may request a Personal Leave of Absence for reasons of study, family hardship, extended health rehabilitation, or other reasons.

11.5.2 Eligibility. Any employee covered by this Agreement is eligible.

11.5.3 Procedure. An employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the requested leave.

11.5.3.1 For personal absences of five (5) working days or less, the employee shall submit the request described herein to the Superintendent not less than ten (10) working days prior to the beginning date of the leave unless knowledge of the need for leave occurred less than ten (10) days prior to the beginning leave date. The decision of the Superintendent for approval or denial of these requests shall be final.

11.5.3.2 In instances of requests for personal absences in excess of five (5) days, but not more than 20 days, the procedures described above shall be followed, but authorization must involve prior Board approval.

11.5.3.3 For personal absence in excess of 20 working days, leave requests shall be limited to the balance of the current school semester or current school year, or a full school year if said leave begins prior to the start of that year. The employee shall submit the request described herein to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Trustees. The decision of the Board for approval or denial of these requests shall be final.

11.5.4 Provisions. This provision applies solely to the employee who accepts gainful employment when on Personal Leave of Absence from the District, provided that the employee meets the following conditions: (1) the leave may only be taken for up to one (1) year (two semesters) and may not be repeated for at least five (5) years following the expiration of the leave; (2) the leave must begin with the beginning of a semester and end with the end of a semester; (3) the leave may not be used for employment as a teacher or administrator for either private or public K-14 education within the USA; (4) the employee must provide notice of return no fewer than 90 days from the scheduled date of return for the spring semester and on or before March 1 for the fall semester; and (5) an employee may return early from the leave only with the mutual agreement of the District and the employee.

11.5.5 Compensation. Any personal leave of absence that may be granted under these provisions shall be without compensation and the District decision to approve or deny the request shall not be subject to the Grievance and Arbitration Procedures.

11.5.6 Return to Service. If at the time of reinstatement an employee no longer has the non-permanent credential authorization utilized at the time the leave was granted, the employee may be terminated by the District, unless an appropriate alternative vacancy exists for which the employee is qualified. If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties of the employee's position classification without restrictions or detriment to the employee's physical or emotional well-being.

11.5.6.1 Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists. If no position exists, then the involuntary transfer language will be used to determine who must be transferred. If the employee has been granted an unpaid personal leave of absence, the employee shall have these return rights only upon return from the first unpaid personal leave of absence. When returning from subsequent unpaid personal leaves of absence, the employee may be reinstated to any certificated position in the District for which the employee is credentialed to hold.

11.6 Personal Necessity Leave

11.6.1 Purpose. Personal Necessity Leave may be utilized for compelling personal circumstances or business which cannot be expected to be disregarded, which cannot be dealt with during off-duty hours, which represent an imminent danger to the employee's immediate family/personal property, and which are not directly or indirectly related to any individual employee or Federation concerted activity (as referred to in Article 24) in this District or any other governmental or private agency.

11.6.2 Eligibility. An employee of this unit who has sufficient unused Sick Leave credit is eligible. Personal Necessity Leave will be deducted from the unused sick leave credit.

11.6.3 Procedure. Employees shall submit for Personal Necessity Leave approval on a District-approved form to the immediate Administrator normally not less than five (5) work days prior to the beginning date of the leave, and the immediate Administrator shall advise the employee in writing of the approval or denial of the request normally one (1) working day prior to the requested beginning date of the leave. The prior approval required for Personal Necessity Leave shall not apply to the following reasons:

11.6.3.1 Death or serious illness of a member of the employee's immediate family or household.

11.6.3.2 Accident involving person or property, or the person or property of the employee's immediate family or household.

11.6.3.3 Discretionary Personal Necessity Leave: Discretionary Personal Necessity Leave days (DPNL) are days a unit member may use at his or her own discretion, without providing written or verbal justification for said leave.

Unit members will earn Discretionary Personal Necessity days based on the number of sick leave days accumulated and recorded on the September pay check. The following scale will be used to determine Discretionary Personal Necessity Leave days:

- a. Three (3) to 30 days accumulated sick leave = three (3) DPNL day.
- b. Thirty-one (31) to 60 days accumulated sick leave = four (4) DPNL days.
- c. Sixty-one (61) or more days accumulated sick leave = five (5) DPNL days.

In the event that the number of unit members at a school/program requesting DPNL leave will interfere, due to excessive absenteeism or other circumstances, with the normal functioning of the school/program and would result in severe hardship for the school/program, the DPNL leave may be denied. DPNL cannot be used to seek or engage in remunerative employment or for concerted activities.

- 11.6.4 Requirements. An employee may not use more than seven (7) days per year (based on a 184 day work year) of accumulated Sick Leave for purposes of approved Personal Necessity Leave, usable in half-day increments, at the election of the employee.
- 11.6.5 Compensation. An employee shall receive full compensation for not more than seven (7) days per year of approved Personal Necessity Leave.
- 11.6.6 The employer shall provide, upon District request, additional verification of the use of these leave provisions.

11.7 Sick, Injury, Maternity Disability, or Quarantine Leave

- 11.7.1 Purpose. The purpose of Sick Leave utilization shall be for physical and mental disability absences which are caused by illness, injury, maternity disability, or quarantine.
- 11.7.2 Procedure. An employee, covered by this Agreement, working five (5) days per week for a full contract year, shall be annually entitled to ten (10) days of leave of absence for the purpose of Sick Leave utilization. An employee shall be able to use half of annual sick leave allocation (i.e., five (5) days if 10 month, six (6) days if 12 months) for the illness of employee's spouse, child or parent. Upon return from such leave, the employee shall report the relationship requiring the absence so that the District may accumulate the total for mandated costs. An employee covered by this Agreement, working less than full-time, shall be entitled to Sick Leave in the same ratio that the employee's employment bears to full-time employment. Sick Leave credit shall not be earned during any period of Summer School service.
 - 11.7.2.1 Unused Sick Leave shall accrue from school-year to school-year without limit.
 - 11.7.2.2 At the beginning of each school year, every unit member shall be credited in advance for that school year all Sick Leave entitlement and any accrued Sick Leave.
 - 11.7.2.3 On a monthly basis, the District shall notify in writing, all unit members of

the total number of hours accumulated Sick Leave including those hours they are entitled to for the current school year.

- 11.7.2.4 An employee exercising this leave of absence provision, shall notify the immediate Administrator of the employee's need to be absent from service as soon as known, and shall make every effort to provide such notice in time to secure substitute service. The notification described herein shall also include an estimate of the expected duration of the absence.
- 11.7.2.5 An employee becoming aware of the need for absence due to surgery, maternity, or other predictable or previously scheduled cause, shall submit a statement from the employee's attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of return to active service.
- 11.7.2.6 Upon retirement from District service, a certificated unit member's accumulated sick leave hours for final CalSTRS compensation shall include those accrued both within adult education and the regular program.
- 11.7.2.7 On account of maternity or paternity leave taken pursuant to Government Code section 12945.2, unit members shall be entitled to differential pay to the extent required and under the conditions outlined in Education Code section 44977.5. In accordance with Education Code section 44977.5, maternity or paternity leave means leave for the reason of the birth of a child of the employee, or placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

11.7.3 Provision. Days of sick leave absence shall be computed in hourly increments.

11.7.4 Compensation

- 11.7.4.1 All unused Sick Leave credit may be used by the employee for Sick Leave purposes during the work year (Article 18) without loss of compensation.
- 11.7.4.2 During each school year, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of 100 days, the employee shall be entitled to the difference between his or her pay and the amount either paid or which would have been paid a substitute. An employee shall not be provided more than 100 days per illness or accident. However, if a school year terminates before the 100 days is exhausted, the employee may take the balance of the 100 days in a subsequent school year. (Education Code 44977)
- 11.7.4.3 When an employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond 100 days provided pursuant to 11.7.4.2, and the employee is not medically able to return to work, he or she shall be placed on a re-employment list for 24 months if probationary and 39 months if permanent. If during that time, the employee shall be medically able to return to work, he or she shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month

and 39-month period shall begin with the expiration of the 100 days leave.
(Education Code 44978.1)

11.7.5 Return to Service

- 11.7.5.1 Upon return to active service, the employee shall promptly complete the District absences form and submit it to the immediate or appropriate Administrator.
- 11.7.5.2 The employee shall provide, upon District request, additional verification of the use of these leave provisions. In instances of Sick Leave absence of six (6) consecutive days or more, an employee shall, upon completion of the District absence form, attach a statement from his or her attending physician certifying the cause of absence.
- 11.7.5.3 An employee who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to the employee's position classification without restriction or detriment to the employee's physical or emotional well-being.
- 11.7.5.4 Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.8 Health Rehabilitation Leave

- 11.8.1 Purpose. Subject to the conditions specified in this section, the purpose of Health Rehabilitation Leave of Absence shall be to provide an employee with an unpaid leave of absence for a period not to exceed one (1) year, for reasons of health rehabilitation, as certified by the employee's attending physician.
- 11.8.2 Procedure. A permanent employee covered by this Agreement who has exhausted all accumulated sick leave, including the five (5) continuous school month differential pay period described in section 11.7.4.2 of this Agreement, shall be granted upon request, a Health Rehabilitation Leave of Absence from District service. An employee shall submit a request for a Health Rehabilitation Leave to the Superintendent as far in advance of the beginning date of the leave as possible.
- 11.8.3 Provision. A Health Rehabilitation Leave of Absence shall be limited to one (1) full school year. An employee shall not accept gainful employment while on Health Rehabilitation Leave of Absence from the District except with prior District approval. District approval shall be granted when an employee's attending physician states that an employee is not able to perform District duties without physical or emotional detriment, but may perform specified gainful employment outside the District.
- 11.8.4 Compensation. An extended Health Rehabilitation Leave of Absence shall be granted without compensation.
- 11.8.5 Return to Service. If at the time of reinstatement an employee no longer has the non-permanent credential authorization utilized at the time the leave was granted, the employee may be terminated by the District, unless an appropriate alternative vacancy exists for which the employee is qualified. The employee shall

be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restriction or detriment to employee's physical or emotional well-being.

11.8.5.1 Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.9 Child Rearing Leave

11.9.1 Purpose. An unpaid leave of absence shall be granted to an employee following the birth or adoption of a child.

11.9.2 Procedure. After the birth or adoption of an infant child, an employee may submit a request for an unpaid leave of absence for the purpose of child rearing. Said request shall be submitted in writing to the Superintendent, or designee, as far in advance of the requested commencement of the leave as possible.

11.9.3 Provision. The unpaid Child Rearing Leave shall be limited to the remainder of the semester in which birth or adoption of the child occurs, plus the following school semester.

11.9.4 Compensation. A Child Rearing Leave of Absence shall be without compensation.

11.9.5 Requirement. An employee shall not accept gainful employment while on Child Rearing Leave of Absence from the District.

11.9.6 Return to Service. The employee shall return to District service in accordance with the conditions of the approved Child Rearing Leave. If at the time of reinstatement the employee no longer holds the non-permanent credential authorization utilized at the time the leave was granted, the employee may be terminated by the District, unless an appropriate alternative vacancy exists for which the employee is qualified.

11.9.6.1 Return to service after leave, except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.10 Family Leave

11.10.1 The District shall comply with the requirements of state and federal law dealing with family leave.

11.11 Pregnancy Leave (Non-Disability)

11.11.1 Purpose. An unpaid leave of absence shall be granted to an employee prior to the onset of the period of disability related to birth.

11.11.2 Procedure. A pregnant employee desiring a pregnancy leave of absence, as provided for herein, shall submit a request for an unpaid pregnancy leave of absence. Said request shall be submitted in writing to the Superintendent as far in

advance of the requested commencement of the leave as possible. Said request shall be accompanied by the attending physician's statement indicating the probable date of delivery.

11.11.3 Provision. The duration of the unpaid pregnancy leave shall be limited to that portion of the semester in which delivery is expected, plus the preceding semester. The actual commencement date of the leave shall be dependent upon the availability of a suitable replacement, and shall usually begin at normal breaks in the school year.

11.11.4 Compensation. A pregnancy leave of absence shall be without compensation.

11.11.5 Requirement. An employee shall not accept gainful employment outside the District while on a pregnancy leave of absence.

11.11.6 Return to Service. The employee shall return to District service in accordance with the conditions of the approved pregnancy leave. If at the time of reinstatement the employee no longer holds the on-permanent credential authorization utilized at the time the leave was granted, the employee may be terminated by the District, unless an appropriate alternative vacancy exists for which the employee is qualified.

11.11.6.1 Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.12 Federation Leave of Absence

11.12.1 As defined and limited herein, up to 20 days per year of paid leave of absence shall be granted to the Federation President, or designee, for legitimate Federation purposes. Said leave may not be used for matters contemplated in Article 24 of this Agreement that involve the Oxnard Union High School District or any other public agency. If at all possible, advance notice to utilize Federation Leave shall be submitted to the Superintendent.

11.12.2 In addition to the provisions in 11.12.1 above, the Federation may request eight (8) additional days of leave of absence per year for legitimate Federation business. Said leave may not be used for matters contemplated in Article 24 of this Agreement that involve the District or any other public agency. For days of leave granted pursuant to this subsection, the Federation shall promptly reimburse the District for substitute salary costs.

11.12.3 Notwithstanding the provisions of sections 11.12.1 and 11.12.2 above, no one individual shall use more than 20 days per year for Federation Leave.

11.13 Sabbatical Leave Policy

11.13.1 Sabbatical leave may be granted in order that an employee may engage in professional study or travel. The District can deny Sabbatical requests based on the criteria listed in section 11.13.5.1. It is understood that such leave is not granted as a reward for work already performed, but rather as an opportunity to prepare for improved services in the unit member's subject area or assignment within the Oxnard Union High School District.

- 11.13.2 Sabbatical Leave for Travel. Requests for leave under this provision will be considered only if the proposed travel (1) relates in a clearly demonstrable manner to the applicant's subject area or assignment, and (2) can be clearly demonstrated to make an outstanding contribution in the applicant's subject area or assignment within the Oxnard Union High School District.
- 11.13.3 Sabbatical Leave for Professional Study. Leaves will be granted under this provision only if the proposed program of study (1) relates to the subject area of the unit member's primary assignment; (2) makes an outstanding improvement to the applicant's service to the District; and/or (3) prepares an applicant for teaching in areas of identified District need. Professional study is enrollment in a recognized institution of higher learning in the classification of a full- or part-time student.
- 11.13.4 Sabbatical Leave, Method of Payment
- 11.13.4.1 Salary for a full year of Sabbatical Leave may be paid in two (2) equal annual installments during the first two (2) years following the return from Sabbatical Leave, unless the employee furnishes a suitable bond indemnifying the district against loss in the event that the employee fails to render at least two (2) years of service to the District following return from Sabbatical Leave.
- 11.13.4.2 The salary for one (1) semester of Sabbatical Leave will be paid in two (2) equal semester installments during the first two (2) semesters following the return from Sabbatical Leave, unless the employee furnishes a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) semesters of service to the District following return from Sabbatical Leave.
- 11.13.4.3 If the employee furnishes a suitable bond, then the employee shall be paid while on Sabbatical Leave in the same manner as if the employee were working in the District, including fringe benefits.
- 11.13.5 Sabbatical Leave, Number of Employees. The number of employees on Sabbatical Leave during any one (1) semester shall not exceed fifteen (15). In case more than fifteen (15) of the eligible employees apply for Sabbatical Leave during any one (1) semester, the granting of such leave shall be governed by the priority of the date of application, reasonable distribution of applicants by departments, seniority, relative merits or reasons for leave, and whether applicant has been granted previous leave.
- 11.13.5.1 The district retains the right to deny sabbatical leave requests should: 1) the requesting party not be eligible; 2) should an excessive number of sabbatical leave requests be made (15 unit members) or 3) for financial reasons.
- 11.13.6 Sabbatical Leave, Accident or Illness. If an accident or serious illness occurs during a Sabbatical Leave, thus interrupting the program of study or travel, the absence shall be considered as absence on account of illness, provided the Superintendent has been promptly notified of such accident or illness. Notification shall be made by registered letter, mailed within ten (10) days after the accident or illness. A medical report, by a practicing physician acceptable to the District, must be filed with the Superintendent, or immediately following, the notification of accident or illness. The District reserves the right to request additional information before classifying the accident or illness as coming under the terms of the District's absence on account of illness policy.

- 11.13.7 Return to Service. Return to service after leave, except as otherwise noted in this agreement, will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.
- 11.13.8 Sabbatical Leave Report. Each employee who has been on a Sabbatical Leave shall file with the Superintendent a written report not later than 30 days after return to active duty. Such report shall contain detailed data as to the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or school, and any other data necessary for a report satisfactory to the District. If any compensation has been received for any employment or appointment accepted during Sabbatical Leave, the employee's report shall include the nature and extent of, the name and address of the employer or employers for whom the unit member may have performed, and the total amount of income received for such employment.
- 11.13.9 Sabbatical Leave Eligibility. All unit members will be eligible for Sabbatical Leave and service as an employee will be criterion considered, as well as the other criteria. Any employee who has satisfactorily completed seven (7) full years of service in the Oxnard Union High School District shall be eligible to apply for Sabbatical Leave once in each eight (8) years. A full year of service shall consist of 75% of the teaching days in a school year, without absence for illness or other cause.
- 11.13.10 Sabbatical Leave Application. Applications for Sabbatical Leave shall be made to the Board of Trustees through the Superintendent. The application shall give evidence of satisfactory service, reasons for desiring leave, length of leave, signatures of approval, and any other data necessary to provide an adequate basis for granting such a leave. Any employee eligible for Sabbatical Leave shall make application at least 90 days prior to the beginning of the semester when such leave is desired. Applicants shall be notified no later than 45 days from the time a completed application is received.
- 11.13.11 Sabbatical Leave Physical Examination. A part of the application papers shall include a physical examination by a physician or physicians approved in advance by the Oxnard Union High School District, ascertaining the applicant's physical fitness to pursue the graduate study or travel as proposed in the request for leave. The cost of this examination shall be borne by the applicant.
- 11.13.12 Sabbatical Leave Length. Sabbatical Leave shall be granted for not less than one (1) full semester nor more than two (2) full consecutive semesters. Leave for fractional part of a semester is not permitted. Any employee who requests such leave for the second semester of any school year must have completed a minimum of 68 days of service during the first semester of that same school year.
- 11.13.13 Sabbatical Leave, Amount of Compensation. Any employee on Sabbatical Leave, who has complied with the provisions under which such leave was granted, shall receive as compensation one-half of the salary the employee would have received, according to the District's salary schedule in force, had the employee remained in this position. The sum of the amount the employee received from the District while on Sabbatical Leave and payment received from any outside position shall not exceed what the employee would have earned if the employee had not been on leave. Sabbatical Leave shall count as a regular period of service, and shall not interrupt the unit member's progress on the salary

schedule.

11.13.13.1 The employee shall receive fringe benefit coverage in the same manner as a full-time employee providing suitable bond has been posted.

11.13.14 Sabbatical Leave, District Liability. The Oxnard Union High School District shall not be held liable for the payment of any compensation or damage arising from the death or injury of any employee on Sabbatical Leave.

11.13.15 Certificated employees on sabbatical leave shall receive 50% STRS credit. Employees will accumulate 50% of their Sick Leave for the year on sabbatical.

11.14 Exchange Leave of Absence. Leaves of absence may be granted to unit members upon their acceptance under the terms of the International Education Exchange Program. Employees shall be eligible for leave under this section after completion of three (3) consecutive years of successful certificated service in the District. Payment by the District for an Exchange Leave of Absence shall be in accordance with the terms of the International Education Exchange Program. These terms are filed in the District Office.

11.14.1 Return to Service. Return to service after leave, except as otherwise noted in this agreement, will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.15 Military Leave of Absence. A Military Leave of Absence shall be arranged between the individual unit member and the Board of Trustees through the Superintendent in compliance with federal and state regulations. Upon return to his position in the District, the employee shall have all the rights and privileges which the employee would have enjoyed had the employee not been absent from the District. The employee will advance on the salary schedule as if the employee had been employed in the District.

11.15.1 Return to Service. Return to service after leave, except as otherwise noted in this agreement, will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred.

11.16 Part-Time Service Leave

11.16.1 Purpose. An unpaid leave of absence for that portion of the assignment the employee wishes to be on leave will be granted for those employees desiring part-time service, provided that an adequate replacement may be timely obtained.

11.16.2 The leave will be granted for one (1) year.

11.16.3 Employees should submit their leave applications no less than 90 days prior to the beginning of the semester in which the leave is desired.

11.16.4 Part-Time Employee Fringe Benefits Schedule

Semester Schedule

4/5 assignment - 80% District/20% Employee

3/5 assignment - 60% District/40% Employee

2/5 assignment - 40% District/60% Employee
1/5 assignment - 20% District/80% Employee

Trimester Schedule

3/4 assignment – 75% District/25% Employee
1/2 assignment – 50% District/50% Employee
1/4 assignment – 25% District/75% Employee

All full-time certificated bargaining unit members shall receive fringe benefits as per the existing contract.

11.16.4.1 Part-Time Teachers. The District agrees to make a good faith effort to have the assignment of part-timers continuous beginning with the first period. If that schedule is not feasible, the principal shall meet and explain the assignment to the part-time teacher.

11.17 Catastrophic Leave

11.17.1 An employee who is suffering from a catastrophic illness or injury may request that eligible leave credits be donated for his/her use.

11.17.1.1 "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.

11.17.1.2 An employee who is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.

11.17.1.3 An employee suffering from a catastrophic illness or injury shall provide verification by means of letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of illness or injury.

11.17.1.4 A committee composed of three (3) teachers and two (2) administrators shall determine that the employee is unable to work due to catastrophic illness or injury or has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of sick leave credits.

11.17.1.5 The maximum benefit to be received by an employee for any single catastrophic illness or injury is two (2) consecutive semesters.

11.17.1.6 Any employee who receives paid leave pursuant to this program shall use any sick leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

11.17.2 Catastrophic illness or injury is also defined as an illness or injury which incapacitates a member of the employee's immediate family as defined in Education Code Section 44985.

11.17.2.1 The catastrophic illness or injury must require that the employee take

- time off from work for an extended period of time to care for the immediate family member.
- 11.17.2.2 The employee must exhaust all accrued paid leave credits before using donated leave credits.
 - 11.17.2.3 An employee, whose immediate family member is suffering from a catastrophic illness or injury, must request the donation of eligible leave credits in writing.
 - 11.17.2.4 The employee shall provide verification of catastrophic illness or injury for his/her immediate family member by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
 - 11.17.2.5 The Superintendent, or designee, shall determine that the employee is required to take time off work for an extended period of time to care for the immediate family member and has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of accrued sick leave credits.
 - 11.17.2.6 The maximum benefit to be received by any employee for any single catastrophic illness or injury of an immediate family member is two (2) consecutive semesters.
 - 11.17.2.7 Any employee who receives paid leave pursuant to this program shall use any sick leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.
- 11.17.3 Employees may donate leave credits to a specific employee when that employee or a member of his/her immediate family, suffers from a catastrophic illness or injury, the employee is unable to work, and the employee has exhausted all accrued paid sick leave credits.
- 11.17.3.1 Eligible leave credits are defined as accumulated days of sick leave donated to the said employee. Donated credits will be deducted from the donor's sick leave balance.
 - 11.17.3.2 Eligible leave credits are to be donated in period increments.
 - 11.17.3.3 Five (5) periods of credit will equal one (1) day.
 - 11.17.3.4 All certificated employees will be eligible to donate period substitution.
 - 11.17.3.5 An employee wishing to donate accrued leave credits to a specific employee under this agreement shall complete, sign, and deliver a form designating the number of leave credits to be donated, acknowledging that his/her transfer of used leave credits is irrevocable.
 - 11.17.3.6 The committee shall inform employees of the means by which donations may be made in response to the employee's request.

- 11.17.3.7 Credit donations will be time and date stamped as received by the Human Resource office. All sick leave donations will be used in order of receipt. In the event that more leave is donated than is needed, the sick leave will be returned to donors in reverse order of receipt of donation.
- 11.17.3.8 The maximum leave credits cannot exceed two (2) consecutive semesters.
- 11.17.3.9 An employee on Catastrophic Leave shall receive the difference between the employee's regular salary and that of the long-term substitute rate. In order to qualify for differential pay, an employee shall first utilize all accumulated sick leave credit.

ARTICLE 12. TRANSFER AND REASSIGNMENT

- 12.1 Reassignment is defined as a change of assignment between departments within a school or job site.
- 12.1.1 Involuntary reassignment shall not be made in an arbitrary fashion.
- 12.1.2 Voluntary reassignments shall consider the recommendation of the receiving department chair, the needs of the job site for teachers within the subject matter area the teacher wishes to leave, and the criteria in Article 12.3.5. Teachers with five (5) or more years of service in a SPED assignment shall not be denied a transfer request when a vacancy exists subject to the following: A qualified replacement has been hired prior to the District's annual transfer meeting; and a maximum of three (3) teachers based on District-wide seniority are eligible for this exemption and must apply prior to March 1.
- 12.2 Transfer is defined as a change from one school or work site, to another school or work site within the District.
- 12.3 Voluntary Transfers and Reassignments
- 12.3.1 A listing of tentative vacancies for which the District will interview shall be posted annually in each school on or about March 30 and April 15. The transfer or reassignment closing date will be April 30. Those employees applying within this window shall receive placement prior to consideration of outside applicants.
- 12.3.2 Vacancies occurring after April 15 but prior to August 1 shall be posted to the District's internet home page, school sites, and emailed to any employee who has requested a transfer to the site where the vacancy has occurred. Employees who have not applied for transfer or reassignment prior to April 30 will receive no priority consideration.
- 12.3.3 Any vacancies that occur between August 1 and the first day of school year will be offered to properly credentialed unit members who are on the existing transfer list.
- 12.3.4 Vacancy postings will set time deadlines for submitting applications. Postings will include screening procedures, approximate dates, the needs of the school for adjunct and extracurricular responsibilities for that school year, specific abilities needed, and specific programmatic needs.
- 12.3.5 Possession of appropriate credentials, major or minor, extracurricular skills and willingness to serve, employee preference and career goals, specified adjunct duty needs, and competence within a targeted program area shall be considered in request for voluntary transfer. Each advertisement of advancement vacancies will set time deadlines for submitting applications. The advertisement will spell out screening procedures and approximate dates. An interview may be held by a site administrator to assess whether applicants meet the above criteria. If more than one (1) applicant is fully qualified for the position, then the applicant with seniority in the district shall be selected.
- 12.3.6 The District shall post all vacant bargaining unit positions; a vacant position is one within the unit for which a new employee may be hired.

12.3.6.1 Unit members wishing to receive notice of transfer opportunities during the summer shall provide the District with stamped, self-addressed envelopes adequate to allow mailing of unit member notices of vacancies.

12.3.7 The employee shall submit a signed copy of the position announcement and current resume to the Assistant Superintendent-Human Resources and provide their current principal a copy of same.

12.3.8 Each applicant will be contacted by the principal of the school with the vacancy and make provisions for an interview. Within a reasonable time, that principal will notify the applicant of the status of the transfer.

12.3.9 The District Office will notify all applicants once the decision has been made and action taken by the Board.

12.4 Involuntary Transfers

12.4.1 Involuntary Transfers may be made for the following reasons: enrollment shifts or trends; program reduction or elimination; educational course or program requirements; disciplinary or school climate requirements, provided that the conduct requiring discipline has been documented to at least Level Two or that the investigated circumstances impacting school climate have been set out in writing by the administration; state or federal requirements.

12.4.2 With the exception of individuals being transferred under disciplinary or school climate requirements, it shall be the most junior member meeting the following criteria defined in 12.4.3 who shall be transferred. Seniority shall be determined district-wide rather than site-level.

12.4.3 Involuntary transfers by the District shall be based on the following criteria: credential authorization, state and federal mandates relative to the requirements of the position, and co-curricular needs limited to Levels 1, 2, and 3 (excluding assistant coaches) from the extra duty classification levels and, to the extent possible, Department Chairs.

12.4.4 Involuntary transfers will not be made in an arbitrary or capricious fashion.

12.4.5 Except in unusual circumstances, individual teachers shall not be involuntarily transferred more than once in three years.

12.4.6 Those to be involuntarily transferred may indicate a preference of assignments to the Superintendent.

12.4.7 Those to be involuntarily transferred shall, upon written request, have written reason for the impending transfer from the Superintendent.

12.4.8 In subsequent school years, priority consideration to return to a former worksite will be given to a request from an employee who was involuntarily transferred from said site in the past, provided the employee is properly qualified for said vacancy and the reasons for the transfer no longer exist, and the transfer is in compliance with Education Code § 35036.

12.4.9 If a unit member who was transferred involuntarily due to enrollment shifts and/or decline, or boundary changes, the unit member shall be offered the first opportunity to return to the unit member's school if a subsequent vacancy develops in the department from which the employee had been involuntarily

transferred.

12.4.10 Involuntary transfers shall not result in loss of contract salary, seniority, or fringe benefits.

12.4.11 In the event there is a unification, the District and Federation agree to meet and negotiate the ramifications of the action, including but not limited to involuntary transfer, layoff, unit share adjustments, priorities for assignment, and related topics. In any case, the District shall comply with the statutory processes required for unification.

ARTICLE 13. PEER ASSISTANCE AND REVIEW PROGRAM

It is intended that this program will be funded by PAR money generated and will be no cost to the District's General Fund. It is further intended that funds received by the PAR programs will be 100% spent on this program.

13.1 There shall be a Peer Assistance and Review (PAR) Program (hereinafter referred to as "PAR") for all unit members who have permanent/tenured status and regular teaching assignments; those unit members excluded are nurses, speech and language therapists, psychologists, Library Media Teachers and counselors. PAR shall consist of four (4) distinct components.

13.1.1 Permanent Teacher Intervention Program - Voluntary

13.1.1.1 This component shall provide peer assistance and review to all teachers with permanent /tenured status in the District. Participation is voluntary.

13.1.1.2 Permanent teachers desiring assistance in improving their teaching may apply for such assistance on a confidential basis. Participation in the voluntary program does not preclude placement in the mandatory program. Documentation will not be placed in the personnel file so long as participation continues on a voluntary basis.

13.1.2 Permanent Teacher Intervention Program – Mandatory

13.1.2.1 This component shall provide intervention to permanent teachers who receive two (2) consecutive "unsatisfactory" observations. Participation in this component is mandatory. A permanent teacher who receives "unsatisfactory" observations will enter a ten-week Pre-Assistance Program per Article 9.7.1.

13.1.2.1.1 An "unsatisfactory" observation will be based on Article 9.7.1.1 of this agreement. The observation shall reflect an overall "unsatisfactory performance as related to the adopted Standards for the Teaching Profession.

13.1.2.2 The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been observed as "unsatisfactory" by the principal /designee. The prime focus of this Program is to provide assistance to renew quality teaching.

13.1.2.2.1 This Program shall not deal with teacher's employment issues, which arise accusations of neglect of duty or misconduct.

13.1.2.3 Assistance and remedial efforts shall be intense and multifaceted, and shall be preceded by a conference when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the Consulting Teacher. If the referred teacher so desired, Federation shall also provide representation. At this conference, the reasons for the "unsatisfactory" evaluation will be presented. Then, an Individual Learning Plan to renew quality teaching will be developed by those present.

- 13.1.2.3.1 The course of assistance shall include one or more of the following:
- a) Multiple classroom observations by the Consulting Teacher.
 - b) Opportunities for the permanent teacher to observe exemplary practice either by the Consulting Teacher or other exemplary teachers.
 - c) District provided professional development opportunities.
 - d) Assistance specific to the area which has been evaluated "unsatisfactory."
 - e) Assistance in areas deemed in need of assistance by the consulting or Evaluating Teacher during the period of assistance.
 - f) Conference attendance where material facilitates and fits into the Individual Learning Plan.
 - g) The parties understand that every possible subject matter competency may not be available with the district, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Consulting Teacher shall maintain prime responsibility for assuring the availability of appropriate resources.
- 13.1.2.4 During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the Evaluating Teacher and the principal or designee. It is the intent of the parties that this process serves as the sole evaluation process for the permanent teacher.
- 13.1.2.5 The assistance provided by the Consulting Teacher shall be closely monitored by the Panel.
- 13.1.2.6 Nothing in Article 13 precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of professional obligation.
- 13.1.2.6.1 Should the principal or District deem it necessary to communicate with a teacher in this Program in a manner that related to progressive discipline, such as letter of warning, reprimand, etc., he/she shall copy the Consulting Teacher and the Panel.
 - 13.1.2.6.2 The Evaluating Teacher will share all written evaluations during a conference with the permanent teacher and Consulting Teacher. A cover copy of the written evaluation will be provided to the principal and the Panel.
- 13.1.2.7 The principal, or designee, will share all written evaluations during a conference with the permanent teacher and Consulting Teacher. A

cover copy of the written evaluation will be provided to the Evaluating Teacher and the Panel.

13.1.2.8 Permanent Teacher Due Process Rights

13.1.2.8.1 The permanent teacher shall be entitled to review all reports generated by the Evaluating Teacher and/or principal, or designee, prior to their submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the Evaluating Teacher and/or principal, or designee, shall provide the permanent teacher with copies of such evaluation at least five (5) working days prior to any Panel meeting.

13.1.2.8.2 The permanent teacher shall have a right to be represented by Federation in any meeting of the Panel and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.

13.1.2.8.3 The permanent teacher shall have the right to present reasons why a specific Consulting Teacher should be replaced with another Consulting Teacher, and to have those reasons considered by the Panel. The Panel shall have the final authority to substitute Consulting Teachers.

13.1.3 Consulting Teachers will provide assistance with the permanent teachers in the assistance program.

13.1.3.1 The duties of the Consulting Teachers are to provide assistance and guidance to those teachers in the Assistance Program.

13.1.3.2 Term of service is two (2) years. Applications will be received in March.

13.1.3.2.1 Consulting teachers shall have staggered terms.

13.1.3.3 Consulting teachers may reapply when their term has expired. The selection process is independent of prior selection process; Consulting Teachers have no advantage or disadvantage associated with prior service in the program.

13.1.3.4 Qualifications for Consulting teachers are (1) five (5) years of satisfactory teaching within the OUHSD; (2) fully credentialed in a desired subject area; (3) permanent teaching status; (4) demonstrated exemplary teaching; (5) observed teaching by at least one (1) PAR Panel member; (6) recent classroom teaching in a desired subject area; and (7) final selection authority rests with the PAR Panel.

13.1.3.4.1 A pool of Consulting Teachers will be selected no later than September 15, by the PAR Panel.

13.1.3.4.2 Consulting Teachers are chosen by subject area specialization with at least one (1) person in position for each of these areas: English/Language Arts, ELD/Bilingual Education, Mathematics, Physical Education, Science, Social Science, Fine Arts, Performing Arts, Foreign Language, and Vocational Arts. Selection is not based on the Consulting

Teacher's campus assignment. The pool of Consulting Teachers exists to serve teachers district-wide.

13.1.3.4.2.1 Though selected, these individuals would not receive any compensation unless they were actually assigned to and working with an "assisted teacher" in the program.

13.1.3.4.2.2 Consulting Teachers will be paid an hourly rate equal to the current Home Teaching Rate for any time spent supporting PAR Assistance teachers when it is outside the instructional day.

13.1.3.4.3 If the PAR Panel is unable to select a complete pool of Consulting Teachers who each meet the criterion established in 13.1.5.4, then the Panel may employ an outside consultant for any position that is vacant.

13.1.3.4.3.1 Should it be necessary to select an outside consultant, in those specific cases, Article 13.1.5.4 may be modified.

13.1.4 District-Wide Evaluating Teacher is a part-time position to be staffed by a credentialed teacher appointed by the principal, with preference given to current teachers, with released time, or substitutes, as needed.

13.1.4.1 The Evaluating Teacher shall have the following duties:

13.1.4.1.1 Evaluate quarterly permanent teachers that are on the Mandatory Assistance program. Written reports will be submitted to the PAR Panel, copies to be given to the evaluated teacher, the principal and Consulting Teacher of the Teacher being evaluated. The evaluations will be jointly shared by the Evaluating Teacher and the principal.

13.1.4.1.2 The Evaluating Teacher shall be present at all PAR Panel meetings to discuss any evaluations requested by the Panel.

13.1.4.2 Term of service will be two (2) years, contingent on a satisfactory evaluation by the PAR Panel. Applications and selection dates to be established by the PAR Panel.

13.1.4.3 Evaluating Teacher may reapply for this position at the expiration of his/her term. The selection process is independent of prior selection process. Evaluating Teacher has no advantage or disadvantage associated with prior service in the program.

13.1.4.4 Recommended qualifications for Evaluating Teacher are (1) five (5) years of satisfactory teaching within the OUHSD, (2) fully credentialed for 9-12 teaching, (3) permanent teaching status, (4) demonstrated exemplary teaching, (5) observed by at least one (1) PAR Panel member, (6) recent classroom teaching experience, and (7) the final selection authority rests with the PAR Panel.

13.1.4.4.1 If the PAR Panel is not able to select an Evaluating Teacher within these provisions, the PAR Panel shall have the authority

to select an Evaluating Teacher from Outside the Pool of existing OUHSD employees, guided by the recommended qualifications stated in Article 13.1.6.4.

13.1.4.4.2 The PAR Panel, as part of its annual statutory budget process shall establish salary and support expenses for Evaluating Teacher.

13.1.5 Peer Assistance and Review Panel

13.1.5.1 The Program shall be governed by the Panel composed of three (3) District members and four (4) Federation members. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least four (4) members.

13.1.5.1.1 Federation members will be appointed by the Federation and shall consist of five (5) appointments, each from a different site, and only four (4) will serve on any individual case. The member whose site the teacher evaluation is being considered by the Panel will be excused from any decision on that teacher.

13.1.5.1.2 Each Federation Panel member will get a stipend of one thousand five hundred dollars (\$1,500.00) annually. Seven hundred and fifty dollars (\$750.00) will be paid in January and seven hundred and fifty dollars (\$750.00) will be paid in June.

13.1.5.1.3 Panel members shall have two-year, staggered terms.

13.1.5.2 The Panel shall meet at least four (4) times per year to review the evaluations. An additional meeting will be required to select the Consulting teachers and the Evaluating Teachers.

13.1.5.2.1 Other meetings may be held as necessary.

13.1.5.3 The Panel shall develop the budget for the Program.

13.1.5.4 The Panel shall select the Consulting teachers and Evaluating Teacher based upon criteria stated in Article 13. The selection of the Evaluating Teacher shall be by consensus.

13.1.5.5 The Panel shall evaluate annually the Consulting teachers and Evaluating Teacher performance.

13.1.5.6 The Panel shall make re-hire recommendations for permanent teachers to the Governing Board.

13.1.5.7 The Panel shall monitor the progress of Permanent Teacher mandatory intervention, including making the decision on the success of such intervention and so recommending continued employment or not to the Governing Board.

13.1.5.7.1 The Panel shall review all Individual Learning Plans.

13.1.5.7.2 The Panel, after one (1) year of remediation shall report to the permanent teacher, the principal and the Governing Board

as follows:

- a) The Panel deems the permanent teacher "proficient" in the area(s) identified for improvement and shall be returned to the normal standard evaluation procedure.
- b) The Panel deems the permanent teacher "not proficient" in the area(s) identified for improvement, and does not consider that further assistance and mediation will be successful, the Panel Shall recommend termination. Any termination recommendation by the Panel shall be consistent with Article 13 and shall be accompanied with a statement of reasons in support of their conclusion.

13.1.5.7.3 Notwithstanding 13.1.5.7.2, above, and while the term of assistance shall normally be for one (1) year, the intervention may be reduced. If the Panel deems the permanent teacher "proficient" in the area(s) identified for improvement prior to one (1) year, the permanent teacher shall return to the normal standard evaluation procedure.

13.1.5.7.4 Notwithstanding 13.1.5.7.2, above, and while the term of assistance shall normally be for one (1) year, the intervention may be extended to a second year if the Panel believes progress is being made although the permanent teacher may not have returned to a "proficient" level of performance.

13.1.5.7.5 The deliberations of the Panel shall be closed and confidential, their decisions shall be based on the information provided by the Evaluating Teacher, the principal, and the teacher and/or Federation representative who is assigned.

13.1.5.7.6 The decision of the Panel shall be reported to the teacher, the Consulting and Evaluating Teacher, and the principal in a conference with the Assistant Superintendent-Human Resources. A Federation representative may attend if requested by the teacher.

13.1.5.8 The Panel shall select its own chair.

13.1.5.9 The Panel shall review annually the Peer Assistance and Review Program

13.1.6 Miscellaneous Provisions

13.1.6.1 It is understood and agreed that the Program shall terminate if for any reason there exists an inability for full funding thereof.

13.1.6.2 The District shall hold harmless the members of the Panel, the Evaluating Teacher, and the Consulting Teachers for any liability arising out of their participation in this Program.

13.1.6.3 CONFIDENTIALITY: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, Panel

members, Evaluating Teacher and Consulting Teachers may disclose such information only as necessary to administer this article.

- 13.1.6.4 Governing Board: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary, or temporary certificated employees.
- 13.1.6.5 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938 nor non-reelect teachers pursuant to Education Code Section 44929.21.
- 13.1.6.6 These Programs in no manner diminish the legal rights of the bargaining unit member.

ARTICLE 14. SUMMER SCHOOL SELECTION PROCEDURE

14.1 Summer School Selection Procedure. In the selection of summer school unit members, the point system listed below will be used in assignments. Applicants must possess the required credential for the position. The applicant for a summer school teaching position with the least total number of points will be given priority. A score will be given each teacher on each of the items listed below, factors 14.1.1 through 14.1.4. In those instances where more than one (1) applicant has identical point totals, preference will be given the applicant with the most seniority in time of employment in the school district. Unit members selected for summer school will be notified of their selection by June 1.

14.1.1 Regular School Assignment Factor	POINTS
Teacher's regular school assignment is in the same subject department as the vacancy in summer school	1
OR	
Teacher's regular school assignment is not in the same subject department as the vacancy in summer school	5
14.1.2 Recency of Assignment Factor, previous year	
The teacher taught summer school the previous year	5
OR	
The teacher did not teach summer school the previous year	0
14.1.3 Recency of Assignment Factor, two (2) years	
The teacher taught summer school two (2) years ago	4
OR	
The teacher did not teach summer school two (2) years ago	0
14.1.4 Recency of Assignment Factor, three (3) years	
The teacher taught summer school three (3) years ago	3
OR	
The teacher did not teach summer school three (3) years ago	0

14.2 The following summer school classes shall be excluded from this criteria: Library Media Teacher/Supervisor, English 101, English 102, English 103, and Special Education or comparable classes of different titles for these classes. Notwithstanding the exclusions stated above, classes shall be equitably distributed as between teachers with similar qualification and expertise. Qualified unit members from within the District who apply for summer school will be hired in preference to outside candidates. In the event that more than one (1) qualified unit member applies to teach said classes, the final selection shall be made by applying criteria 14.1.1 through 14.1.4 above. All teachers who wish to be considered for courses requiring training will have access to that training in order to be eligible for such gainful employment.

- 14.2.1 In order to maintain the quality of media services to students, first consideration will be given to current Library Media Teachers. If not available, secondary consideration will be given to qualified members with a Library Science credential.
- 14.2.2 Unit members or applicants from outside the District who are selected for Summer School Librarian will be required to attend, prior to the end of the school year, in-service training regarding the use of the district's current software program which will be conducted by the district's trainer and coordinated by the Staff Development Department.
- 14.2.3 The district administrator and principal with input from the site Library Media Teacher, shall select the best-qualified person based upon a consideration of the applicant's qualifications, as well as the knowledge and abilities to support the academic program of the District and the library's instructional program.
- 14.3 The formula's criteria above will be applied when relevant to the hiring of non-teaching unit members. Salaries for non-teaching unit members will be paid on the basis of past practice.
- 14.4 Except in extenuating circumstances as for non-teaching unit members will be paid on the basis of past practice mutually agreed by the District and the employee, or by notice on the part of the employee no less than two (2) weeks prior to the start of summer school, an employee who signs a summer school contract and fails to fulfill the contractual obligation will not be eligible for summer school service for that year and two (2) subsequent years. Contracts must be available to unit members by June 1.
 - 14.4.1 Extenuating circumstances may include, but not be limited to a family emergency, personal or family health concerns, or a change in the specific teaching assignment as indicated in summer school application agreed upon by the teacher and the District.
- 14.5 After three (3) absences teachers forfeit their right to teach Summer School the following summer.

ARTICLE 15. EMPLOYEE SAFETY

- 15.1 It shall be the employee's responsibility to report to the principal any observed unsafe physical conditions in the buildings or on the school premises.
- 15.1.1 The report should be done verbally as soon as the condition is recognized.
- 15.1.2 The employee shall file a maintenance repair request with the employee's appropriate supervisor and will have access to the district maintenance accounting system to file a written request. One (1) copy shall be retained by the employee and one (1) forwarded to Federation.
- 15.1.3 Work/repair requested done as a result of the application of the criteria in 15.2 below shall be done within a reasonable period of time.
- 15.1.4 A copy of the completed maintenance repair request shall be forwarded to Federation.
- 15.1.5 Teachers reporting such conditions shall receive a written response regarding actions taken to correct the situation within a reasonable period of time. In addition, should no action be taken, the employee will receive a written summary of findings. Whenever the employee feels that the issue has been left unresolved after receiving such notification, the employee may make a written appeal to the District's Uniform Complaint Officer. The appeal will be reviewed by a panel of three (3) peers to be comprised of one (1) member selected by the Federation, one (1) selected by the District, and the District's Uniform Complaint Officer. The panel will review the summary of Findings presented by the Director of Risk Management and Safety and then make a recommendation on a course of action.
- 15.2 It shall be the employer's responsibility to investigate employee reports as described herein and assess the physical condition reported; take appropriate action and correct unsafe conditions; follow appropriate safety condition regulations as set forth by the California Occupational Safety and Health Act; then enact Board policy and administrative regulations of the District as per contract situation.
- 15.3 It shall be the obligation of each employee to work in a safe manner and not create hazards.
- 15.4 It shall be the responsibility of any employee who is the victim of an assault, battery, physical, verbal or written threat in connection with district employment to:
- 15.4.1 Verbally report the incident to the principal and/or immediate supervisor at the earliest possible time.
- 15.4.2 Submit a written report of the incident to the principal and/or immediate supervisor at the earliest possible time.
- 15.5 It shall be the responsibility of the principal and/or the immediate supervisor to report the incident to the Superintendent's office and such other authorities as deemed appropriate by the administration or the impacted unit member with the least possible delay.
- 15.6 It shall be the responsibility of the District to provide, upon request by the involved employee(s), appropriate non-confidential information relating to an incident of assault and/or battery.

- 15.7 The District agrees to allow for a reimbursement for personal equipment or clothing damaged or stolen to a maximum individual amount of five hundred dollars (\$500.00). This amount will be reimbursed only if the employee has registered the personal equipment with the principal. To receive any reimbursement for stolen equipment, the employee must show that there was evidence that a police report was filed.
- 15.8 When unit member vehicles are parked in District designated parking areas, the District will reimburse vehicle vandalism provided (1) that the unit member must report the vandalism immediately, so that a reasonable determination may be made that the vandalism occurred at that time in the designated parking space; and provided (2) that the unit member files and provides a copy of a police report to the District. The amount of the reimbursement to the unit member will be limited to the amount of the unit member's insurance deductible or five hundred dollars (\$500.00) whichever is less. No Unit member may receive reimbursement more than once every six (6) months.
- 15.9 Except in disaster or emergency situations, the District shall not require an employee to work in a life endangering condition.
- 15.10 In the event that unhealthful conditions cause the dismissal of student and classified staff members, certificated personnel shall be dismissed from their duties, without loss of pay for the remainder of the day, after safe departure/delivery of students.
- 15.11 In the event a unit member is required to meet with law enforcement agencies in handling issues raised in 15.4, the unit member shall be released from other duties to attend the meeting(s).
- 15.12 The parties recognize that teachers have the right to suspend students from their class in accordance with and based upon the conditions set forth in Education Code 48910. Teachers who suspend a student from their class in accordance with Education Code section 48910 shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. As an alternative to teacher suspension, a teacher may refer a student to the site administrator for consideration of suspension from school or expulsion.

ARTICLE 16. SALARIES

16.1 Calculation of Unit Share Revenue. The following will commence with the 2018-2019 contract year:

16.1.1 Formula. The following Unit Share calculation shall be employed to govern annual modifications to unit member compensation and benefits:

Step 1: Add the District's base grant and grade span adjustment of the Local Control Funding Formula (LCFF) for the fiscal year, and subtract up to \$6.0 million of that year's projected expenditures for the health benefits to be provided to unit share retirees ("Retiree Health Benefits"). The resulting amount is the "Adjusted Base Grant." The rest of that year's expenditures for Retiree Health Benefits owed by the District will be paid from the CSEBO Reserve and/or other funding sources outside of the unit share formula. Sixty-nine percent (69%) of the Adjusted Base Grant shall be designated as "Unit Share Revenue" which shall be used to pay for "Unit Share Expenditures." The Unit Share Revenue will not include LCFF Supplemental/ Concentration funds.

Step 2: Subtract all Unit Share Expenditures (Article 16.4) from the Unit Share Revenue; the remainder shall be the "Unit Share Remainder." which shall be either a "Unit Share Deficit" (if negative), or a "Unit Share Surplus" (if positive).

Step 3: The Unit Share Remainder (Article 16.5) shall be divided by the cost of a 1% raise to determine the percentage increase or decrease to the salary schedule, and shall be allocated to the bargaining unit.

2018-19 / 2019-20

For the 2018-19 year, the Unit Share Remainder shall be set off against all Unit Share Contra Account balances (deficits and surpluses), with the resulting balance as a one-percent (1.0%) increase to the certificated salary schedule. For the 2018-19 year only, the District shall use non-unit share revenues to pay for this increase to the extent that the Unit Share formula cannot support this one-percent (1.0%) increase for the 2018-19 year.

For 2018-19, approximately \$810,000 will be allocated from the Unit Share Contra Account to the Federation for distribution to members in the form of a one-time off-schedule bonus equivalent to one-percent (1.0%) of annual base salary. The amount payable to each member shall be determined by the Federation.

For 2019-20, approximately \$810,000 will be allocated from the Unit Share Contra Account to the Federation for distribution to members in the form of a one-time off-schedule bonus equivalent to one-percent (1.0%) of annual base salary. The amount payable to each member shall be determined by the Federation.

In addition to the above, the District shall provide unit members with a one-time off-schedule bonus, paid for with non-unit share revenues, equivalent to the following: 2019-20 year- one-half percent (0.5%), 2020-21 – one-half percent (0.5%). The amount payable to each unit member shall be determined by the Federation.

16.1.2 Following the release of the governor's January proposed budget, the District shall estimate the Unit Share Revenue based on the LCFF calculator. The estimated Unit Share Revenue shall be revised following the adoption of the state budget in June

and again by the end of October. Teacher checks starting (the next month) shall reflect any increase or decrease justified by the formula computation.

16.1.3 On or after February 1 each year, each party may request to consult with the other party concerning the estimated Unit Share Revenue for the following year. After a request is made for consultation, unless mutually agreed otherwise, the District and the Federation shall meet at least twice per month to discuss options that would alter the application of the formula. Should no agreement be reached by June 30, the parties agree to mutually request the appointment of a SMCS mediator. If no agreement has been reached by August 15, the District may implement the formula without modification.

16.1.4 Eligibility for Salary Schedule Adjustments. Certificated employees, to be eligible for a Salary Schedule Adjustment, must have been employed during the school year for which the adjustment is being made. Employees who worked less than a full year will receive a prorated adjustment based on the fraction of a full year for which they worked. Employees who were on sabbatical will receive one-half the adjustment amount if on a full-year sabbatical, and three-fourths the adjustment if on a one-semester sabbatical.

16.1.5 Except as provided below, Unit Share Revenue shall be used to pay the full cost of salaries and fringe benefits of unit members, extra duty pay and department chair stipends for unit members. The exceptions (so long as they may be paid through LCFF Supplemental/Concentration funds) are:

16.1.5.1 Salaries, fringe benefits, and extra duty pay and stipends, if applicable, for the following positions:

16.1.5.1.1 Alternative Education Teachers (6.2 FTE);

16.1.5.1.2 Librarians (6.0 FTE);

16.1.5.1.3 Speech Therapists (4.5 FTE);

16.1.5.1.4 Psychologists (4.9 FTE); and

16.1.5.1.5 Nurses (7.0 FTE).

16.1.5.1.6 Any additional staffing in the certificated positions listed in Article 16.1.5.1 to the extent they are paid for through LCFF Supplemental/Concentration funds.

16.1.5.2 Four professional development days.

16.2 Contingencies Required to Remove Retiree Health Benefit Costs from Unit Share Expenditures.

16.2.1 Contingencies. The proposal to remove, and the removal of all expenditures for benefits for retirees from Unit Share Expenditures throughout Article 16 of the CBA is contingent upon:

16.2.1.1 The parties' agreement that the current CSEBO Health Benefits reserve (of approximately \$5,000,000) will be used for the express purpose of paying for Retiree Health Benefits for eligible unit share and non-unit share retirees in excess of the \$6.0 million and \$3.0 million respectively allocated by the District from its LCFF Base Grant (Article 16.1.1), and to take any other actions needed to implement this provision;

16.2.1.2 The parties' further agreement that they will take any and all actions needed to ensure that, starting in the 2019-20 fiscal year, the Retiree

Health Benefits Trust ("Trust") and its Board of Trustees issue payment(s) during the fiscal year in an amount not to exceed fifty percent (50%) of the prior five year's rolling average of investment income earned by the Trust, to pay for Retiree Health Benefits for eligible unit share and non-unit share retirees in excess of the \$6.0 million and \$3.0 million respectively allocated by the District from its LCFF Base Grant (Article 16.1.1). Any future remainder of CSEBO funds not approved in this Article shall be mutually agreed upon by the District and Federation.

16.2.1.3 The parties' agreement to jointly and severally take all action necessary to ensure that the Trust will have sufficient funds so that, in combination with District payments, the Retiree Health Benefits will continue to be provided to each and every eligible retiree;

16.2.1.4 The ratification of this proposal by Federation membership, approvals required by AB 1200, approval by the District's Board of Trustees, the recognition and implementation of this proposal by CSEBO and the Retirement Health Benefits Trust, and the exhaustion of any legal actions related to the implementation of this proposal.

16.2.2 Hold Harmless. Upon constructive or actual notice to the District and/or the Federation that one or more of these contingencies has failed to occur, or that the Unit Share formula cannot be implemented due to an interim, temporary, or final judicial order or binding administrative decision the parties agree that:

16.2.2.1 The application of the Unit Share formula shall be suspended, and the parties will meet and confer regarding methods to effectuate the intent of this formula, and either party may reopen negotiations on the issues of salary and benefits;

16.2.2.2 The District shall maintain the salary schedule in existence at the time of notice, on a year-to-year basis, and subject to modification through collective bargaining; and

16.2.2.3 The parties shall take all actions necessary to ensure that eligible retirees continue to receive benefits to which they are entitled under this CBA. These actions include usage of CSEBO reserve funds, and any funds or type of funds that would have been utilized for this purpose under the Unit Share formula effective under the 2015-2018 CBA.

16.3 Formula Monitoring.

16.3.1 The District agrees to meet in consultation upon the Federation's request concerning the Unit Share Revenue for the current year. In addition, the District and Federation shall annually schedule no fewer than four (4) meetings on Unit Share Revenue review and analysis:

16.3.1.1 (a) During the first two weeks of the school year;

16.3.1.2 (b) within two (2) weeks of CBEDS;

16.3.1.3 (c) within three (3) weeks of P-2; and

16.3.1.4 (d) in June.

16.3.2 A stipend of one thousand dollars (\$1,000.00) will be paid to three (3) teachers appointed by the Federation to assist in monitoring the formula. Five hundred

dollars (\$500.00) of the stipend will be paid on December 10 and five hundred dollars (\$500.00) will be paid May 10.

- 16.4 Unit Share Expenditures. After the dollar amount of the Unit Share Revenue has been determined in each year, it shall be used as follows:
 - 16.4.1 To fund the base salary of all unit members not funded with LCFF Supplemental and/or Concentration Funds at the rate of the previous year's certificated salary schedule.
 - 16.4.2 To fund the retirement plans and fringe benefit costs for all unit members.
 - 16.4.2.1 The parties agree that, contingent upon the conditions listed in Article 16.2, the Retiree Health Benefits expenses will be removed from the list of expenses paid from the Unit Share.
 - 16.4.3 To fund step and column and anniversary increment increases that have occurred since the previous year.
 - 16.4.4 To fund increased benefit costs to maintain current benefit levels.
- 16.5 Unit Share Remainder. If after applying the dollar amount of the unit share as in 16.4 above there is a balance remaining, the District shall negotiate with the Federation to determine what portion will be applied to the following:
 - 16.5.1 Fund an additional salary schedule increase.
 - 16.5.2 Fund an improvement in the level of fringe benefits.
 - 16.5.3 Fund an improvement in site teacher/counselor staffing ratios. An ultimate goal for counselor staffing ratio, should adequate funding be available, will be 425 to 1.
 - 16.5.4 Any Unit Share Surplus may be placed in the Unit Share Contra Account for future years as a source for one-time Unit Share Expenditures.
- 16.6 The following staffing ratios will be in effect during the term of this agreement:
 - 16.6.1 Each comprehensive high school shall be staffed at an average ratio of 30 students to 1 teacher, exclusive of Special Education and programs funded outside the unit share based upon mutually agreed upon enrollment projections for the following year.
 - 16.6.2 When the average comprehensive high school site teacher-staffing ratio rises above 30 to 1, the District shall add the number of teachers necessary to reduce the site teacher-staffing ratio to be at or below 30 to 1.
 - 16.6.3 When the comprehensive high school site teacher-staffing ratio falls below 28 to 1, the District shall reduce the number of teachers necessary to increase the site teacher-staffing ratio above 28 to 1.
 - 16.6.4 Special Education programs shall be staffed in accordance with the allocation of programs made by the Ventura County Special Education Local Planning Area and as per Education Code.
 - 16.6.5 Teachers on special designated assignment, summer school and hourly-paid

employees, including ISP and HHT, are excluded from the above ratios, not included in unit share, and are assigned at the discretion of the District.

16.6.6 Any staffing increases throughout the year which affect the unit share will be referred to consultation for resolution.

16.6.7 Student loads for counselors shall not be below 425 students per counselor or exceed a maximum of 500 students per counselor. Student loads shall be calculated separately for each site. Changes to staffing ratios for psychologists and speech therapists may be made as required by state and federal law following consultation with the Federation.

16.6.8 If it becomes necessary for a reduction in force, positions will be eliminated in such a manner as to pose the least impact to students. The principle of continuing basic services to students as required by the Education Code shall guide the District selected layoff pattern. This provision shall override required staffing ratio provisions of this agreement for the duration of the time the reduction in force is necessary.

16.6.9 Calculation of ratios pursuant to this Article shall occur in April of each year during consultation with the Federation for next year's staffing using mutually agreed upon historical enrollment data, historical CBEDS and P2 holding power, to determine initial site FTE projections. The District will not be compelled to reduce staff if the actual number of students causes staffing ratios to fall below those stated above in the succeeding year.

16.7 When and if the state ceases utilizing the Local Control Funding Formula or makes material changes to it, the parties shall meet to determine what changes to make to the formula.

16.8 Hourly wages in Appendix E shall increase the same percentage as that applied to the regular unit salary schedule, except for in the 2018-2019 year. Rates shall be rounded up to the nearest half-dollar amount.

16.8.1 Extra Duty Pay referenced at Appendix D and Longevity Pay referenced at Appendices A, B, and C will increase by the percentage applied to the Appendix A Salary Schedule.

16.9 Summer School Pay. Any percentage increase applied to the Certificated Salary Schedule will apply to the hourly rate for summer school, except for in the 2018-2019 year. Home teaching hourly rate, ISP hourly rate, and extra duty stipends shall be increased by the amount which the schedule is increased.

16.10 Professional Salary Advancement. To provide guidance for professional growth of certificated staff, the District requires the following regarding the acceptance of course work for salary advancement.

16.10.1 Salary advancement will be granted to employees for upper division or graduate courses selected by employees of this district, that meet one (1) of the following criteria:

16.10.1.1 Course must be in the individual's major or minor or pertain to the individual's current contract assignment;

16.10.1.2 Course must be professionally applicable;

16.10.1.3 Course work taken to prepare for subject areas outside of a teacher's

major or minor will be granted salary column approval upon said subject authorization on the teacher's credential.

- 16.10.2 Courses for salary advancement must be submitted no later than October 15th to qualify for salary advancement in the current school year.
- 16.10.3 Approval of courses taken will be the responsibility of the Assistant Superintendent-Human Resources.
- 16.10.4 Any decision disapproving a proposed course may be referred to a Professional Salary Advancement Advisory Committee within 15 working days of the administrative decision, using the form provided. This committee shall consist of two (2) classroom teachers, two (2) administrators, and a fifth member chosen from district certificated personnel by the four (4) members; a chairperson shall be selected. The aforementioned committee shall be constituted, as needed, in order to address appeals filed by certificated teaching staff. Decision of the committee members shall be by majority vote and shall be made within 15 working days.
- 16.10.5 Any further appeal shall be to the Board of Trustees by either the employee or the administration.
- 16.10.6 Before a class change can be made; official transcripts must be on file with the District Office for all units earned. Submission of official verification of course completion, prior to the October 15 date specified for advancement on the salary schedule, shall be the responsibility of the individual.

ARTICLE 17. FRINGE BENEFITS

Preamble:

Except as provided in this Article 17, it is a requirement that all employees of the OUHSD, their spouses and their dependent-coverage eligible children enroll in Medicare when the employee has retired and when the employee, his/her spouse and his/her dependent-coverage eligible children are all Medicare eligible so that, in conjunction with a supplement health policy supplied, the employee, his/her spouse and his/her dependent-coverage eligible children will have health insurance coverage for the life of the retired employee.

It is the intent of this section to encourage all employees of the OUHSD to achieve eligibility for Medicare benefits so that when they are retired and have reached Medicare eligibility, in conjunction with a supplement health policy supplied and paid for by unit share, they and their dependents will have health insurance coverage for the life of the retired employee.

It is also the intent of this section to have the OUHSD supply and pay for health benefits for an employee hired prior to July 1, 2004 upon his/her retirement and his/her reaching Medicare eligibility, and to his/her eligible dependents for the life of the retiree when the retiree cannot achieve 40 Medicare quarters by the age of 55. Thus an employee aged 49 with 18 Medicare quarters, could, if the Medicare division took place within the next six (6) months, acquire at least 22 additional quarters by the age of 55, whereas an employee of the same age with 14 quarters could not acquire 40 quarters by age 55. The health plan supplied and paid for by the OUHSD to this group of employees will be at least equal to the plan supplied to active employees in the District.

It is also the intention of this section to guarantee health benefits supplied and paid for by the OUHSD to all retirees hired prior to July 1, 2004 between the ages of 55 and 65 and to their dependent-coverage eligible children during the life of the retirees. This health policy shall be the same as that supplied to employees then currently active in the OUHSD.

It is further understood that an employee to be eligible for any retiree health benefits must have worked a minimum of 15 years in the OUHSD and be 55 years of age.

The parties further understand and agree that any unit member who retires after June 30, 2019 with a spouse or dependent-coverage eligible children who is ineligible for Medicare must remain on a "retiree active" plan with coverage for their spouses or dependent-coverage eligible children, rather than having the spouse and/or dependent-coverage eligible children enrolled in the CSEBO J or K plan.

For all active unit members:

- 17.1 The District shall provide a health insurance program through Coastal Schools Employee Benefit Organization or a like organization.
 - 17.1.1 The Federation and the District shall have equal representation on the CSEBO Executive Board. The Federation shall have the right to appoint a representative of their choosing.
 - 17.1.2 If available, the District shall include a Health Savings Account ("HSA") plan for each type of health plan offered to unit members (e.g., Kaiser, Anthem PPO, Anthem HMO). If an employee selects an HSA version of a plan, the employee will receive 40% of any savings achieved by his/her choosing the HSA version of the plan.
 - 17.1.3 Employees shall not be required to make a premium contribution toward any Kaiser

benefit plans. For all non-Kaiser plans, the employee contribution toward benefit premiums shall be increased as follows:

17.1.3.1	2018-19	No increase
17.1.3.2	2019-20	\$25 increase
17.1.3.3	2020-21	No increase

- 17.2 The District shall provide a dental insurance program (the same program as is in effect at the time of ratification) through said Coastal Schools Benefit Organization or like organization.
- 17.3 The District shall provide a Vision Service Plan.
- 17.4 The District shall provide a mutually agreed upon life insurance program.
- 17.5 The District shall maintain the benefits described in sections 17.1 through 17.4 above, for the duration of this agreement, unless mutually agreed to revise coverage.
- 17.6 Unless modified in subsequent negotiations for a successor agreement, upon the expiration of this Agreement the District shall only be obligated to continue contributing the premium amounts then in force for the fringe benefit coverages described in sections 17.1 through 17.5 above.
- 17.7 Medicare. Upon retirement, current employees hired prior to July 1, 2004 who have reached the age of 55 with 15 years of District service shall be covered at District expense with the then current District medical plan for active employees for the retiree and dependents for the lifetime of the retiree, except as restricted below.
- 17.7.1 All employees 45 or younger, on December 1, 1992, and dependents eligible for District coverage, will receive the District's supplementary insurance upon retirement and having reached that age at which Medicare is generally granted to participants (currently age 65). However, it is not necessary for an individual to be eligible for Medicare to receive the District's supplementary package.
- 17.7.2 Employees older than 45 on December 1, 1992, who could achieve a total of forty quarters toward Medicare eligibility by age 55 and dependents eligible for District coverage, will receive only the District's supplementary insurance upon retirement and having reached that age at which Medicare is generally granted to participants (currently age 65). However, it is not necessary for an individual to be eligible for Medicare to receive the District's supplementary package.
- 17.7.3 The District supplementary plan when added to Part A and Part B of Medicare will provide coverage at least equivalent to the then existing health plan of the District. If a Medicare eligible employee or retiree, covered spouse, and dependent-coverage eligible children are all eligible for Medicare but do not elect Medicare Part A and Part B, they forfeit their rights to the District's post-retirement medical coverage. The Medicare eligible employee or retiree must provide proof of Medicare coverage within 30 days of the employee and family member(s) becoming Medicare eligible. All retirees must pay their employee contribution to the District and, if the retiree has not paid for the employee contribution of medical benefits for over 60 days, the retiree will forfeit the continuation of rights for the retiree and their family member(s) to post-retirement medical benefits from the District. Upon filing paperwork with CalSTRS/CalPERS, Medicare eligible employees or retirees shall elect an automatic deduction to pay the District for the employee's contribution of post-retirement benefits.

- 17.7.4 At hired prior to July 1, 2004, the District may at its option substitute Medicare Parts A and B and the District supplementary insurance plan for its own then existing District medical plan as long as this plan is at least equivalent to the plan provided to then active OUHSD unit members.
- 17.8 If the Retiree Medical Benefit funding entity is dissolved during the life of this contract, the surplus after the liabilities are paid will be assigned to all beneficiaries.
- 17.9 There shall be a joint Federation/District standing Medical Benefits Committee to monitor and review Employee Insurance to maximize coverage and minimize cost. Federation shall appoint one (1) participant from each comprehensive school and the alternative programs. Federation shall also appoint a representative from the classified and paraeducator unit. The District shall appoint a maximum of five (5) participants who are current District employees. Representatives shall serve two-year, renewable terms. The chair of the committee shall rotate annually between Federation and the District. The committee shall be responsible for making recommendations to the District and Federation regarding health benefits and overseeing health benefits for active employees, analyzing medical, dental and vision programs. The representatives or alternatives from the District and Federation to CSEBO or a like organization shall report to the committee and keep them informed on a regular basis.
- 17.10 It is understood that a joint subcommittee of the District and Federation representatives will be established to explore retirement benefits for employees hired after July 1, 2004. This committee shall meet no less than three times a year. Topics for discussion shall include, but not be limited to, using unit share and/or a portion of the CSEBO surplus to fund such benefits.
- 17.11 Subject to agreement of the health benefit providers, unit members hired after July 1, 2004 shall be afforded the ability to purchase medical benefits at their own cost through the District health benefit providers until such time as the unit member turns 65.

ARTICLE 18. WORKDAY AND WORK YEAR

18.1 Workday

- 18.1.1 The certificated school-based workday is to be structured and directed by the building principal.
- 18.1.1.1 The certificated workday shall begin 30 minutes before the staff member's first assignment, or 30 minutes before the teacher's preparation/conference period if said period is the first of the day.
- 18.1.1.2 The certificated workday shall end after the staff member's last professional assignment, or after the teacher's conference period, if said period is the last of the day, provided that the regularly scheduled duty and adjunct duty, if any, are properly completed.
- 18.1.1.3 The Semester Prep Day at the end of the first semester shall be a meeting-free day on campus.
- 18.1.1.4 Teachers, Counselors, Library Media Teachers, Speech Therapists, Nurses and Psychologists' workday shall include a duty-free lunch.
- 18.1.1.5 Library Media Teachers or any unit member who works in the Library Media Center at lunch shall be compensated commensurate with home teaching pay.
- 18.1.2 The provisions of sections 18.1.1.2 above shall only be observed providing the safe entry and safe dismissal of students have been provided for by unit members during a national disaster, student unrest, or school emergency.
- 18.1.3 In addition to the basic workday provisions described above, unit members shall be required to perform one (1) adjunct duty assignment. One (1) adjunct duty assignment can be a sequence of tasks adding up to approximately 12 allocated hours of duty in accordance with past practice. If adequate period substituting is available, those not wishing to perform a particular adjunct duty may satisfy the requirement by substituting for 12 teaching periods for semesters and 10 teaching periods for trimesters. The District shall make a good faith effort to distribute equitably the adjunct duty assignments among unit members at a given site and shall give priority consideration to employee preference for a particular duty.
- 18.1.3.1 If requested, a Special Education teacher will have all adjunct duties forgiven for the duration of the contract. After the special education teacher has held 12 IEPs during their prep period, any subsequent loss of prep time due to IEP meetings held during their prep shall be compensated at the Extra Duty Student Contact hourly rate provided in Appendix E or compensatory time.
- 18.1.4 The District agrees to allow one (1) person at each high school to satisfy his adjunct duty assignment by service as a Federation building representative.
- 18.1.5 The District shall make a good faith effort to schedule no more than two (2) meetings per month; one (1) faculty meeting and one (1) department meeting. The maximum length of each meeting is to be one (1) hour. These meetings are to start 10 minutes after the end of the school regular school day except for

campuses that have voted to hold their meetings during collaboration time. The exception shall be WASC accreditation meetings held during the self-study process, beginning no earlier than one year prior to the accreditation visit. This will not limit participation at voluntary meetings, meetings that are fulfilling adjunct duties, or meetings for which stipends are paid.

18.1.5.1 The District will allow time for Federation business during the first ten minutes or last ten minutes of the monthly faculty meeting.

18.1.5.2 In addition to the meetings provided in Article 18.1.5, the District may schedule up to five (5) meetings per year, of no more than one hour, for teacher led professional learning to be held during established collaboration time. The content of the meetings shall be planned and scheduled by the site instructional leadership team. The meetings will not be directed by the District, Principal or designee.

18.1.5.3 If the District requires unit members to use their preparation/ conference period for testing purposes, they shall be compensated on an hour for hour basis by the member's selection of either comp time or pay.

18.2 Work year

18.2.1 The work year will consist of 184 days which consist of 180 instructional days, plus two (2) semester prep days, two (2) staff development days, and, for teachers new to the District, three (3) additional days of service.

18.2.2 Counselors employed prior to or for the school year 1987-88 will continue at their current salary levels and current workday. A counselor work year shall be nine days longer than the teacher work year and be reimbursed at the per diem rate. The speech therapists and visually impaired specialists shall be placed at the closest step in Column IV to their present level of pay and shall work a teacher work year. Psychologists and Student Intervention Specialists will work 193 days and be placed on the Psychologists' and Student Intervention Specialist Salary schedule.

18.2.3 The calendars for the academic school year, shall be mutually agreed to by Federation and the District, and will be subject to a vote.

18.2.3 The calendars for the academic school years are attached at Appendix H.

School Year 2019-2020:

First Day of Work: August 23, 2019

Return After Winter Break: January 6, 2020

First Semester Ends: January 17, 2020

Second Semester Begins: January 22, 2020

Last Work Day: June 16, 2020

School Year 2020-2021:

First Day of Work: August 24, 2020

Return After Winter Break: January 4, 2021

First Semester Ends: January 15, 2021

Second Semester Begins: January 20, 2021

Last Work Day: June 16, 2021

School Year 2021-2022:

First Day of Work: August 23, 2021
Return After Winter Break: January 3, 2022
First Semester Ends: January 14, 2022
Second Semester Begins: January 19, 2022
Last Work Day: June 16, 2022

- 18.3 Minutes of the School Day. The minutes of the comprehensive school day shall be an average of 368.
 - 18.3.1 Full-time regular classroom teachers will teach five (5) instructional periods in semesters or four (4) instructional periods in Trimesters with assigned students on site and have one (1) preparation/conference period per day. Site administrators will make a good faith effort to insure that instructional time and testing assignments are equitable.
 - 18.3.2 Modifications to the daily bell schedule shall be developed jointly by the District and Federation members at each site and may be implemented only upon the recommendation of a vote of certificated unit members at the site in question on a single bell schedule. This vote shall be conducted in a single day provided that absentee ballots are made available. Modifications shall be ratified by a 2/3 majority of those voting (full-time or part-time, including those on sabbatical leave.) Voting will take place no more than twice per year per site and will be monitored by the District and Federation representatives.
- 18.4 Minimum Days. There will be a minimum of seven (7) and a maximum of 12 student minimum days per year.
 - 18.4.1 Three (3) days for final exams per each semester/trimester for high schools.
 - 18.4.2 Two (2) days for Back-to-School Day and Open House/Eighth Grade Parent Night During which Certificated staff are to attend related evening activities
 - 18.4.3 Up to four (4) discretionary minimum days. The days and content of the meetings shall be planned and scheduled by the site instructional leadership team. Meeting content will not be directed by the District, Principal, or Designee. The meetings will conclude by the end of the traditional school day.
 - 18.4.4 A minimum day shall be defined as containing 240 minutes including passing periods, or whatever number of minutes that may be necessary to comply with State requirements.
 - 18.4.5 All sites will participate equally in the use of District designated minimum days as allowed by law.
 - 18.4.6 District designated Heat (Minimum) Days are minimum days for students and certificated staff. District designated Heat (Minimum) Days will replace Minimum Days in the following order:
 - 18.4.6.1 Four (4) discretionary minimum days;
 - 18.4.6.2 Up to Three (3) days per each semester/trimester for final exams.
 - 18.4.6.3 Two (2) days for Back to School and Open House/Eighth Grade Parent Night;
- 18.5 Scheduling. The District agrees to make a good faith effort to notify unit members of their tentative assignments for the upcoming term two (2) weeks prior to the close of the current term.
- 18.6 Compensatory time

- 18.6.1 Compensatory time will be given for period substituting at the rate of one (1) period of release time for each period taught.
- 18.6.2 No more than eight (8) days compensatory time may be earned in an academic year.
- 18.6.3 Compensatory time will be approved with one (1) week's notice except for the day before Thanksgiving, Winter Recess, February Break, Spring Recess, and any calendared holiday weekend.
- 18.6.4 If a teacher is satisfying his adjunct duty requirements through period substituting, the teacher must have exhausted his twelve (12) periods of responsibility prior to earning compensatory time.
- 18.6.5 It is the intent of the compensatory time program to have all of the mandatory hours within a period used prior to granting compensatory time. However, it is recognized that in particular instances it might be impossible and principals may waive the intent when necessary.
- 18.6.6 Compensatory time may be taken in units of five (5) except as approved by the principal or designee, and normally should be taken no later than the semester after it is accumulated. If that is not possible, all units of five (5) must be taken by the following semester. Any fewer than five (5) periods will be carried over to the following semester.
- 18.6.7 A teacher may elect in advance the option of compensatory time or compensation at the substitute rate.
- 18.6.8 Counselors will be allowed to flex their scheduled work time to compensate for time spent working scheduled or specifically assigned evenings such as Parent nights; and Saturday assignments such as orientation and registration events. Use of flex time shall be mutually agreed to with the site principal or designee.

ARTICLE 19. WORKING CONDITIONS

- 19.1 Library Media Teachers at each school site shall have the same workday as regular classroom unit members.
- 19.1.1 Unit members who are chosen to work in the LMC at lunch will be required to attend in-service training with the site Library Media Teacher.
- 19.1.2 Library Media Teachers shall hold appropriate library science credentials. All exceptions shall be mutually agreed to by the Federation and the District.
- 19.2 The District shall limit teacher preparations to no more than three (3) per day, provided there is no marked change in District enrollment or staffing allocation patterns, except upon mutual agreement between the teacher and the site administration.
- 19.3 The lunchtime supervision by counselors, psychologists and speech therapists, LMT's and nurses shall be the equivalent of other unit members. Night and evening supervision for adjunct duties as opposed to job description responsibilities will be assigned in the same way for the same amount of time as for other unit members.
- 19.4 The above supervision restriction does not include situations where the principal believes that the safety or the security of the campus requires the temporary assignment of additional staff nor the limited use of counselors and psychologists for occasional campus supervision in the morning and afternoons.
- 19.5 It is understood that the above unit members will render alternative professional duties during the time frame where they formerly rendered supervision duties. Plans for the alternative lunchtime duties shall be mutually agreed upon with the principal.
- 19.6 Each principal with the assistance of a staff committee will present a plan to the complete staff on or before September 15 of each school year to reduce class interruptions.
- 19.7 Traveling Teachers
- 19.7.1 Traveling teachers shall have their prep and lunch period scheduled next to each other. They will attend one (1) faculty meeting and one (1) department meeting a month and one (1) Open House and one (1) Back to School Night. Meetings to be at the majority assignment site. A reserved parking space shall be assigned. Traveling teachers will be compensated for mileage between the two school sites.
- 19.7.2 The District will make all efforts to prevent teachers from teaching at more than one (1) school site. When this is not feasible, teachers shall be supported by making a good faith effort not to assign more than two (2) preparations, restricting required travel to a single year, requiring faculty meetings only at the majority assignment, and scheduling preparation and lunch periods back-to-back. Mileage expense will be paid according to District-practice.
- 19.7.3 An employee who is authorized and directed in writing by the District to travel in his/her automobile on official District business shall be reimbursed for said travel at the rate established by the Board of Trustees, including but not limited to Home Hospital Teachers, Independent Study Teachers, and Teachers on Special Assignment.
- 19.8 Teachers who coach a team sport shall be limited to one (1) athletic period in that sport in either the Spring or Fall semester in any given school year.

- 19.9 Teachers will comply with the Education Code by submitting attendance once daily.
- 19.10 If the District wishes to adopt a new District-wide method for tracking grades, a committee made up of district personnel and unit members, appointed by the Federation, will be formed to review and recommend appropriate software for this adoption.
- 19.10.1 Effective 2016-2017, teachers on a reasonably current basis, shall input grades for coursework, homework, quizzes and tests into the District's online student information system grading program. Training shall be provided to any teacher needing assistance in utilizing the online system.
- 19.11 Job descriptions shall be developed and negotiated for all certificated unit members that are aligned with state and national standards.

ARTICLE 20. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 20.1 The District and the Federation 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 on or discriminate against any employee for exercising nor not exercising the membership, participation or organizational activities rights guaranteed herein or for membership or non-membership in the Federation.
- 20.2 The District shall deduct from the pay of Federation members and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
- 20.2.1 Such deduction shall be made only upon submission of the District form to the District Payroll Department, duly completed and executed by the employee.
- 20.2.2 The District shall not be obligated to implement any new Federation monthly dues deduction until the pay period commencing not less than 30 workdays after such submission.
- 20.2.3 The District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Federation for an amount equal to the total of the dues deduction made during the month and shall furnish the Federation a list of all employees affected, together with the amount deducted for each.
- 20.2.4 An employee may terminate Federation membership or voluntary dues deduction authorization at any time, but will still be subject to the service fee provisions of 20.3. Said deduction cancellation shall be effective on the pay period commencing 30 workdays after written submission.
- 20.2.5 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 20.2.6 The Federation agrees to indemnify and hold harmless the District, its members, and each member of the management against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any employee and remitted to the Federation, and the employee does not owe same, the Federation shall refund the same to the employee and the District shall not be liable for any refund. The Federation agrees to furnish any information needed by the District to fulfill these provisions.
- 20.3 Service Fee
- 20.3.1 Any certificated member who is not a member of the Federation, or who does not make application for membership within 30 days of the effective date of this section or within 30 days of the commencement of assigned duties shall pay a service fee to the Federation. A certificated employee may become a Federation member at any time by following the procedure in 20.2 above.
- 20.3.2 The obligation to pay a service fee may be met by a monthly deduction from the certificated employee's salary, by the certificated employee's direct payment to the Federation using a method established by the Federation, or if

the certificated employee is a religious objector, by complying with 20.3.6 through 20.3.9.

- 20.3.3 If a certificated employee does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the certificated employee of their contractual obligations. If after proper notice the certificated employee does not comply with the provisions of this Article, then the Federation shall notify the District and supply the District with proof of notice to the unit member. Upon receipt of such notice and proof, the District shall withhold the service fee from the unit member's salary and submit such fee to the Federation as provided in 20.3.10 below.
- 20.3.4 The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Federation and shall be used only for those purposes permitted by law.
- 20.3.5 Any certificated employee choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the regulations of the Public Employment Relations Board.
- 20.3.6 Notwithstanding the above, any certificated employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee. However, any certificated employee who qualified as a religious objector shall pay an amount equal to the service fee to one of the three following non-religious, non-labor organization charitable funds:
- 20.3.6.1 Oxnard Union High School Partnership Foundation
 - 20.3.6.2 American Cancer Society
 - 20.3.6.3 Special Olympics
- 20.3.7 A certificated employee paying an amount equal to the service fee to one (1) of the organizations listed above shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then upon receipt of notice and proof from the Federation, the District shall implement the provisions of 20.3.3 above.
- 20.3.8 It is recognized that the Federation, as exclusive representative of all certificated employees, is required to represent all such employees fairly without regard to Federation membership or non-membership. However, any employee who holds religious objections pursuant to 20.3.6 above, who requests the Federation to use the grievance procedure or arbitration procedure on his or her behalf, shall pay the Federation for such representation. The Federation shall charge the faculty member for the reasonable cost of using such procedure.
- 20.3.9 The Federation agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this article. The District agrees that in consideration of the Federation's obligation hereunder the District will notify the Federation in writing of any matter within seven (7) days of service thereof upon the District. The

District and the Federation shall both fully cooperate with each other on any matter commenced against the District. The Federation may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter.

20.3.10 Remittance of Funds

20.3.10.1 Funds deducted on behalf of the Federation pursuant to this Article will be remitted to the Federation within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

20.3.10.2 The District will provide the Federation with a statement accompanying the remittance indicated the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.

ARTICLE 21. GAINFUL EMPLOYMENT AND EXTRA DUTY ASSIGNMENTS

21.1 Additional Gainful Employment Clause

21.1.1 The District is willing to have a two-level interview process for head coaches. The first level would include Federation, community, and administrative participation to recommend the top three (3) candidates to the principal who shall make the final decision which may include the rejection of all three (3). The principal is to choose the best-qualified candidate. Best qualified is to be based upon a consideration of what is best for the academic and athletic program of the District. In-district candidates shall be interviewed.

21.1.2 In-District candidates who are not selected may either receive in writing the reasons for non-selection or request to meet with the principal to learn why they were not selected.

21.1.3 For other positions with the school for which unit members may earn additional income, the principal shall devise a process by which such positions are assigned equitably, inform the faculty of the process and advertise the position.

21.1.3.1 To maintain quality media services for students provided by the Library Media Center extended hours shall include any hours before or after the school day and/or during lunch. Certain qualifications are required in order to provide this quality service. Therefore, the Library Media Teacher shall be considered for this additional gainful employment. If declined, applicants who hold a Library Science credential shall be considered.

21.1.3.2 In those instances where there is no one with the Library Science credential available, other unit members will be considered. The position will be advertised and interviews will be held on site. The unit member selected will be trained according to 19.1.2.

21.1.3.3 In order to provide continuity in the library instructional program, teachers selected for lunch or extended hours shall serve a one-year term.

21.1.4 Additional Gainful Employment

Selection of hourly candidates shall be according to the following criteria:

1. All unit members who are properly credentialed for a position for which they apply shall be deemed qualified unless they do not meet criteria agreed upon by both the OUHSD and the Federation.
2. Properly credentialed members who apply for any hourly position included shall be ranked according to the following criteria:
 - a. six (6) points shall be awarded to the candidate if he/she has served in any position included in this section during the semester prior to the semester for which the position in question has been applied;
 - b. five (5) points shall be awarded to the candidate if he/she has served in any position included in this section two (2) semesters prior to the semester for which the position in question has been applied;

- c. four (4) points shall be awarded to the candidate if he/she has served in any position included in this section three (3) semesters prior to the semester for which the position in question has been applied;
 - d. three (3) points shall be awarded to the candidate if he/she has served in any position included in this section four (4) semesters prior to the semester for which the position in question has been applied;
 - e. two (2) points shall be awarded to the candidate if he/she has served in any position included in this section five (5) semesters prior to the semester for which the position in question has been applied;
 - f. one (1) point shall be awarded to the candidate if he/she has served in any position included in this section six (6) semesters prior to the semester for which the position in question has been applied.
3. The candidate with the *lowest* point total shall be awarded the position.
 4. Unless agreed upon by the OUHSD and the Federation, positions shall be awarded on a semester basis.
 5. In case two (2) or more qualified candidates shall have the same point totals, seniority in the OUHSD shall determine the successful candidate. The candidate with the greatest amount of service to the OUHSD shall be deemed the successful candidate.
 6. In case of point ties after seniority has been applied, a coin flip or other random selection mechanism agreed upon by all affected candidates shall be employed.
 7. If a candidate accepts a position and then fails to fulfill the duties of the position for the entire semester, the second ranked qualified candidate shall be offered the position.
 8. Acceptance of a position or partial service in a position shall be deemed sufficient to earn that candidate the same number of points awarded had he/she served in that position the entire semester.
 9. Points shall be awarded for positions included in this section beginning with the fall, 1995-96 semester.
 10. An example follows for a position available during the fall semester.
 - a. Teacher A has served in a position during the previous fall semester and has served 11 years in the OUHSD. Teacher A has a total of five (5) points.
 - b. Teacher B has served in a position during the previous spring semester and has served 15 years in the OUHSD. Teacher B has a total of six (6) points.
 - c. Teacher C has served in a position during both of the previous two (2) semesters and has served 29 years in the OUHSD. Teacher C has a total of 11 points.
 - d. Teacher D has served in a position during the previous fall semester and has served 17 years in OUHSD. Teacher D has a total of five (5) points.

- e. Teacher A and D have the same number of points and are low point leaders among the teachers who applied for the position. However, Teacher D has more seniority than Teacher A. Therefore, Teacher D is awarded the position.
 - f. If Teacher D should refuse the position, then Teacher A would be offered the position, and upon refusal, the next lowest point total teacher shall be offered the position.
11. A unit member may concurrently hold more than one (1) position included in this section only if there were no other qualified candidates who had applied for any of the positions awarded to said unit member.
 12. Some hourly positions may be subject to in-service training. If a position is subject to in-service training a person must complete the training prior to eligibility for payment.
 13. Per Section 44919(b) of the Education Code, an in-district candidate for a coaching position who meets the minimum qualifications set out in the posting for the coaching position will be selected. This process does not require the appointment or the consideration of a coach who has already been removed from a coaching position with the District. The process does not prevent the employment of a teacher simultaneous with the teacher's selection for a coaching position. Head coaches of varsity sports are not responsible for hiring but are responsible for the provision of input for hiring decisions both for lower level coaching programs and their own teams. All final decisions on coaching are made by the school principal in consultation with the Director of Athletics.

The District and Federation share a commitment to excellence in the performance of extra duty assignments and this Article is intended to promote ethical and competent service in accordance with the District's policies, regulations (including BP/AR 6145.2), and directives by each coach, athletic director, and any other unit member assigned to extra duty work.

For the first two years after the initial appointment to an extra duty assignment, a unit member will serve on a probationary basis during which he/she may be released from the position at the end of the year upon written notice. After the probationary period, a unit member may be removed by the principal from an additional gainful employment position during the school year provided that the principal first provides to the unit member a written description of the performance deficiencies and provided an opportunity for improvement, except in cases involving serious or egregious conduct, poor judgment, or violation of the District's policies or regulations, where a unit member may be removed immediately. Gainful employment positions shall include coaches, and all extra-curricular paid assignments.

14. All head coaches and athletic directors may be evaluated by the principal or designee within one month of the completion of their season.

21.1.5 All vacant stipend positions for coaching shall be advertised to all unit members, via global email.

21.2 Extra Duty Assignments

- 21.2.1 All extra-duty positions shall have a job description. These descriptions will include duties and responsibilities, number of students supervised, number of competitions/performances, and number of hours.
- 21.2.2 There shall be a five-level system for extra-duty pay. All certificated extra-duty employees within the District shall be paid a percentage (see Appendix F) of their "step" in Class I of the Certificated Salary Schedule. Percentages are as follows: Level 1 = 8.25%, Level 2 = 6.75%, Level 3 = 5.5%, Level 4 = 4.0%, Level 5 = 2.5%.
- 21.2.3 Each "step" on the Extra Duty Pay Schedule is equivalent to one (1) documented term of service in a specific area/sport. Extra duty service performed within the District shall count for advancement in "step"; however, experience in one area/sport shall not count toward advancement in another. All employees shall receive credit for past service within the District. No credit will be given for experience outside the District.
- 21.2.4 After eight (8) years of service in the same area/sport, one hundred-fifty dollars (\$150.00) will be added to the certificated employee's unit member's extra duty stipend.
- 21.2.5 If rehired, certificated employees who have left extra duty assignments within the District shall be able to re-enter at one step above their previously attained step.
- 21.2.6 Head athletic coaches shall be paid one hundred and fifty dollars (\$150.00) and assistant coaches seventy-five dollars (\$75.00) for post-season CIF playoff competition.
- 21.2.7 An athletic coach may not be paid for more than one (1) coaching position per season of sport. Unit members receiving Extra Duty Pay may only receive one (1) stipend per semester unless the position has been posted and no other qualified certificated unit member applied for the position.
- 21.2.8 All vacant athletic coaching positions shall be advertised at all District school sites.
- 21.2.9 To facilitate access to coaching positions for unit members, vacant coaching positions occurring during a vacation period (two (2) weeks prior to Winter, Spring, and two (2) weeks prior to and during Summer Break) will be posted to the District Web Site.
- 21.2.10 Unit members interested in a coaching position filled by a walk-on coach may submit a resume and letter of interest for the principal's consideration.
- 21.2.11 Effective 2016-2017 academic schoolyear, a 1.0 FTE who teaches a sixth (6) class (1.2) shall be compensated at a rate of one-fifth (1/5th) for the additional period.

ARTICLE 22. ACADEMIC FREEDOM

- 22.1 The District accepts and values that teachers use individual creativity and diverse strategies to deliver Standards-Based Curriculum to its students. The District shall not use a unit member's personal or academic beliefs in any action against the unit member unless said personal or academic beliefs affect the unit member's job performance.

ARTICLE 23. EFFECTS OF LAYOFF

- 23.1 The provision of this article shall deal with reduction in force actions the District may initiate pursuant to Education Code § 44955 and 44955.5.
- 23.2 The Federation and the District agree that the collective bargaining agreement presently in effect shall so continue as presented in said agreement, including all articles and side letters.
- 23.3 The Federation and the District understand the legal provisions of the Education Code regarding reduction in force actions by the District and nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall it be construed to remove the reduction in force protection of the Education Code for unit members.
- 23.4 The District and the Federation agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions in force are necessary.
- 23.5 For the purpose of prioritizing those employees who have received a layoff notice and who have been determined to have the same day of first service, the criteria for prioritization shall be determined by the District and shall be based upon the needs of the District and the students thereof.
- 23.6 Article 17. Fringe Benefits shall provide coverage through September 30 for those unit members who have worked a full school year and who are given layoff notice as a result of a reduction in force action by the Board on or before May 15 of the previous school year.
- 23.7 The District shall compensate any permanent (tenured) unit member who has been laid off in accordance with a reduction in force action at the unit member's daily rate of pay should the unit member be used in a substitute capacity for a full-time absent employee. These former unit members shall be called for substitute service prior to regular day-to-day substitutes and shall be called for substitute service for a period not to exceed 39 months from the date of termination in accordance with the provisions of Education Code Section 49956.
- 23.8 The District shall compensate any probationary unit member who has been laid off in accordance with a reduction in force action at 75% of the unit member's daily rate of pay should the unit member be used in a substitute capacity for an absent full-time employee. These former unit members shall be called for substitute service after the former employees described in Section 23.7, above, but prior to regular day-to-day substitutes, for a period not to exceed 24 months from the date of termination in accordance with Education Code 44957.
- 23.9 A laid-off employee shall be eligible to purchase fringe benefit coverage in accordance with Federal law.
- 23.10 When an employment opportunity exists, the District shall be obligated to make a reasonable effort to contact the former employee:
- 23.10.1 When an employment opportunity is for a day-to-day or short-term substitute position, "reasonable effort" shall mean a telephone call to the last known telephone number of the employee.
- 23.10.2 When the employment opportunity is for one (1) semester or more, "reasonable effort" shall mean the sending of a registered letter of notification to the last known

address of the former employee.

- 23.11 Employees given a March 15 notice of intended non-reemployment shall be entitled to use three (3) days of available personal necessity leave for purposes of bona fide job interviews with other prospective employers.
- 23.12 The District and the Federation agree that any alleged violation of this Article shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article 7, Grievance and Arbitration Procedures.
- 23.13 Except as provided for in this Agreement, the District and the Federation each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction in force actions, and the effects related thereto even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE 24. CONCERTED ACTIVITIES

- 24.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Federation, or by any of the Federation's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 24.2 The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Federation agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 24.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 24.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any employee and/or the Federation, and to take any other emergency action as needed.
- 24.5 It is also agreed that there will be no lockout of employees during the term of this Agreement.

ARTICLE 25. EFFECT OF AGREEMENT

- 25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State laws to the extent permitted by State law and that except as expressly provided by specific provisions of this Agreement, all lawful practices, procedures and regulations are discretionary within the District.
- 25.2 The District and the Federation shall make a mutual effort to work together regarding implementation and interpretation of this Agreement.

ARTICLE 26. SAVINGS

- 26.1 If any provision of this Agreement are held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect. The District and the Federation agree that they will meet within 30 days of said court decision to bargain about the severed portion(s) of the Agreement.

ARTICLE 27. PROFESSIONAL GROWTH

- 27.1 This article applies only to those employees who, as of September 1, 1985, do not hold a clear multiple or single subject-teaching credential.
- 27.2 Those employees to whom this article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities, which contribute to competence, performance, or effectiveness in the profession of education and the instructional goals of the District. This program is to be completed within each five (5) year period. The initial five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:
- 27.2.1 Completion of courses from a regionally accredited college and university.
 - 27.2.2 Participation in professional conferences, workshops, teacher center or staff development programs.
 - 27.2.3 Participation in school or district curriculum development projects.
 - 27.2.4 Participation in systematic programs of observation and analysis of teaching.
 - 27.2.5 Service in a leadership role in a professional organization.
 - 27.2.6 Participation in educational research or innovation efforts.
- 27.3 A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter shall equal ten (10) clock hours.
- 27.4 Before a holder of a clear teaching credential commences or amends an individual program of professional growth, a school principal, a mentor teacher or other designee chosen by the employee in accordance with State law, shall certify to the employee that the planned program or amendment complies with the governing code sections and regulations of the Commission on Teacher Credentialing.
- 27.5 A holder of a clear teaching credential shall submit, at five-year intervals, to the Commission on Teacher Credentialing a verification by a principal, a mentor teacher, or other designee chosen by the employee in accordance with State law that the holder has satisfied the minimum requirements specified in 27.2 above.
- 27.6 A holder of a clear teaching credential may appeal an adverse action by a principal, a mentor teacher or other designee related to professional growth to the Commission on Teacher Credentialing and shall not be entitled to file a grievance regarding professional growth.
- 27.7 As condition of initial and continuing employment, unit members employed after December 15, 1993 who possess a single subject credential may be required to add at least one (1) additional authorization. The District and Federation will annually prepare a list of needed authorizations. Unit members who fail to obtain this additional authorization within four (4) years will be deemed to have performed their duties unsatisfactorily and be frozen on the salary schedule until such authorization is obtained. Each affected employee will obtain one (1) additional authorization in an area of identified District need. Such areas will be determined in consultation with the Federation.

ARTICLE 28. DEPARTMENT CHAIRPERSON AND SELECTION PROCESS

- 28.1 Department Chairperson Selection Process
- 28.1.1 A department chairperson shall be biennially nominated in writing at the regular March department meeting or at any time following the regular February department meeting and before the regular March department meeting. A non-tenured unit member cannot be appointed as Department Chair; he or she may only be elected.
- 28.1.2 The election shall be at the regular March or April department meeting.
- 28.1.3 Except as stipulated later in this section, the term of the department chair shall be two (2) years.
- 28.1.4 The vote to select the chairperson shall be weighted by the number of periods taught in that department by each employee who works in the department. Each person shall be allotted one (1) vote for each period he or she teaches in the department. All regularly contracted unit members may vote providing they are compensated by the OUHSD at the time of the election and fulfill one (1) of the following criteria:
- (a) are full-time or part-time employees
 - (b) are on sabbatical leave
 - (c) are using sick leave
- 28.1.5 All voting members must be present at the polling site in order to vote.
- 28.1.6 All candidates receiving a simple majority of the votes cast shall be declared winner. If there are more than two (2) candidates and no candidate receives a majority of the votes cast, then there shall be an immediate runoff between the two (2) candidates who receive the greatest number of votes.
- 28.1.7 In a case in which the department cannot determine a clear winner between two (2) candidates, the two (2) candidates each shall serve one year of the two-year term. Order of service shall be determined by lot.
- 28.1.8 The election may be held by roll call. However, any member of the department may submit a request in writing that a Federation official conduct a secret ballot election. In such a case, a Federation official (either the Federation site representative, or in a case in which the site representative is a member of the affected department, the Federation Executive Director) shall conduct a secret ballot election.
- 28.1.8.1 The term of department chairs will be two (2) years beginning July 1-June 30 of the following year.
- 28.1.9 Department chairpersons shall have a job description which lists responsibilities to include (1) supporting the teaching efforts of other department members; (2) recommending departmental budget items; (3) providing direct input to the master schedule for the department's class offerings in regular and summer session; (4) assisting the site administrator in coordinating and determining assignments of department members to specific classes; (5) assisting in the balancing of enrollment in department classes; (6) consulting with members regarding curricular objectives; (7) gathering and disseminating research on effective subject matter teaching practices; (8) consulting with the site administrator or

designee on departmental issues; (9) maintaining a harmonious and productive working environment within the department; and (10) convening and attending required meetings.

28.1.10 An annual evaluation of the department chairperson shall be in writing and completed by the principal or designee with the input of the department members no later than the end of the fall semester. The department chairperson, if he or she elects, may respond to the evaluation in writing.

28.1.11 The evaluation shall be based solely upon the job description and the goals set by the department chair in conjunction with the principal and the department.

28.1.12 A department chair may be removed from the position of department chair before the expiration of his or her tenure in the position by one (1) of the following procedures:

28.1.12.1 The Principal may remove a department chair by the following procedure:

28.1.12.1.1 A written evaluation by the Principal, or Principal's designee, stipulates specific deficiencies in a department chair's performance in this position. These deficiencies shall be of sufficient gravity to seriously affect the efficient functioning of the department.

28.1.12.1.2 The Principal, or Principal's designee shall, meet with the department chair to discuss the alleged deficiencies. The Principal, or designee, must stipulate in writing specific measures to correct the alleged deficiencies in the performance of the department chair.

28.1.12.1.3 If, after a reasonable time, the department chair does not correct these deficiencies, the Principal may remove the department chair.

28.1.12.2 A department may remove a department chair by the following procedure:

28.1.12.2.1 Any member of the department shall present the Federation site representative (or in the case that the Federation site representative is a member of the affected department, the Federation Executive Director) with a petition requesting a new election.

a) This petition must be signed by department members representing at least fifty percent of the possible votes of that department.

28.1.12.2.2 The Federation representative shall keep the names on this petition in confidence.

28.1.12.2.3 The Federation representative shall inform the department chair that such a petition exists and that the department chair, at the next department meeting, shall announce that an election for department chair shall be held at the following department meeting.

28.1.12.2.4 At the request of any department member, the Federation representative shall attend the meeting at

which the recall election is scheduled to be announced.

- 28.1.12.3 An election for a department chair to replace one removed pursuant to 28.1.12 or 28.1.12.1 shall be conducted at the regular department meeting following the meeting at which the removal of the department chair is made known to the affected department and shall follow the procedures stipulated in 28.1.4 through 28.1.8.
- 28.1.12.4 In a case in which no department member is willing to serve as a department chair, the Principal may appoint either a willing faculty member who is not a member of the department or a member of management as interim department chair.
- 28.1.12.5 In case of the removal of a department chair pursuant to 28.8.12 or 28.8.12.1 above, the new department chair shall serve only until the regular term of the removed department chair expires.
- 28.1.12.6 If the Department Chair resigns, is transferred or is otherwise unable to continue serving, nominations will be held at the next department meeting. An election shall be held at the earliest possible opportunity. The new Department Chair shall fill out the remainder of the existing term.
- 28.1.12.7 Department chairs may maintain the past practice of sharing department chair duties and pay without having to replicate duties provided that only one of the two is designated to attend all mandatory district and site meetings. Such a designation may be changed no more than once per year.

ARTICLE 29. SUPPORT OF AGREEMENT

- 29.1 The District and the Federation agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Federation will support this Agreement.

ARTICLE 30. CONSULTATION

- 30.1 The Oxnard Federation of Teachers and the Oxnard Union High School District agree that they will consult on the following topics but are not limited to these items:
- 30.1.1 The distribution of special education students into regular program classrooms in order to achieve compliance with governmental agency mainstreaming requirements and to achieve reasonable parity among members of the affected departments.
 - 30.1.2 Material changes in school finance that may occur during the life of the agreement that affect the Oxnard Union High School District.
 - 30.1.3 Any modifications of the tentative calendars for 2019-2020, 2020-2021, and 2021-2022 may be modified by mutual agreement to comply with legal requirements or implementation concerns.
 - 30.1.4 The Federation reserves the right to consult with the District concerning the planning and implementation of inservice training affecting unit members.
 - 30.1.5 Hiring is a management right and the District reserves the right to design the hiring process. The District agrees to consult with Federation on the selection process by having Federation appoint a panel of unit members, including department chairs, willing to serve on selection committees. The District will select from this panel and will use department chairs for hiring in their departments if they are available. Federation agrees to take ethnicity into consideration in the appointment of the panel to allow the District to meet its affirmative action goals. Federation has the option of having representation on all preliminary interview committees formed by the District for hiring of certificated positions. It is the District's right to include other staff as it deems appropriate for inclusion on those committees where Federation panel members are used.

ARTICLE 31. COMPLETION OF MEET AND NEGOTIATIONS

- 31.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, subject to the reopeners stated below, the District and Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 32. TERM AND RENEGOTIATIONS

- 32.1 This agreement shall remain in full force and effect up to and including June 30, 2021; and thereafter shall continue in effect from year to year, unless and until one of the parties notifies the other in writing no later than June 30, 2021, of its request to modify, amend or terminate the Agreement.

ARTICLE 33. ADULT AND CONTINUING EDUCATION

- 33.1 Adult School employees shall be covered by Article 1. Agreement and Recognition, Article 2. Definitions (except as modified below), Article 3. Federation Rights, Article 4. District Rights, Article 5. Non-Discrimination, Article 6. Progressive Discipline, Article 15. Employee Safety, Article 20. Professional Dues or Fees and Payroll Deductions, Article 22. Academic Freedom, Article 23. Effects of Layoff except for 23.1, 23.7, 23.8, 23.11, and 23.13, Article 24. Concerted Activities, Article 25. Effect of Agreement, Article 26. Savings, Article 29. Support of Agreement, Article 30. Consultation with the addition of Adult School to the language, Article 31. Completion of Meet and Negotiations, and Article 32. Term and Renegotiations.
- 33.2 District and Federation have agreed to the provisions of this Article in recognition of the special conditions involved in the Adult School. Adult School is conducted by a combination of full-time and part-time employees trained in the methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, life-long learning, and vocational and occupational training. While it is recognized that Adult School personnel may be concurrently employed in other District programs including but not limited to 9-12, it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to the Adult School, this article shall prevail.
- 33.2.1 The District and Federation agree to a reopener on health benefits for the 2004-2005 year.
- 33.3 Agreement and Recognition
- 33.3.1 All personnel in Adult School programs shall be employed under offers of employment. These offers shall specify the duration of the employment, and shall terminate on or before June 30 of the year in which they are issued. If the duration of the offer is to extend beyond June 30, a second offer shall be issued to cover the balance of the employment period.
- 33.3.2 The term for a person hired to complete the term(s) of employment of another person shall be for the duration of the original term(s). All offers of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reductions of the educational offering, insufficient enrollment or attendance, unsatisfactory performance, or any of the causes listed in Education Code §44930 et. seq.
- 33.3.3 Provision of Teachers' Names and Addresses to Federation
- 33.3.3.1 The Adult School Administration shall provide the Federation with name and number of hours assigned to all newly hired teachers. Names and number of hours for current teachers shall be provided to Federation every August.
- 33.4 Definitions
- 33.4.1 Throughout this Article the term "unit member(s)" are defined as those persons who are assigned for six (6) or more hours per week and shall be included within the bargaining unit and eligible to utilize the grievance procedures of Article 6.
- 33.4.2 For purposes of the grievance procedure, "day" shall be defined by the Adult School schedule. Sections 2.3, 2.7, 2.8, 2.9, 2.10 and 2.11 shall be applicable from Article 2 Definitions.

- 33.4.3 "Work hour" shall mean an hour for which a unit member receives an offer of employment to render service to the District.
- 33.4.4 "Hourly rate of pay" shall mean the unit member's' salary per hour as per the Adult School salary schedule.
- 33.4.5 "A class meeting" shall mean all of the hours for which the class is scheduled on a given day.
- 33.4.6 A "day" shall be defined by the Adult School calendar.
- 33.4.7 A "temporary employee" is an employee who is assigned less than 19.2 hours per week.
- 33.4.8 A "permanent employee" is an employee who is assigned and worked at least 19.2 hours per week for two (2) complete consecutive years.
- 33.4.9 A "probationary employee" is an employee who is assigned and working at least 19.2 hours per week, but has not completed two (2) complete consecutive years.
- 33.4.10 A "tenured employee" is the same as a permanent employee.

33.5 Class Size. Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

- 33.5.1 Except as indicated by tenure laws or as indicated below, Adult School unit members shall be employed on an hourly, as needed basis. For employees working and entitled to fewer than 19.2 hours whose class(es) have enrollments of twenty (20) or more the class will be continued for the duration of the term so long as the attendance does not drop lower than fifteen (15). In the event that a class is to be closed, the Adult School Principal or his designee will personally inform the instructor of the decision to close the class and the date/time of the last class meeting.
- 33.5.2 If the class is subsequently offered pursuant to the assignment pattern in 33.15.2 and taught by the same unit member, the class must have attendance of eighteen (18) or more to be continued for the duration of the term.
- 33.5.3 Unit members with 19.2 or more hours, whose class does not meet the minimum of minimum attendance of fifteen (15), will be assigned within the scope of his or her credential to a position held by the least senior employee/unit member for the number of class hours cancelled. The displaced employee/unit member shall not have bumping rights
- 33.5.4 Classes, which do not meet the minimum class size requirements described above, may be continued at the discretion of Adult School based upon the following criteria:
 - 33.5.4.1 The class is part of a "start-up" or "venture" program.
 - 33.5.4.2 The class is part of a high school diploma program for credit.
 - 33.5.4.3 The class is fee-based and financially self-supporting.
 - 33.5.4.4 The class is legally mandated.

33.5.4.5 The class is longstanding and has traditionally met a specific community need.

33.5.4.6 Other classes which do not meet the above criteria may be continued by mutual agreement of Federation and Adult School.

33.5.5 In laboratory classes such as ABE, ALC computer lab, Adult Learning Center, the overall monthly ratio of students-to-teachers shall be maintained at fifteen-to-one (15-1).

33.6 Evaluation Procedure

33.6.1 The District retains sole responsibility for the evaluation and assessment of performance of each Adult School unit member, subject only to the following procedural requirements: Should an Adult School unit member believe an evaluation to be derogatory, the unit member will be given an opportunity to comment thereon as provided for by law. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the District, nor shall the grievance contest the judgment of the evaluator; any grievance shall be limited to a claim that the following procedures have been violated.

33.6.2 Evaluation of the performance of Adult School unit members shall be made, as needed, at least once every semester for probationary personnel, and at least once every other year for unit members with permanent status. Should a teacher be employed after the mid-point of the first semester of a school year, evaluation for that semester shall be at the option of the principal.

33.6.3 Adult School unit members with permanent status may be evaluated yearly or more often, if the District or the evaluator deems it appropriate. Reasons for evaluating permanent personnel more often than the minimum required could include but would not be limited to situations such as a new assignment; unsatisfactory previous evaluations; the assignment of a new evaluator; or a need to improve the instructional program.

33.6.4 Adult School unit members must comply with the standards contained in the evaluation forms, which are contained in the Adult School Appendix.

33.6.5 Classroom observations may be, but shall not be required to be, arranged by the evaluator and the Adult School unit member in advance of an observation.

33.6.6 Previous to the completion of the summary evaluation form, at least one (1) observation and conference should be held. The Evaluation Report may be presented in writing. An Adult School unit member may request a conference to discuss its conclusions.

33.6.7 The evaluator shall not base his evaluation on the quality of an Adult School unit member's classroom instructional program on information that is not collected through a means reasonably calculated to achieve accuracy. Negative evaluation of performance shall not be predicated upon information or material of a derogatory nature which has been received by the evaluator from sources, such as other teachers, parents, and citizens, unless the facts have been verified by the evaluator, and discussed with the unit member.

33.6.8 As provided for by law, an Adult School unit member shall have the right to inspect materials in his or her personnel file, except ratings reports and records which, (1) were obtained prior to the employment of the person involved, (2) were prepared

by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. The time taken for personnel file review shall be unpaid and outside of a unit member's regularly scheduled hours.

33.7 Leaves

- 33.7.1 All other leaves in Article 11 except for Sabbatical shall be granted and implemented according to the procedures in Article 11.
- 33.7.2 Part-time service leave will be granted only for tenured employees who have established a number of hours. No employee, not already entitled to benefits, may contribute toward coverage as a result of unpaid, part-time leave.
- 33.7.3 Sick leave shall be provided unit members on the basis of one (1) hour of sick leave for each 18 hours worked. Sick leave credit earned in the Adult School shall be eligible for STRS as set out in 11.7.2.6.
- 33.7.4 Personal necessity leave shall only be taken in a minimum of three-hour allotments or whole class allotment.
- 33.7.5 On or before December 1 and June 1 of each year, the District shall notify, in writing, Adult School teachers of the total number of hours of accumulated sick leave.
- 33.7.6 Three (3) days, or the hourly equivalent, of discretionary personal necessity leave will be granted for those employees who have adequate sick leave.

33.8 Transfer and Reassignment

- 33.8.1 Transfer is defined as a change from one adult school site to another adult school site. Voluntary transfer is defined as a transfer made at the request of a unit member. Involuntary transfer is defined as a transfer made by Adult School.
- 33.8.2 Reassignment is defined as a change in assignment within an adult school site and shall not be made arbitrarily or capriciously.
- 33.8.3 A site is defined as any separate facility where classes are conducted.
- 33.8.4 Requests for voluntary transfers shall be maintained in the office of the principal and the Superintendent for no less than one (1) year. Employment opportunity postings shall consist of a job description, time and place of employment, number of hours per week and wage per hour, and deadlines for submitting applications.
- 33.8.5 A response to advertised employment opportunities is to be submitted to the Adult School office.
- 33.8.6 The Adult School management shall notify the applicant of the status of the transfer, increase in hours, increase in hours due to expansion of any program, or other employment opportunities, including positions that are new or vacant.
- 33.8.7 Transfers by the District shall be based on the following criteria: preference of the employee; length and quality of employee service in the District; experience and teaching background; affirmative action goals and needs of the District; and preference of Adult School management.
- 33.8.8 Seniority shall be determined by Adult School-wide rather than site-level seniority.
- 33.8.9 If a unit member is transferred involuntarily due to enrollment shifts and/or decline,

the unit member shall be offered the first opportunity to return to the unit member's previous site if a subsequent vacancy develops at that site from which the employee had been involuntarily transferred.

33.8.10 Those to be involuntarily transferred may indicate a preference of assignment to the Assistant Superintendent-Human Resources and Adult School management.

33.8.11 Those to be involuntarily transferred shall, upon written request, have a written reason for the impending transfer from Adult School management and the Assistant Superintendent-Human Resources.

33.9 Salaries

33.9.1 Adult School assignments are based upon enrollment and attendance of voluntary students. As attendance increases or decreases, so must staff assignments. Except as otherwise indicated in this Article, salary can be reduced as assignment is reduced.

33.9.1.1 The hourly rate of pay shall be set forth in the Adult School Appendix. Advancement in pay due to experience shall be contingent upon the unit member having provided service (actively working) to the District as an Adult School teacher for not less than 24 weeks during the preceding year.

33.9.1.2 Effective 2016-2017 academic school year, the District agrees to establish a longevity pay program after the completion of 15, 18, 24, 27, and 30-years. An Adult School teacher who works 32 hours will be entitled six hundred dollars (\$600.00) at the above intervals. One who works less than full time will receive the following prorations: five hundred dollars (\$500.00) for 22 hours and above, but less than 32 hours, four hundred dollars (\$400.00) for 12 hours and above, but less than 22 hours, or three hundred dollars (\$300.00) for 6 hours and above, but less than 12 hours.

33.9.1.3 On and off schedule adjustments shall be consistent with the remainder of the District certificated unit.

33.9.2 The substitute rate shall be based on the lowest rate of pay on the schedule for all new substitutes. Any existing member shall be paid their current wage for substituting.

33.9.3 Staff development attendance not during regular teaching assignment employee to be compensated at regular certificated in-service established rate.

33.9.3.1 At the election of the unit member, compensatory time can be given for attending meetings at the rate of one (1) hour of release time for each hour attended.

33.9.3.2 No more than eight (8) days or the hourly equivalent of compensatory time may be earned in an academic year.

33.9.3.3 Compensatory time will be approved with one (1) week notice except for the day before Thanksgiving, Winter Recess, February Break, Spring Recess, and any calendared holiday weekend.

33.9.3.4 Compensatory time must be taken in whole class units or the hourly equivalent.

- 33.9.3.5 A teacher may elect in advance the option of taking either compensatory time or compensation, at the regular certificated in-service established rate.
- 33.9.3.6 Compensatory time normally should be taken no later than the semester after it is accumulated. If that is not possible, whole class units or the hourly equivalent of accumulated compensatory time must be taken by the following semester.

33.10 Fringe Benefits

- 33.10.1 Each full-time unit member (32 hours) shall be entitled to participate in health and welfare benefits as contained below. Full-time unit members will be entitled to health and welfare benefits paid by the District at the rate then contributed for 9-12. Unit members who have worked for two (2) consecutive years, 24 up to 31 hours, shall be entitled to health and welfare benefits with 75% of the costs paid for by the District. After ten (10) years of service, there will be an increase to 80% of benefits paid for all those teachers assigned no fewer than 24 hours; for 25-28 hours 90% of benefits; for 28+hours 100% of benefits will be paid.
- 33.10.2 No unit member shall earn more than one (1) full benefit from any combination of regular day school employment and Adult School employment. Qualification for benefits cannot combine hours worked between regular day school employment and adult school employment.
- 33.10.3 All unit members receiving fringe benefits may continue to receive fringe benefits for that benefit year by contributing the differential percentage that their assignment is to full-time, i.e., if the unit member were assigned 32 hours and during the benefit year was reduced to 16 hours, then the unit member could retain benefits by contributing 50% of the costs. This right is conditioned upon continuing employment with Adult School. Unit members in benefit status who experience a reduction in hours will be maintained in benefit status at their current level for the school year.
- 33.10.4 Medical Retirement. The District agrees to grandperson the current full-time Adult School employees as of 1-22-99, so that they may individually achieve eligibility for the District's retirement benefit program. Each of the current full-time employees must qualify by working no fewer than 15 years. Adult School must pre-fund the cost of eligibility for the benefits funds and transfer those amounts to the District to be placed in a special reserve fund for health benefits. "Grandperson" is intended to mean those employees who are currently full-time as specified by side letter agreement. This agreement is not intended to include any existing or future employee other than those specifically set out in the side letter.
- 33.10.5 Nothing in the agreement to grandperson existing full-time Adult School employees is intended to provide a benefit greater than those provided to existing unit members.

33.11 Workday and Work Year

- 33.11.1 The workday is to be scheduled as per the Adult School calendar. The work year shall be established by the Adult School Administration after consultation with Federation.
 - 33.11.1.1 Calendars shall be determined for the following school year no later than May 31.

- 33.11.1.2 It is agreed that all calendars for all Adult School programs shall be negotiated by the District and the Federation. The Adult School year shall be a minimum of 175 days, excluding summer school.
 - 33.11.1.2.1 The commencement and ending dates for Adult School calendars (traditional, year-round, and alternative programs) shall be agreed upon through consultation between Adult School Administration and Federation.
- 33.11.1.3 Adult School classes may remain open during winter and spring recess periods for holding scheduled classes maintained in factories, commercial enterprises or institutions.
- 33.11.1.4 Once a calendar has been adopted for Adult School programs, it cannot be unilaterally changed except in compliance with agreement.
- 33.11.2 The teacher work assignment shall end after the end of the class.
- 33.11.3 Teachers shall be compensated for any mandatory, required meetings outside the assigned work hours.
- 33.11.4 Mileage shall be paid when an employee is required to commute between two (2) sites, without an intervening time in the schedule of two (2) or more hours.
- 33.11.5 The full-time teacher work year shall consist of 35 weeks at thirty-two (32) hours.
- 33.11.6 Full-time employees and those employees working no fewer than 75% of the hours a full-time employee works shall have the option of electing a twelve-pay installment plan. The plan shall calculate the employee's annual entitlement and divide that amount into 12 equal payments. Should it appear that the employee will not actually earn the amount estimated; the employee agrees to allow the District to recalculate the annual earnings and make the necessary adjustments either up or down so that the employee will have the final paycheck adjusted to reflect actual earnings. Should it be determined that this method of payment is a violation of wage and salary laws, the option shall terminate. Employees paid less than their actual earnings within a pay period will not be eligible for interest. The annualized pay process is specifically provided as a voluntary option for the employee.
- 33.12 Scheduling. The District agrees to make a good faith effort to notify unit members of their assignments at the earliest possible opportunity. If feasible, the District shall notify teachers of their tentative teaching schedules 15 calendar days prior to the start of each semester.
 - 33.12.1 When the District determines to cancel a previously scheduled adult education class session, the site administrator will give the affected unit member a minimum of 12-hours notice. If the minimum notice is not given, the unit member shall be paid for the class that was cancelled.
- 33.13 Working Conditions. Student aides or other clerical persons shall be available four (4) nights per week for assisting faculty in clerical duties, copying, etc. provided that sufficient funds are available as reasonably determined by Adult School Administration.
- 33.14 Layoff or Reduction of Unit Members for Lack of Funds

- 33.14.1 In the case of current Adult School funded personnel who are not to be renewed due to lack of work or lack of funds (when more teachers have assignment rights than course offerings), the following procedures shall apply:
- 33.14.1.1 The principal or designee shall first identify the affected course(s), including closely related courses in the same subject (i.e., English 1, 2, 3 and 4).
 - 33.14.1.2 The seniority of all personnel teaching the course(s) shall be reviewed.
 - a. Seniority is measured by the number of consecutive, uninterrupted years of service. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement.
 - b. To qualify for a year of seniority, the individual must have satisfactorily served at least 75% of the weeks for full-time service (24 weeks).
 - c. Service in both Adult School and categorical programs shall apply.
 - 33.14.1.3 The employee qualified, according to the criteria of 33.15.1.2 with the least longevity, shall be released first unless the principal reasonably determines that the person has needed instructional skills or qualifications, not possessed by an employee with greater longevity. A seniority list shall be maintained by the Adult School administration, provided to impacted employees and Federation prior to layoff pursuant to this Article. Federation shall be kept informed on the requirements for layoff during regularly scheduled consultation meetings. It is intended that any unit member who is credentialed and competent to perform continuing services will be retained, over more junior employees, even if the continued service is outside of the current assignment.
 - a. The employee shall be provided notice of layoff no less than ten (10) calendar days prior to its effective date, and an opportunity to have a hearing on the matter before the Administrator of Personnel if a hearing is demanded within five (5) days of notice.
 - b. The hearing shall give the employees the right to present evidence and provide a defense.
 - c. The Assistant Superintendent-Human Resources shall make findings of fact and render the decision of the District. Should the employee be reinstated, he or she shall be entitled to back pay for the hours lost.
 - 33.14.1.4 Non-tenured teachers; Reduction of hours for non-tenured teachers shall be conducted in a fair and equitable manner.

33.15 Staffing

- 33.15.1 Prior to the beginning of a term, the Adult School Administration shall prepare

a list of courses to be offered at that site by program. After preparing that list, the Adult School Administration shall make their assignment to those programs from the eligibility list of staff members currently teaching at that site. These positions need not be posted.

- 33.15.1.1 It shall be the responsibility of the Adult School Administration to identify courses, which meet the needs of the various programs offered by Adult School.
- 33.15.1.2 The Adult School Administration shall maintain eligibility lists of qualified employees composed of those employees by credential, seniority, and past assignments. "Qualified" as used in this sub-section, shall mean that the applicant has taught the same course or closely related course in the same subject, possesses the requisite credential, and possesses the needed instructional skills or qualifications as stated on the job posting. The Adult School administration shall select from among the qualified applicants to fill each position.
- 33.15.2 The first priority for assignment shall be the filling of positions by tenured staff who are guaranteed a number of hours. The second priority for assignment shall be maximizing the assignment of those tenured employees who are qualified for benefits. The third priority for assignment shall be maintaining tenured positions to no fewer than 25% of the total certificated employees in September of each school year. The fourth priority for assignment shall be enhancing the hours of those staff who have been rated satisfactory in their evaluations. The fifth priority will be filling positions from the eligibility lists maintained by site administrators.
 - 33.15.2.1 No unit member shall be entitled to, nor may he or she gain a right to a continuing assignment of more than full-time.
- 33.15.3 All remaining new or vacant part-time positions or courses in Adult School funded programs shall be posted at the applicable time reporting site and each division thereof by June 1 and by January 5. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.
 - 33.15.3.1 These vacancies shall be filled by paper screening applications based upon the priorities in 33.15.2 and interviewing no fewer than the top four (4) candidates.
- 33.15.4 Remaining unfilled positions shall be posted at the District Office and at all Adult School Sites by June 15 and January 15. To apply for such positions a person must either qualify as provided above or possess other appropriate training and experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. The Adult School Administration shall select from among the applicants.
- 33.15.5 Positions coming available after the beginning of the term may be filled at the discretion of the Adult School Administration.
- 33.15.6 Those to be involuntarily transferred may indicate a preference of assignments to the Adult School Administration.
- 33.15.7 Those to be involuntarily transferred shall, upon written request, have a written reason for the impending transfer from Adult School Administration.

- 33.15.8 Adult School agrees to make a good faith effort to consider part-time teachers' preference in making assignments. When possible, employees will be notified of their assignment 15 calendar days before the beginning of each semester. Employees may indicate a preference for a change of assignment by notifying the Adult School Administration in writing 45 days before the beginning of the next semester.
- 33.15.9 Staffing Summer School. In programs that feature a year-round calendar, staffing shall continue as usual. The first priority in other than year-round programs shall be the filling of positions by those current full-time and part-time employees that are assigned to those programs during the regular year.
 - 33.15.9.1 Laboratory classes during the summer school operating with a reduced number of hours will have teaching assignments divided equitably.
 - 33.15.9.2 Effective July 1, 2003, prospectively, a unit member who teaches summer school will be credited with one (1) year on the salary schedule for every six (6) summers, 36 weeks taught. Credit will be applied toward the pay schedule and not toward seniority.
- 33.16 Release of Personnel for Unsatisfactory Performance
 - 33.16.1 Current personnel in either Adult School or categorically funded positions do not have an implied right to employment beyond their assigned term except as required by the Education Code. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be evaluated in accordance with the requirements of this article.
 - 33.16.1.1 Unit members released for unsatisfactory performance must have been preceded by compliance with the evaluation provisions of this article.
 - 33.16.1.2 The rights of personnel with an assignment of less than six (6) hours per week are limited to final notice.
 - 33.16.2 After complying with the evaluation process, repeated student/staff complaints which have been verified and discussed and/or a noticeable decrease in attendance are reasons for reduction in teaching hours.
 - 33.16.3 Teachers are responsible for the accurate, complete and timely reporting of attendance.
- 33.17 Consultation Rights

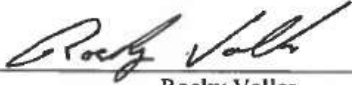
Federation will have consultation rights with the Adult School Administration regarding safety issues, preparation time for appropriate circumstances, and unforeseen class cancellations.
- 33.18 An Adult Education representative will be included as a participant on the Budget.

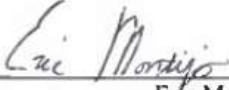
SIGNATURES

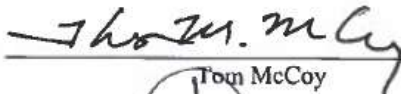
SIGNATURES
December 18, 2018


Oxnard Union High School District

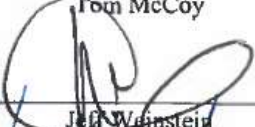
Oxnard Federation of Teachers and
School Employees


Rocky Valles

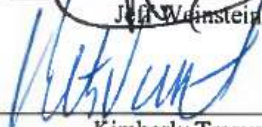

Eric Montijo


Tom McCoy

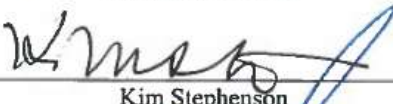

Kassandra Hawkins


Jeff Weinstein


Wes Davis

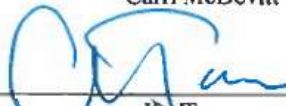

Kimberly Tresvant



Joshua Chancer


Kim Stephenson


Carri McDevitt


Ted Lawrence


Ko Tamura


Rob Edison

APPENDIX A. CERTIFICATED SALARY SCHEDULE



**CERTIFICATED TEACHER
SALARY SCHEDULE
2018-2019 SCHOOL YEAR**

STEP	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>
	BA	BA + 30 Upper Division Semester Units*	BA + 45 Upper Division Semester Units* or MA	BA + MA including 60 Upper Division Semester Units*
	<u>PRELIMINARY Credential</u> or Clear CTE Credential	<u>CLEAR Credential</u> Gen. Sec, Std Sec, or Single Subject	<u>CLEAR Credential</u> Gen. Sec., Std. Sec., or Single Subject	<u>CLEAR Credential</u> Gen. Sec., Std. Sec., or Single Subject
1	54,322.69	54,969.71	59,868.78	64,758.64
2	54,322.69	58,611.86	63,506.24	68,398.38
3	57,359.32	62,251.61	67,139.10	72,035.90
4	60,987.59	65,889.07	70,785.84	75,677.89
5	64,636.56 **	69,528.89 **	74,416.44 **	79,317.71 **
6	68,269.53	73,166.34	78,058.49	82,946.00
7	71,778.02	76,801.47	81,702.88	86,585.74
8	75,286.51 ***	80,441.31	85,338.03	90,234.71
9	78,794.99 ***	84,081.10	88,977.79	93,858.35
10	82,303.49 ***	87,727.76	92,608.37	97,511.99
11	85,811.97 ***	91,360.63	96,250.48	101,144.88

DEGREES/UNITS CREDIT

*Salary credit will be granted for degrees/units relevant to your assignment. Generally excluded are degrees in administration (Business, Public).

PREVIOUS EXPERIENCE CREDIT

**Highest placement for newly hired employees. Placement Exception: newly hired Speech/Language Pathologist and Visually Impaired teacher.

CLASS I STEP MOVEMENT

***Class I/Steps 8 through 11 are reserved for non-BA holders with a Clear CTE Credential only.

THE ABOVE FIGURES ARE BASED ON A 184-DAY WORKYEAR.

LONGEVITY

\$ 748.92	Upon completion of 15 years of service
1,488.54	Upon completion of 18 years of service
2,231.90	Upon completion of 21 years of service
2,975.26	Upon completion of 24 years of service
3,711.25	Upon completion of 27 years of service
4,456.42	Upon completion of 30 years of service

Longevity increments shall be increased by the percentage of the salary adjustment in any given school year.

FRINGE BENEFITS

Medical, dental, life and vision coverage for employees & dependents.

NOTE: All units referred to above are SEMESTER units. A QUARTER unit equals 2/3 of a SEMESTER unit

Board Approved: 01/23/19 [1% Salary Increase]

APPENDIX B. PSYCHOLOGIST SALARY SCHEDULE



PSYCHOLOGIST &
STUDENT INTERVENTION SPECIALIST
SALARY SCHEDULE
2018-2019 SCHOOL YEAR

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$ 95,068.92	\$ 98,070.95	\$ 100,857.85	\$ 104,075.05	\$ 107,077.08	\$ 108,055.17

THE ABOVE FIGURES ARE BASED ON A 193-DAY WORK YEAR

<u>LONGEVITY</u>	
\$ 783.66	Upon completion of 15 years of service
1,557.52	Upon completion of 18 years of service
2,335.22	Upon completion of 21 years of service
3,111.10	Upon completion of 24 years of service
3,883.05	Upon completion of 27 years of service
4,666.60	Upon completion of 30 years of service

Longevity increments shall be increased by the percentage of the salary adjustment in any given school year.

Board Approved: 01/23/19 [1% Salary Increase]

APPENDIX C. COUNSELOR SALARY SCHEDULE



**COUNSELOR
SALARY SCHEDULE
2018-2019 SCHOOL YEAR**

POSITION	STEPS	CLASS I MA or Equivalent & PRELIMINARY Credential	CLASS II MA or Equivalent + 30 Upper Division Semester Units & CLEAR Credential	CLASS III MA or Equivalent + 45 Upper Division Semester Units & CLEAR Credential	CLASS IV MA or Equivalent including 60 Upper Division Semester Units & CLEAR Credential
Adult Education	1	56,952.47	57,629.40	62,765.52	67,892.08
Comprehensive	2	56,952.47	61,447.77	66,579.01	71,707.95
Special Programs	3	60,135.49	65,263.60	70,387.67	75,521.44
	4	63,939.77	69,077.13	74,210.80	79,259.17
	5*	67,764.98	72,892.97	78,017.08	83,155.57
	6	71,572.71	76,706.49	81,835.36	86,959.44
	7	75,251.33	80,551.93	85,656.12	90,775.34
	8		84,333.45	89,467.11	94,600.87
	9		88,149.34	93,283.06	98,399.90
	10		91,972.47	97,089.27	102,230.20
	11		95,781.11	100,907.59	106,038.88

THE ABOVE FIGURES ARE BASED ON A 193-DAY WORK YEAR

PREVIOUS EXPERIENCE CREDIT

*Highest placement for newly hired employees.

COUNSELORS (GRANDFATHERED: \$ 107,077.08)

Certificated Unit Agreement – Article 18.2.2 Counselors employed prior to or for the school year 1987-1988 will continue at their current salary levels and current workday. A counselor work year shall be nine days longer than the teacher work year and be reimbursed at the per diem rate.

LONGEVITY

\$ 783.66	Upon completion of 15 years of service
1,557.52	Upon completion of 18 years of service
2,335.22	Upon completion of 21 years of service
3,111.10	Upon completion of 24 years of service
3,883.05	Upon completion of 27 years of service
4,666.60	Upon completion of 30 years of service

Longevity increments shall be increased by the percentage of the salary adjustment in any given school year.

Board Approved: 01/23/19 [1% Salary Increase]

APPENDIX D. EXTRA DUTY PAY ASSIGNMENTS



**EXTRA DUTY PAY
2018-2019 SCHOOL YEAR**

BOYS ATHLETIC COACHING		CLASSIFICATION LEVELS		GIRLS ATHLETIC COACHING		OTHER	
FOOTBALL		BASKETBALL		ATHLETIC DIRECTOR			
Head Varsity	1	Head Varsity	1	ACTIVITIES DIRECTOR			1
Varsity Assistant	2	Jr. Varsity	2	CONCERT BAND			1
Head Other	2	Frosh/Soph	3	MARCHING BAND			1
Assistant Other	3	CROSS COUNTRY		YEARBOOK			2
BASKETBALL		Head Varsity	2	ACADEMIC			3
Head Varsity	1	SWIMMING		DECATHLON			3
Jr. Varsity	2	Head Varsity	1	BAND AUXILIARY			3
Frosh/Soph	3	Assistant	3	COMPETITIVE DANCE			3
CROSS COUNTRY		SOFTBALL		TEAM			3
Head Varsity	2	Head Varsity	1	DRAMA			3
WRESTLING		Jr. Varsity	3	DRILL TEAM			3
Head Varsity	1	Freshman	3	MOCK TRIAL			3
Jr. Varsity	3	TRACK & FIELD		NEWSPAPER			3
SWIMMING		Head Varsity	1	SCIENCE FAIR			3
Head Varsity	1	Assistant	3	ADVISOR			3
Assistant	3	WATER POLO		VOCAL MUSIC			3
BASEBALL		Head Varsity	1	CAREER TECH STUDENT			4
Head Varsity	1	Assistant	3	ORG ADVISOR			4
Jr. Varsity	3	TENNIS		FORENSICS			4
Freshman	3	Head Varsity	2	GEOGRAPHY BOWL			4
TRACK & FIELD		SOCCER		KNOWLEDGE BOWL			4
Head Varsity	1	Head Varsity	1	FBIS COACH***			4
Assistant	3	Jr. Varsity	3	SCHOOL NEWS			4
WATER POLO		Freshman	3	BROADCAST ADVISOR			4
Head Varsity	1	VOLLEYBALL		TECH COACH***			4
Assistant	3	Head Varsity	1				
TENNIS		Jr. Varsity	3				
Head Varsity	2	Freshman	3				
GOLF		GOLF					
Head Varsity	2	Head Varsity	2				
SOCCER		PEP SQUAD					
Head Varsity	1	JV PEP SQUAD	3				
Jr. Varsity	3						
VOLLEYBALL							
Head Varsity	1						
Jr. Varsity	3						

- Head varsity coaches who are certificated employees of the District and are not assigned an advanced PE course in their sport as part of their regular assignment, shall have their coaching stipend increased by 50% if assigned 30 or more students & 30% if assigned less than 30 students
- Head Athletic Coaches shall be paid \$150 and Assistant Coaches \$75 for post-season CIF playoff competition.
- Mock Trial and Academic Decathlon Coaches shall be paid \$150 for advancing above County level.
- Positions in addition to those designated must be authorized by the Assistant Superintendent, Human Resources. Extra Duty Pay must be from an outside source and will not come from Unit Share. The District shall give Unit Members first consideration, i.e., a good faith effort, for any off-schedule assignment position paid for by Unit Share, unless Member is not qualified.
- School News Broadcast Advisor must meet the requirement of three (3) broadcasts weekly to qualify for a stipend.
- *** These positions will be paid for through LCCF Supplemental Concentration funds to the extent possible.

EXTRA DUTY PAY STEP	BASE SALARY CLASS I	PAY SCHEDULE				
		LEVEL 1 8.25%	LEVEL 2 6.75%	LEVEL 3 5.5%	LEVEL 4 4.0%	LEVEL 5 2.5%
1	53,784.84	4,481.64	3,666.78	2,987.73	2,172.89	1,358.09
2	53,784.84	4,481.64	3,666.78	2,987.73	2,172.89	1,358.09
3	56,791.41	4,732.13	3,871.77	3,154.76	2,294.39	1,434.00
4	60,383.75	5,031.49	4,116.67	3,354.31	2,439.51	1,524.71
5	63,996.59 **	5,332.53	4,362.98	3,555.01	2,585.48	1,615.92
6	67,593.59	5,632.23	4,608.20	3,754.83	2,730.78	1,706.74
7	71,067.35	5,921.69	4,845.02	3,947.79	2,871.12	1,794.45
8		+150.00	+150.00	+150.00	+150.00	+150.00
9						
10						
11						

- Head Coaches Receives Step 1 at the Appropriate Level (Article 21 Certificated Contract)
- Pep squad coaches would only be eligible if team competes in CIF competitions.
- Refer to Extra Duty Classification Levels (Article 21.2.2 Certificated Contract)
- Walk on head coaches shall be placed on step 1 of the appropriate level of their sport and shall not advance in step.

Board Approved: 01/23/19 [1% Salary Increase]

APPENDIX E. EXTRA HELP & HOURLY RATES



**EXTRA HELP & HOURLY RATES
2018-2019 SCHOOL YEAR**

CERTIFICATED STAFF HOURLY RATES

Extra Duty Student Contact	\$ 55.00
Extra Duty Non-Student Contact.....	42.00
Tardy Sweeps	25.00
Substitute Teacher: Non-Unit Member (Per Period Rate)	26.00
Substitute Teacher: Non-Unit Member (Long-Term/Beginning 11th Day/Same Teacher Per Period Rate)	27.00
Substitute Teacher: Non-Unit Member (Long-Term/Beginning 21st Day/Same Teacher Per Period Rate)	29.00

The parties agree to meet and confer over rates of pay and working conditions for summer school if using an outside contractor.

CERTIFICATED STAFF STIPENDS

PAR Panel	\$ 1,500.00
Site Content Lead***	500.00
Webmaster***	500.00

DEPARTMENT CHAIR STIPENDS (Must have 6 sections to qualify for a stipend)

Guidance DC (Condor, FHS, RCHS).....	\$ 1,996.11
Guidance DCs	2,660.80
Department Chair [Department with 6-9 sections].....	1,264.25
Department Chair [Department with 10 to 24 Sections]	1,996.11
Department Chair [Department with 25 to 49 Sections]	2,660.80
Department Chair [50 or more teachers].....	3,327.52

CLASSIFIED STAFF HOURLY RATES

Document Translators	\$ 17.00
Testing Team Members.....	15.00

MILEAGE AND MEAL REIMBURSEMENTS

1. An employee who is authorized and directed in writing by the District to travel in his/her automobile on official District business shall be reimbursed for said travel at the rate established by the Board of Trustees.
2. An employee who is authorized and directed in writing by the District to travel on official District business or who is required to have meals away from the District shall be reimbursed for said meals at the rate established by the Board of Trustees.

**For the 2018-2019 year, any salary increases provided above the amount listed in Appendix E shall not apply.

***These positions will be paid for through LCFF Supplemental Concentration funds to the extent available.

Board Approved: 01/23/19 [1% Salary Increase]

APPENDIX F. JUNIOR RESERVE OFFICERS' TRAINING CORPS SALARY SCHEDULE



**JUNIOR RESERVE OFFICERS' TRAINING CORPS [JROTC]
SALARY SCHEDULE
2018-2019 SCHOOL YEAR**

<u>Step</u>	<u>Salary</u>
1	\$ 54,322.69
2	55,117.66
3	57,322.37
4	59,615.26
5	61,999.87
6	64,479.86
7	67,059.06
8	69,741.42
9	72,531.07
10	75,432.32
11	78,449.62
12	81,587.60
13	84,851.11
14	88,245.15
15	91,774.95
16	95,445.94
17	101,144.88

**Initial placement on salary schedule will be determined by the salary step that is the same amount or slightly higher than the JROTC minimum instructor pay of the instructor.*

THE ABOVE FIGURES ARE BASED ON A 184-DAY WORKYEAR

<u>LONGEVITY</u>	
\$ 748.92	Upon completion of 15 years of service
1,488.54	Upon completion of 18 years of service
2,231.90	Upon completion of 21 years of service
2,975.26	Upon completion of 24 years of service
3,711.25	Upon completion of 27 years of service
4,456.42	Upon completion of 30 years of service

Longevity increments shall be increased by the percentage of the salary adjustment in any given school year.

FRINGE BENEFITS

Medical, dental, life and vision coverage for employees & dependents.

Board Approved: 01/23/19 [1% Salary Increase]

APPENDIX G. ADULT EDUCATION TEACHER SALARY SCHEDULE



**ADULT EDUCATION TEACHER
SALARY SCHEDULE
2018-2019 SCHOOL YEAR**

STEP	YEARS	CLASS I BA	CLASS II 45 Upper Division Semester Units or MA
1	1	\$ 44.38	\$ 46.60
	2	44.38	46.60
2	3	46.30	48.61
	4	46.30	48.61
	5	46.30	48.61
3	6	48.35	50.76
	7	48.35	50.76
	8	48.35	50.76
4	9	50.49	53.00
	10	50.49	53.00
	11	50.49	53.00
5	12 or more years	52.52	55.18

SUBSTITUTE HOURLY RATE OF PAY

\$ 30.00 (Effective for work as of 01/01/09)

LONGEVITY

Adult School teachers will be paid at the following intervals upon completion of 15, 18, 24, 27, and 30 years.

Hours Worked	Amount
32 Hours	\$ 648.42
22 Hours and above but less than 32 hours	\$ 540.35
12 Hours and above but less than 22 hours	\$ 432.28
6 Hours and above but less than 12 hours	\$ 324.21

Board Approved: 01/23/19 [1% Salary Increase]

2019-2020 CONDOR HIGH SCHOOL CALENDAR

July 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July						
Su	M	Tu	W	Th	F	Sa
	4					

January 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January						
Su	M	Tu	W	Th	F	Sa
	1					
1-3						
17						
20						
21						

August 2019						
Su	M	Tu	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	M	Tu	W	Th	F	Sa

February 2020						
Su	M	Tu	W	Th	F	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

February						
Su	M	Tu	W	Th	F	Sa

September 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	M	Tu	W	Th	F	Sa

March 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March						
Su	M	Tu	W	Th	F	Sa

October 2019						
Su	M	Tu	W	Th	F	Sa

October						
Su	M	Tu	W	Th	F	Sa

April 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April						
Su	M	Tu	W	Th	F	Sa

November 2019						
Su	M	Tu	W	Th	F	Sa

November						
Su	M	Tu	W	Th	F	Sa

May 2020						
Su	M	Tu	W	Th	F	Sa

May						
Su	M	Tu	W	Th	F	Sa

December 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December						
Su	M	Tu	W	Th	F	Sa

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June						
Su	M	Tu	W	Th	F	Sa

2019-2020 OXNARD MIDDLE COLLEGE HIGH SCHOOL CALENDAR

July 2019							January 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30	31			
August 2019							February 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28
31							29	30	31				
September 2019							March 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30	31				29	30	31				
October 2019							April 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	5	6	7	8	9	10	11
7	8	9	10	11	12	13	12	13	14	15	16	17	18
14	15	16	17	18	19	20	19	20	21	22	23	24	25
21	22	23	24	25	26	27	26	27	28	29	30		
28	29	30	31										
November 2019							May 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	3	4	5	6	7	8	9
7	8	9	10	11	12	13	10	11	12	13	14	15	16
14	15	16	17	18	19	20	17	18	19	20	21	22	23
21	22	23	24	25	26	27	24	25	26	27	28	29	30
28	29	30	31										
December 2019							June 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30	31										

1st Quarter.....41 Days 1st Semester.....82 Days
 2nd Quarter.....41 Days 2nd Semester.....98 Days
 3rd Quarter.....49 Days Teacher Prep Days.....2 Days
 4th Quarter.....49 Days Professional Dev Days.....2 Days

Board Approved: 01/23/19

2021-2022 OUHSD Semester Calendar

July 2021							January 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2	3	3	4	5	6	7	8	1
4	5	6	7	8	9	10	9	10	11	12	13	14	15
11	12	13	14	15	16	17	16	17	18	19	20	21	22
18	19	20	21	22	23	24	23	24	25	26	27	28	29
25	26	27	28	29	30	31	30	31					
August 2021							February 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	14	15	16	17	18	19	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30	31		
September 2021							March 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11	13	14	15	16	17	18	5
12	13	14	15	16	17	18	6	7	8	9	10	11	12
19	20	21	22	23	24	25	13	14	15	16	17	18	19
26	27	28	29	30			20	21	22	23	24	25	26
October 2021							April 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2		1	2	3	4	5	6	22
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31													
November 2021							May 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
7	8	9	10	11	12	13	1	2	3	4	5	6	7
14	15	16	17	18	19	20	8	9	10	11	12	13	14
21	22	23	24	25	26	27	15	16	17	18	19	20	21
28	29	30					22	23	24	25	26	27	28
December 2021							June 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		

July 2022							January 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							3	4	5	6	7	8	1
							9	10	11	12	13	14	15
							16	17	18	19	20	21	22
							23	24	25	26	27	28	29
							30	31					
August 2022							February 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							14	15	16	17	18	19	5
							6	7	8	9	10	11	12
							13	14	15	16	17	18	19
							20	21	22	23	24	25	26
							27	28	29	30	31		
September 2022							March 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							13	14	15	16	17	18	5
							6	7	8	9	10	11	12
							13	14	15	16	17	18	19
							20	21	22	23	24	25	26
							27	28	29	30	31		
October 2022							April 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							1	2	3	4	5	6	22
							3	4	5	6	7	8	9
							10	11	12	13	14	15	16
							17	18	19	20	21	22	23
							24	25	26	27	28	29	30
November 2022							May 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							1	2	3	4	5	6	7
							8	9	10	11	12	13	14
							15	16	17	18	19	20	21
							22	23	24	25	26	27	28
							29	30	31				
December 2022							June 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							5	6	7	8	9	10	11
							12	13	14	15	16	17	18
							19	20	21	22	23	24	25
							26	27	28	29	30	31	

July 2023							January 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							3	4	5	6	7	8	1
							9	10	11	12	13	14	15
							16	17	18	19	20	21	22
							23	24	25	26	27	28	29
							30	31					
August 2023							February 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							14	15	16	17	18	19	5
							6	7	8	9	10	11	12
							13	14	15	16	17	18	19
							20	21	22	23	24	25	26
							27	28	29	30	31		
September 2023							March 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							13	14	15	16	17	18	5
							6	7	8	9	10	11	12
							13	14	15	16	17	18	19
							20	21	22	23	24	25	26
							27	28	29	30	31		
October 2023							April 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							1	2	3	4	5	6	22
							3	4	5	6	7	8	9
							10	11	12	13	14	15	16
							17	18	19	20	21	22	23
							24	25	26	27	28	29	30
November 2023							May 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							1	2	3	4	5	6	7
							8	9	10	11	12	13	14
							15	16	17	18	19	20	21
							22	23	24	25	26	27	28
							29	30	31				
December 2023							June 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							5	6	7	8	9	10	11
							12	13	14	15	16	17	18
							19	20	21	22	23	24	25
							26	27	28	29	30	31	

July 2024							January 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							3	4	5	6	7	8	1
							9	10	11	12	13	14	15
							16	17	18	19	20	21	22
							23	24	25	26	27	28	29
							30	31					
August 2024							February 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							14	15	16	17	18	19	5
							6	7	8	9	10	11	12
							13	14	15	16	17	18	19
							20	21	22	23	24	25	26
							27	28	29	30	31		
September 2024							March 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
							13	14	15	16	17	18	5
							6	7	8	9	10	11	12
							13	14	15	16	17	18	19
							20	21	22	23	24	25	26
							27	28	29				

APPENDIX I. ADULT AND CONTINUING EDUCATION

Below, please find your assignment for ____ Semester, _____. This assignment is offered to you subject to the following conditions.

- a. Approval of budget, the Board of Trustees, Human Resource office, and the approval of courses by the State.
- b. Sufficient class enrollment to justify the offerings(s) (refer to Adult Education handbook).
- c. That any class may be canceled should the actual attendance fall below required level per Section 32.5.
- d. Subject to your holding and maintaining valid teaching credential for the subject of your assignment.
- e. The class hours listed below are designed as instructional hours.
- f. The employment described herein also subject to elimination procedures in the Adult Education Article of the Master Agreement between Federation and the District.

APPENDIX J. SIDELETTER (IEP)

Side Letter of Agreement

Between

The Oxnard Union High School District

And the

Oxnard Federation of Teachers

Certificated Bargaining Unit

Due to changes in the INDIVIDUALS WITH DISABILITIES ACT AMENDMENTS (IDEA) OF 2004 which modifies the required participation, to the extent appropriate, of a regular education teacher in the process of the Individual Education Plan (IEP) required for all special education students, the District and the Federation agree it is necessary to modify the existing 1999 side letter of agreement related to this issue. An analysis of compliance issues conducted by the District's counsel, Fagan, Friedman and Fulfroost, related to this side-letter revealed a number of items (items 1-6) in the agreement that exposed the District to liability which the District would like to correct. The Federation expressed an interest in compensating unit members for this additional requirement for professional services outside of their contracted duties. This side addresses the interests of both parties and replaces the previous side-letter dated January 22, 1999.


1. A general education teacher and an administrator will be present for the complete IEP meeting of every OUHSD student as required members of the IEP team. The general education teacher may be required to attend regardless of whether that student is enrolled in their classes. In compliance with 34 C.F.R. 300.321 (e)(1) and E.C. 54341 (g), a general education teacher may be excused from this meeting, in whole or in part, under the following conditions: 1) that both the parent of a child with the disability, in writing, and administrator consent after conferring with the teacher; and 2) provided that the general education teacher submits in writing input into the development of the IEP; or 3) if the IEP team determines that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. Provided the District gives two business days notice, any and all of the student's teachers not attending the IEP meeting will submit, prior to the IEP meeting, a copy of the student's current grades and assignments, comments on behavior, work, effort and participation of the student in class and recommendations for any accommodations, modifications, supplementary aids or services necessary for the student in their class that they wish the IEP team to consider.

2nd Revision, May 12, 2011

2. When a general education teacher is required to attend an IEP meeting during their conference period, they may choose to be compensated either by an additional period of comp time or paid at the traditional hourly substitute comp rate. When the IEP team meeting is prior to or after-school hours, any unit share member in attendance will be compensated at an hourly rate calculated at the student contact rate. All compensation costs are to be borne by the District's share of the Unit Share.
3. Where the parents of a special education student have not stated a preference, the District will make a good faith effort to equitably distribute the assignment of IEP participation within the guidelines of 71 Fed.Reg. 46,675 (2006) among the certificated staff. Further, the District will make a good faith effort to notify a general education teacher of an IEP meeting in which their attendance is required not less than 24 hours in advance of the meeting. Likewise, the District will make a good faith effort to notify the general education teacher of a meeting cancellation within 24 hours prior. When the general education teacher attends a meeting which is cancelled with five minutes notice or less before the scheduled meeting, the teacher will be entitled to one hour of compensation corresponding to the time periods described above.
4. Beginning May 16, 2011, all IEP meetings will be scheduled and conducted according to the guidelines of this side letter. This agreement replaces the previous side letter of January 22, 1999.



Superintendent
Oxnard Union High School District



President, Local 1273
Oxnard Federation of Teachers & School Employees

5-18-11

Date

05/18/11

Date

2nd Revision, May 12, 2011

APPENDIX K. SIDELETTER (APEX)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OXNARD UNION HIGH SCHOOL DISTRICT AND THE
OXNARD FEDERATION OF TEACHERS AND SCHOOL EMPLOYEES
[CERTIFICATED UNIT]**

APEX TRAINING FOR SUMMER SCHOOL

This Memorandum of Understanding ["MOU"] is entered into by and between the certificated unit of the Oxnard Federation of Teachers and School Employees ["OFTSE"] and the Oxnard Union High School District ["District"] for the following purposes and with reference to the following facts:

RECITALS

WHEREAS, the District and OFTSE have discussed and agreed to the May 28, 29, 30, and 31, 2013 APEX training schedule for Summer School due to school-wide student testing.


NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS

The District and OFTSE have agreed to offer APEX teaching contracts, based on the point-system as outlined in the Certificated Unit Agreement, contingent upon completion of APEX training.

Dated: April 23, 2013

Oxnard Union High School District

By: _____


Kimberly Tresvant, Ed.D

Oxnard Federation of Teachers and School Employees

Dated: April 23, 2013 By: _____


Wes Davis, President

APPENDIX L. SIDE LETTER (MAINTENANCE OF MEMBERSHIP)

**Memorandum of Understanding
Between The
Oxnard Union High School District
And
Oxnard Federation of Teachers and School Employees
(Certificated Bargaining Unit)**

This Memorandum of Understanding (MOU) is entered into on this 17th day of August 2017 between the Oxnard Union High School District ("District") and the Oxnard Federation of Teachers and School Employees ("OFTSE") (collectively "the Parties").

THE PARTIES AGREE AS FOLLOWS:

MAINTENANCE OF DUES CHECKOFF

Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary date of the employee's authorization or 2) the date of termination of the applicable contract between the employer and the Union, whichever occurs sooner. The employer will honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

OFTSE

By: Eric Montijo 8-17-17
Eric Montijo, President

DISTRICT

By: P. DeLeon 08/31/17
Dr. Penelope DeLeon, Superintendent

APPENDIX M. SIDE LETTER (HEAT DAY)

**Memorandum of Understanding
Between The
Oxnard Union High School District
And
Oxnard Federation of Teachers and School Employees
(Certificated Bargaining Unit)**

This Memorandum of Understanding (MOU) is entered into on this 31st day of August 2017 between the Oxnard Union High School District ("District") and the Oxnard Federation of Teachers and School Employees ("OFTSE") (collectively "the Parties").

Recitals

- A. The Parties have a mutual concern about the learning environment at schools in the District that do not have air conditioning;
- b. The purpose of this MOU is to memorialize when the instructional day at non-air conditioned schools may be altered based upon anticipated weather conditions; and
- C. This MOU shall not apply to Condor or Frontier High Schools.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Heat Day Mitigation Measures at Comprehensive High Schools

Each OUHSD comprehensive high school has 25 collaboration days. There will be sufficient state mandated minimum number of instructional minutes per year in this manner to permit from 2 to 4 heat days per year at each school covered by this MOU.

2. Declaring Heat Days

Heat days will be declared by the Superintendent when two consecutive days of temperatures (including "Real Feel" or "Feels Like" temperatures, when available) at or above 95 degrees Fahrenheit are forecast for the city in which the school resides. The following forecast weather websites will be used: Weatherbug, Accuweather, Weather.com (Weather Channel), and the National Oceanic and Atmospheric Administration (NOAA). The high and the low forecasts will be removed and the average of the middle two forecasts will be used to declare a heat day. The Superintendent or designee shall declare a heat day by 8:00 p.m. the day before a heat day. The District's automated phone calling system will be used to notify parents/guardians the day before a heat day.

Whether a Heat Day is declared for a particular school will be based on the respective city weather reports. The Parties agree that Rancho Campana High School and Adolfo Camarillo High School may have different heat days than the comprehensive high schools in the Oxnard Plain – Rio Mesa High School, Channel Islands High School, Hueneme High School, Oxnard High School, and Pacifica High School. On the declared heat days, students will be released early in accordance with the minimum day schedule at each school site, but unit members' work day will not be reduced. Each site administrative team will coordinate with the Superintendent's office on athletic/activity schedules.

3. Additional Heat Days


The Superintendent shall have discretion to declare heat days in excess of the number that the annual instructional minutes of a school may provide. For each such additional heat day declared, the instructional minutes necessary in order to satisfy the minimum instructional minutes required by law will be recaptured by reducing the number of minimum and/or shortened days during the remainder of the school year. For example, for a school that because of declared heat days is short 100 annual instructional minutes, one less minimum day/shortened day shall be scheduled during the remainder of the school year.

4. Term of Agreement

This MOU shall be in effect for the 2017-2018 school year. This MOU shall not alter the length of the teacher or counselor work year. Following the 2017-2018, the parties agree to meet and discuss whether to renew or modify this MOU.


OFTSE

By:


Eric Montijo, President

DISTRICT

By:


Dr. Penelope DeLeon, Superintendent