



AGREEMENT  
BETWEEN  
OJAI UNIFIED SCHOOL DISTRICT  
AND

OJAI FEDERATION OF TEACHERS  
LOCAL 2119  
CFT/AFT/AFL-CIO

JUNE 9, 2023 - JUNE 30, 2025

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# **MEMORANDUM OF UNDERSTANDING**

## **SECTION I:**

### **Introduction**

A. **Goal:**

The goal of the Contract Committee is to build upon current collaborative bargaining relations between the Ojai Unified School District and the Ojai Federation of Teachers and formalize the process mutually agreeable to both parties.

B. **Definition:**

- I. Collaborative bargaining is a process by which mutually agreed upon goals and their implementation are developed through consensus decision-making.
2. "Consensus means general agreement and concord. For consensus to exist, it is not necessary for every participant to agree in full, but it is necessary for every participant to be heard and, in the end, for none to believe that the decision violates his or her conviction. It is not necessary that every person consider the decision the best one" (Mid Continent Regional Educational Laboratory).

## **SECTION 2:**

### **Statement of Intent**

In an effort to continue current collaborative bargaining between the parties, and to better meet the needs of the students and community that the Ojai Unified School District serves, both the Ojai Unified School District and the Ojai Federation of Teachers hereby agree that it is in the best interest of both parties to engage in collaborative bargaining, in a spirit of trust and openness.

## **SECTION 3:**

### **Contract Committee**

The parties hereby agree to establish a contract committee to implement collaborative bargaining which shall consist of an equal number of District and OFT representatives.

## **SECTION 4:**

### **Scope of Contract Committee**

- A. The Contract Committee shall have the authority within the parameters set by the School Board and the Ojai Federation of Teachers Executive Board to enter into tentative agreements regarding any subject within the scope of collective bargaining as determined by the Public Employment Relations Board and the current collective bargaining agreement between the Ojai Unified School District and the Ojai Federation of Teachers.
- B. Any such agreement shall be in writing and signed by the parties. No such agreement shall be in effect or implemented until ratified by both the Ojai Unified School District Board of

Education and the Ojai Federation of Teachers, according to each party's procedures.

- C. The Committee may meet and enter into such agreements at any time. However, prior to ratifying any alteration or amendment in the collective bargaining agreement, the parties shall utilize all sunshine procedures required by the Educational Employment Relations Act.

**SECTION 5:**  
**Procedures**

- A. The Committee will meet as necessary. Either the District Superintendent or the President of the Ojai Federation of Teachers may request a meeting of the committee. At any meeting, members may place on the agenda any matter of interest within the scope of bargaining.
- B. The members of the Committee shall strive to reach a decision by consensus of the group.
- C. Subcommittees may be appointed to do in-depth studies and make recommendations to the Contract Committee.

**SECTION 6:**  
**Duration**

This memorandum of understanding and the Contract Committee shall remain in effect for the duration of the Master Contract unless dissolved sooner by either party.

**SECTION 7:**  
**Parties for Memorandum of Understanding**

In consideration of the spirit and intent of this memorandum of understanding, the following signatures confirm their understanding of and commitment to, the principles and objectives

8/22/23  
**Date**

  
**Sherrill Knox, Superintendent**



8/22/23  
**Date**

  
**Richard Byrd, President**

## **ARTICLE 1**

### **AGREEMENT**

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement by and between the School Board of the Ojai Unified School District (District) and the Ojai Federation of Teachers, Local 2119, CFT-AFT, AFL/CIO (Federation), an employee organization. This Agreement shall supersede any rules, regulations, or policies of the District, which are or in the future may be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District. The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules which are designed to implement this agreement shall be uniform in application and effect. Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 1.2 This Agreement is made and entered into this 9th day of June 2023, by and between the District and the Federation, pursuant to Chapter 10.7, Sections 3540 - 3542 of the Government Code.
- 1.3 The terms of this Agreement shall remain in effect from June 9th, 2023, up to and including June 30, 2025, except as expressly provided in Section 1.4 of this article. Thereafter, this Agreement shall continue in effect from year to year unless one of the parties notifies the other, in writing, of its intentions to modify, amend, or terminate specific articles.
- 1.4 Annually, articles dealing with salaries, hourly rates, stipends, other compensation, and health and welfare benefits shall be reopened for negotiations.
- 1.5 IN WITNESS WHEREOF, both parties hereto have executed this Agreement on this 9th day of June 2023.

Ojai Federation of Teachers Local 2119, CFT, AFT, AFL/CIO	Ojai Unified School District
Richard Byrd, President	Dr. Sherrill Knox, Superintendent
	

Naiyma Houston, Chief Negotiator	Angie Genasci, Director of HR
	<i>Angie Genasci</i>
Karin Dingman, VP of Benefits	Robin Monson, Director of Special Education
<i>Karin Dingman</i>	<i>Robin Monson</i>
Jake Hansen, VP of Grievances	Ryan Worsham, Director of Fiscal Services
<i>JH</i>	<i>Ryan Worsham</i>
Rene Nakao-Mauch, OFT Negotiator	Dave Monson, Principal of Nordhoff
<i>R Mauch</i>	<i>David Monson</i>
Wendy Churchill, OFT Negotiator	Kelley Stone, Principal of Matilija
<i>W Churchill</i>	
Susan Dvortcsak, OFT Negotiator	
<i>S Dvortcsak</i>	

**ARTICLE 2**  
**FEDERATION**  
**RECOGNITION**

- 2.1 The District recognizes the Federation as the exclusive representative for the certificated bargaining unit.
- 2.2 In accordance with the Public Employment Relations Board's Certification of Representation, dated June 8, 1979, the Bargaining Unit shall include, "Full-time and regular/part-time classroom teachers under contract, speech therapists, counselors, resource and specialist teachers under contract, and teachers on leave of absence and/or sabbatical leave." The Bargaining Unit shall exclude, "All management, supervisory and confidential employees as defined by the Educational Employment Relations Board, home teachers, substitute teachers, hourly, adult education, and summer school teachers who are not also under contract."

### **ARTICLE 3**

#### **DEFINITION OF TERMS**

- 3.1     Wherever the term *school* or *site* is used, it is to include any work location, center, unit, or any facility where members of the bargaining unit are located.
- 3.2     Wherever the term *principal* is used, it is to include the appropriate administrator of a work location.
- 3.3     Wherever the term *teacher* or *employee* is used, it is to include all members of the bargaining unit except where specifically noted.
- 3.4     Wherever the terms *Federation Representative* or *Representative of the Federation* are used, they are to mean a person (or persons) who have been officially designated as such by the Ojai Federation of Teachers, Local 2119.
- 3.5     Unless otherwise noted, the terms *employer*, *School Board*, *District*, and *Ojai Unified School District* are to be considered synonymous.
- 3.6     *Day, week, year* - day, week, and year during which an employee is under contract.
- 3.7     *School day* - a day during which students are in attendance.
- 3.8     *Minimum day* - a day in accordance with state law governing the minimum number of minutes of student attendance.
- 3.9     *Negotiable item* - the condition of employment as defined by the Educational Employment Relations Act.
- 3.10    *Sufficient* - enough to meet the needs of a situation or a proposed end.
- 3.11    *Preparation/Conference period* - the time afforded a teacher for future planning of class or course material, for conferring with parents and students, and to include recording grades, remediation, and grading.
- 3.12    *Daily rate of pay* - the employee's annual salary divided by the number of days of service required by the District between July 1 and June 30.
- 3.13    *Staff*- any individual who serves the District either in a paid or voluntary status.
- 3.14    *Unit* - the bargaining unit.
- 3.15    *Unit member* - a member of the bargaining unit.



**ARTICLE 4**  
**FEDERATION**  
**RIGHTS**

- 4.1 The Federation may designate five (5) representatives (or their alternates) who shall receive reasonable release time to attend negotiations and impasse proceedings until bargaining is concluded.
- 4.2 The Federation shall have the right to release time for members of the unit for certain Federation activities.
  - 4.2.1 The members of the unit shall have the right to one (1) shortened day a year for a bargaining unit meeting.
  - 4.2.2 Federation representatives shall have the right to meet with the administration, at the request of either party, to discuss matters of mutual concern as they relate to the implementation of this contract. The time of the meetings shall be mutually determined by the administration and Federation representative.
- 4.3 Names, addresses, and telephone numbers of all members of the bargaining unit shall be provided without cost to the Federation no later than October 1, of each school year.
  - 4.3.1 No later than the twentieth day of each month, the names, mailing addresses, and telephone numbers of bargaining unit members contracted during that month, and the names of bargaining unit members terminated during that month, shall be provided without cost to the Federation.
- 4.4 The District agrees that, according to Government Code, Article 4, Section 3543.1(d), the Federation shall have the exclusive right to payroll deduction of dues. The District will deduct, at no cost to the employee or to the Federation, the amount of dues certified by the Federation as the amount uniformly required for all members and pay the amount so deducted to the Federation.
  - 4.4.1 Membership in the Federation is not compulsory. An employee may join the Federation and maintain membership consistent with the Constitution and Bylaws of the Federation. No employee will be denied membership because of age, race, color, creed, national origin, sex, political affiliation, marital status, or lifestyle.
  - 4.4.2 The Federation will represent, fairly and equally, all the employees in the bargaining unit, members and non-members.

- 4.4.3 A bargaining unit member may join the Federation at any time during the year, and if so requested of the District, the dues deduction for that member shall commence with the next pay period. A Federation member, once enrolled, will remain enrolled from year to year unless revoked in writing.
- 4.4.4 All funds collected by the District, as a result of dues deductions, shall be remitted promptly to the appropriate financial officer designated by the Federation.
- 4.4.5 A list showing the employees' names and the amount of dues deduction shall be sent to the Federation upon request, at no cost to the Federation.
- 4.5 The Federation shall receive the notices, directives, memoranda, bulletins, etc., issued from the District Office relating to teachers generally.
  - 4.5.1 The District shall send three (3) copies of the agenda and minutes of each meeting of the School Board to the Federation at the same time that they are sent to the members of the School Board. A representative of the Federation shall have the right to speak to any item on the Board Meeting Agenda.
  - 4.5.2 The District shall make available to the Federation any and all public information, statistics, and records concerning the School District, which the Federation may deem to be relevant to negotiations or which are necessary for the proper enforcement of this contract. The word *public*, as used in this section, shall refer to any documents, but not be limited to those named above.
- 4.6 The Federation shall have the right to communicate between the Federation and members of the bargaining unit during non-instructional time.
  - 4.6.1 The Federation shall have the right to hold meetings at School District facilities upon request to, and approval of, the administrator in charge of the building.
  - 4.6.2 The Federation shall have the right to use the teachers' mailboxes and emails for the purpose of communicating with employees, within legal guidelines.
  - 4.6.3 The District agrees to provide bulletin board space in each school in a location convenient and readily visible to teachers for the exclusive use of the Federation.
  - 4.6.4 Federation representatives shall have the right to visit the schools. Representatives shall make their presence known to the principal or designee.
  - 4.6.5 Federation will be granted time at either the beginning or ending of staff meetings to conduct union business.
- 4.7 The Federation has the right to consult with the District on the definition of educational objectives, course offerings, the determination of the content of courses and curriculum, and the selection of textbooks. The consultation will be included in the Collaborative Decision-Making Process (Hereinafter defined in Section 6.15).
  - 4.7. I Meetings shall be arranged between the parties concerning the above. There shall be no fewer than one such meeting per school year.

- 4.8 The District shall grant release time without loss of compensation for representatives of the Federation.
  - 4.8.1 The Federation shall have release time of ten (10) days per year without loss of compensation, and five (5) additional days for which the Federation agrees to pay the cost of the substitute. The Federation may elect to pay for additional release days with District approval. Such release time shall be for the express purpose of conducting Federation business.
  - 4.8.2 The President of the Federation shall have a release time of one period per day or the equivalent thereof.
  - 4.8.3 In order to fully fund this program the Federation will participate in the California Federation of Teachers Formula Funding Program (CFT Constitution and Bylaws, Article 2 Section 5). The Federation agrees to release to the District all funds made available through this program in three payments, during the months of December, March, and June.
- 4.9 The Federation and its members shall have rights regarding use of District facilities and equipment.
  - 4.9.1 The Federation and its members shall have the right to make use of the District's facilities, buildings, and school equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such does not interfere with the normal student instruction or work production of the District. The Federation agrees to leave facilities, buildings, and/or equipment used in a clean and orderly condition.
  - 4.9.2 The Federation and its members shall have the right to purchase expendable office supplies and other materials from the District's supplies at the price paid by the District. Supplies must not be used unless purchased

## **ARTICLE 5**

### **PROFESSIONAL**

### **RIGHTS**

The intention of this Article is to provide that the District retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of OFT or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the retained rights of the District under this Article and the rights of OFT or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

- 5.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control operations to the full extent of the law, as expressed in California Government Code §3543.2. 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 operation; determine the kinds and levels of services to be provided and the methods and means of providing services; determine the kinds of personnel required; determine the curriculum; and take action on any matter in the event of an emergency.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of OUSD, the adoption of policies, rules, regulations, and practices in furtherance therefore, and the use of judgment and discretion in connection therewith, shall be limited only by Section 3540 et seq. of the Government Code and the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 5.3 The District shall not discriminate against any employee on the basis of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics; or membership 111, or association with, the activities of any employee organization.
- 5.4 The District shall ensure that teachers are provided with the necessary privacy to facilitate teaching and learning, and to promote the professional well-being of the unit members:
  - 5.4.1 The District shall provide heated, cleaned, and appropriately furnished lounges, lunchrooms, restrooms, and workrooms at each school site. A telephone shall be provided in each lounge.
    - 5.4.1.1 The District sets a goal and shall reasonably provide for the cleanliness of classrooms. Cleanliness includes changing AC filters twice per year, cleaning the classroom floor at least every other day (or daily, if necessary), dusting/cleaning window sills, and other flat surfaces when necessary, bathrooms within classrooms will be thoroughly cleaned, and all trash and debris will be removed daily. The District will maintain unbroken student desks for all students assigned

to a classroom and will promptly replace burned-out lighting.

5.4.1.2 The District will provide classroom climate controls that teachers can operate by December 31, 2019.

5.4.2 The District shall make available for staff use sufficient eating facilities, either in a cafeteria or specially designated room for eating, and separate from student facilities.

5.4.3 Listening, recording, television, or any hidden monitoring devices shall not be used to violate teachers' rights.

5.4.4 Electronic surveillance devices, including PA systems, two-way phone systems, video security cameras, computer spyware, and other hidden monitoring devices shall not be used to monitor teaching activities. Information gathered by such devices may not be used for observation or evaluation with the exception of material gathered in the course of an investigation involving misconduct or criminal activity.

5.4.5 Drug-sniffing dogs, or other random search methods, may not be used to violate a teacher's rights.

5.5 Since freedom of expression and academic freedom are essential to the fulfillment of the purposes of education, teachers shall be protected by the District from censorship or restriction, which might interfere with their obligations in the performance of their teaching duties. It is understood that reasonable good taste and professional judgment shall be exercised at all times.

5.6 In all instances regarding employees and their employment rights, seniority shall be the foremost consideration:

5.6.1 Seniority shall be based upon the first date of service in Probationary I status of a unit member in the Ojai Unified School District.

5.6.2 A list shall be maintained by the administration indicating the seniority of each member of the bargaining unit in the School District. A current-year preliminary list shall be made available to the Federation by February 15 of each year. The District shall provide this roster to the Federation at no cost to the Federation.

5.7 Employee reprimand and parent/student complaint procedures shall be adhered to:

- 5.7.1 No employee shall be reprimanded or deprived of any rights without just cause.
- 5.7.2 No employee shall be reprimanded within public view or hearing of students, parents, or other employees. This includes communications in reply-all emails, group texts, and other electronic communications.
- 5.7.3 Any employee who may be reprimanded shall first be contacted by his/her immediate supervisor in a private manner. If the employee so chooses, a representative of the Federation may be present during the time the employee is being reprimanded.
- 5.7.4 Any informal complaint by a parent, student, employee, or community member, which is directed toward an employee, if found credible through an investigation, shall be submitted to the employee within 2 working days. The complainant's identity will be stated if possible. The employee has the right to explain the cause of, and defend against, the complaint. No further action against any employee shall be taken on the basis of a complaint without a conference among the complainant, if possible, the employee, a representative of the Federation if requested by the employee, and the District representative; nor shall any notice thereof be included in the employee's personnel file if the complaint is not substantiated.

In the case of a formal complaint governed by legislative processes such as a Title IX, Harassment, or Uniform Complaint Procedure, the process will follow the identified steps and timeline for each type of complaint specified in Board Policy, Education Code, or law. All other complaints are considered informal complaints.

- 5.8 The District has the right and responsibility to take disciplinary action where there are instances of unprofessional conduct, or refusal to obey policies, laws, rules, and regulations of the State Board of Education, the State of California, the Commission on Teacher Credentialing, the Governing Board of the Ojai Unified School District, District/school level administration, or provisions of this Contract Agreement or for other just cause. The Federation and the District believe that discipline should be appropriately progressive except where the severity of the offense requires otherwise as determined by the District. In all instances, the discipline must relate to the severity of the offense and be for just cause.

- 5.8.1 Progressive discipline may include the following:

- 5.8.1.1 Level 1: A verbal warning from site and/or District administrators at a meeting where an OFT representative may attend should the unit member so request. The site or District administrator may have a witness at this meeting to document this warning. The discipline shall reference a specific violation, any facts supporting the action, and a written plan of action to remedy the problem behavior. Level 1 may be repeated as determined by the administration. If no further similar incidents occur, the record of this verbal warning will be purged after 24 months from the occurrence. The verbal warning documents will not become part of the personnel file at this level.
- 5.8.1.2 Level 2: A written reprimand from site and/or District administrators at a meeting where an OFT representative may attend should the unit member so request. This written reprimand shall be signed and dated by the unit member and OFT representative if in attendance. The discipline

shall reference a specific violation, any facts supporting the action, and a written plan of action to remedy the problem behavior. Level 2 may be repeated as determined by the administration. The written reprimand documents will become part of the personnel file. The unit member may attach a written rebuttal to the written reprimand within 10 days of receipt of the reprimand.

- 5.8.1.3 Level 3: A unit member may be suspended without pay as determined by the School Board for up to fifteen (15) days in each school year, or have other corrective disciplinary action(s) consistent and appropriate for the type and severity of the offense as determined by the School Board. While the District may decide that a referral to the Commission on Teacher Credentialing is part of a disciplinary action for suspensions of less than ten (10) days, if a suspension is over ten (10) days, the District is required to file a report with the Commission per Title V Section 80303. Suspensions with or without pay or other severe actions shall not be put into effect until the unit member has received a written notice advising him/her of the proposed actions, the proposed effective date, and the facts giving rise to the proposed actions. The unit member shall have the opportunity to meet with or respond to the Superintendent orally or in writing by a date specified in such notice (which shall be at least five, but no more than ten, working days from the date the notification is received by the unit member). If the proposed action or some modified action is recommended, the employee may appeal such action under the Grievance Procedure of this Agreement (Article 14), beginning with Step 4 of that procedure unless the unit member, OFT, and the District all agree to waive further appeal. The outcome of any such grievance procedure shall be added to the unit member's personnel file.
- 5.8.1.4 Nothing in this article shall waive any District or employee rights under the Education Code, evaluation, OPAR, or other legal process.

**ARTICLE 6**  
**TEACHING**  
**CONDITIONS**

- 6.1 In kindergarten and grades one, two, and three (K-3) the class size maximum shall not exceed twenty-four (24) students per teacher. Until that ratio is reached, the District will provide funds at each elementary school, to be used at the discretion of each site, to hire certificated and/or classified hourly teaching assistants. For the purposes of compliance with Education Code section 42238.02(d)(3)(D), the parties agree that the class size language contained above shall be interpreted and applied as an alternative ratio for kindergarten and grades 1 through 3. If the District elects not to participate in the State's grade span adjustment program, class size maximums for K-3 classes will be thirty-one (31) students or twenty-eight (28) students in any combination K-3 classroom.

In grades four, five, and six (4-6), the class size maximum shall not exceed thirty-two (32) students per teacher. The maximum class size for any combination of grade levels 4-6 shall be thirty (30) students. The limit shall be twenty-eight (28) for a third/fourth-grade combination.

- 6.1.1 Compensation will be provided when any elementary class full-time enrollment (except physical education and music) exceeds the stated maximums in Section 6.1 for a period of more than ten (10) consecutive days. The official count of each class will begin after the first three weeks of school. In the event of students who enroll after the first three weeks of school, compensation will begin on the 11th day.
- a) For one student over the stated maximum, the teacher shall receive a stipend of \$15 per instructional day beginning on the eleventh (11th) instructional day. This stipend will be paid at the end of each semester (February 28 for the first semester and June 30 for the second semester) based on a stipend timesheet provided by the teacher and approved by the principal.
  - b) If class enrollment is over the stated maximum by two or more students, the teacher shall receive the following as determined by the teacher:
    - 1) A stipend of \$15 per instructional day per student as described in paragraph "a" above, OR;
    - 2) One hour of instructional aide time per day for every student over the maximum. If an aide cannot be placed immediately on the sixth instructional day, the teacher shall receive the \$15 per additional student per day until an aide is placed.
- 6.1.2 In the secondary schools, the student contact maximum shall not exceed one hundred eighty (180) students per teacher. If the student contact exceeds the stated maximum for a period of more than ten (10) consecutive days (not including the first three (3) weeks of school, which includes the 10-day waiting period), then beginning on the



eleventh day, the teacher of that class shall receive the following:

- a) For every three (3) students over the maximum there will be a \$15 per instructional day stipend. (for example, if a teacher's student count is 181, 182, 183, the teacher will receive one \$15 per day payment). A sixth class shall not count toward a teacher's 180 student contacts. The stipend will be paid at the payroll cycle at the end of each semester based on a stipend timesheet provided by the teacher and approved by the principal.
- b) If the teacher-student count is over 180, the teacher shall receive the following as determined by the teacher:
  - I. A stipend of \$15 per instructional day for every three students over 180 as described in paragraph "a" above, OR;
  - 2. One hour of instructional aide time per day for every three students over the maximum of 180. If an aide cannot be placed immediately on the eleventh instructional day, the teacher shall receive the \$15 per additional three (3) students per day until an aide is placed. If aide time is allocated and the teacher's student contacts decrease below one hundred seventy-eight (183) for a period of ten (10) consecutive working days, the clerical aide time may be withdrawn. A sixth class shall not count toward a teacher's student contacts.

6.1.3 Certain classes on the secondary level, because of subject matter, limited facilities, safety, and group involvement, may be excluded from the maximum stated above in Section 6.1.2 (e.g., physical education, coaching/athletic P.E., music, student government).

6.1.3.1 In non-coaching physical education classes of 50 or more students, an adult aide shall be provided for that class. The same waiting periods specified in Section 6.1.2 (b2) for clerical aide time shall not apply to the physical education aide allocation.

6.1.4 In a District independent study school, the maximum class size shall be as follows:

TK-3rd Graders 24 to 1

4th-8th Graders 32 to 1

9th-12th Graders 36 to 1

\*When teachers are assigned caseloads that incorporate grade ranges greater than the bands listed above, the teacher shall be assigned a caseload with the following maximums:

TK-8th Graders 28 to 1

4th -12th Graders 34 to 1

6.1.5 Special education classes and speech therapists' assignments shall not exceed the pupil-teacher ratio as set down by the Public Acts concerning these areas.

6.1.5.1 The District will make a good faith effort to equally balance the number of SDC and SDC-SH students within a department or elementary classrooms. General education classes with one-third or more students with IEPs (excluding students with an IEP for only Speech and Language

Pathology services) will be supported with instructional aide time.

- 6.1.5.2 Special Day Class students who take part in more than fifty percent of the general class shall be included in the general education class totals.
- 6.1.5.3 If a special education teacher has reached their maximum caseload of 28 students, for any new initial assessments:
  - a) Testing will be completed by another individual from the district with a smaller caseload.
  - b) If that isn't possible, the teacher will receive up to 6 hours of release time to conduct the required assessments and meetings.
- 6.1.6 Counselor-pupil ratio at Nordhoff High School shall not exceed 1/400. Portions of the assistant principal's time may be applied to the ratio. OFT and OUSD agree to waive the counseling ratio until there is no more District declining enrollment. The District has the option of decreasing the ratio if general or categorical funds become available.
- 6.2 The District shall provide a preparation time of 3,000 minutes per year for each K-6 grade. If prep time is not possible teachers will be compensated. Kindergarten teachers who are not teaching a combination K-1 class will be assigned the remainder of the instructional time by their principal for instructional support. The District intends that a teacher will be able to prepare in his/her own classroom, as much as possible, and shall be free from student supervision. Preparation time will be given in blocks of time that are 30 minutes or more. Conference/preparation periods for all full-time secondary teachers shall be for a minimum of one (1) conference/preparation period per day or the equivalent thereof.
  - 6.2.1 If a full-time teacher volunteers to teach a sixth class for a semester, they are to be compensated at the rate of 20% of his/her salary. A sixth-class teaching assignment shall be limited to short-term situations due to scheduling restrictions.
    - 6.2.1.1 Compensation for Athletic Coaches: A full-time certificated teacher in the district who assumes a head varsity coaching position at Nordhoff High School will be compensated as follows: Nordhoff High School will be compensated as follows:
      - a) Coaching stipend as per salary schedule, and;
      - b) An additional stipend of the individual coach's base salary from the salary schedule X 0.055 (1/3 of the year X 16.6%)
      - c) If a teacher/coach does not complete a full coaching "season", all compensation and/or release time shall be prorated accordingly.
  - 6.2.2 For any assignments less than 100%, an employee is to be compensated at the rate of 20% per period assigned at the appropriate placement on the salary schedule, with no additional compensation for a conference/prep period.
  - 6.2.3 Members of the bargaining unit who voluntarily accept an occasional substitute assignment during their conference/prep period will be compensated at the certificated hourly rate.

- 6.2.4 In elementary schools, the following options shall be considered sequentially by the principal when a substitute is not available.
1. Cancellation of full-day staff development activities that would allow teachers to be in the classroom in the case of a shortage.
  2. Coverage by a specialist or other certificated support staff.
  3. Administrative coverage, except in instances when the administrator has meetings or other duties that cannot be canceled.
  4. Placement of students into other classrooms. If students are placed into other classrooms due to the inability of the District to acquire a substitute, the supervising teacher shall receive three hours of comp time for each full day.
- 6.3 On-site faculty shall have the opportunity to participate in recommendations on discretionary budget allocations, which are pertinent to that particular school, including conference budgeting.
- 6.3.1 Funds for supplementary materials shall be provided at all sites.
- 6.3.2 Each bargaining unit member shall have the opportunity to purchase supplementary teaching supplies and materials upon approval of the principal.
- 6.4 Uncoordinated classroom interruptions shall be kept to a minimum. The principal and Federation representatives shall cooperate in minimizing interruptions, which shall be coordinated in advance with the teacher whenever possible.
- 6.5 Good faith attempts shall be made to keep teacher mobility to a minimum.
- 6.6 Each teacher shall have a desk, metal filing cabinet, closet, and storage space for personal possessions, teaching supplies, and the technology currently required to carry out justifiable professional duties.
- 6.6.1 The aforementioned shall be capable of being locked.
- 6.6.2 The District shall provide locks and keys at no cost to unit members.
- 6.6.3 Necessary keys provided by the District to a unit member shall be retained by the unit member until the end of the school year, or as agreed to by the unit member and the building site principal.
- 6.7 Every effort shall be made to see that no teacher at the secondary level shall have assignments in more than two (2) departments in any one school year.
- 6.7.1 Every effort shall be made to see that no teacher at the secondary level shall have assignments in excess of three different preparations in one semester.
- 6.7.1.1 The site principal may assign a secondary teacher an involuntary fourth (4th) preparation for a period of time not to exceed any two (2) semesters in a three (3) year period.
- 6.7.2 The District agrees that it will not be arbitrary or capricious if exceeding the limits imposed by 6.7 and 6.7.1 of this Article.
- 6.7.3 The District shall comply with the following regarding assignments involving

students using independent learning platforms such as Edgenuity or UC Scout. These articles do not apply to students assigned to a teacher on a short-term independent study contract.

- 6.7.3.1 Usage of online independent learning platforms co-seated with in-person classroom instruction will be assigned voluntarily only.
  - 6.7.3.2 Assignment of independent study courses to a bargaining unit member with a yearly enrollment of 25 - 40 students will be the equivalent of one section and will be compensated as such.
  - 6.7.3.3 Assignment of independent study students, excluding those on a short-term independent student contract, to a bargaining unit member with a yearly enrollment under 25 students is an extra duty and will be compensated via stipend. Stipends are funded for every 5 students enrolled and will increase accordingly.
- 6.8 Sufficient and appropriate space and privacy shall be provided to unit members to facilitate conferences with other professionals and/or parents.
- 6.9 Physical facilities, including sufficiently equipped workrooms at each site, shall be provided to all unit members so that they may fulfill their teaching responsibilities.
- 6.10 The District shall take all reasonable steps to provide safe and nonhazardous working conditions. Safe and nonhazardous conditions include appropriate furnished window coverings in case of lockdown and adequate temperature levels. If any classroom exceeds ninety degrees, the District shall provide alternate classroom placement or make available portable cooling units for the classroom (e.g. "swamp coolers," fans, etc.). The District is given a grace period until December 31, 2019, to gain compliance with this section.
  - 6.10.1 When the site administrator receives written, verified information from another system that an enrolled student has been found guilty of any of the actions listed in #6.10.2 below, or if the school takes disciplinary action leading toward suspension or expulsion of a student for actions, the classroom teacher or teachers who have this student will be given the opportunity to be informed of incidents within five (5) working days.
  - 6.10.2 Unit members are to report any alleged unsafe or potentially unsafe conditions to the administration. Oral communications shall be confirmed in writing. Upon receipt of the unit member's written report of unsafe conditions, the Superintendent/designee will acknowledge in writing what action, if any, will be taken on the reported condition. Such response shall occur within five (5) days.
  - 6.10.3 First aid materials shall be available at all facilities maintained by the district. All materials must be approved by the safety committee and kept in adequate supply.
  - 6.10.4 Actions of a student of which teachers will be informed are:

- a) Physical assault or battery
- b) Possession of a weapon or imitation firearm (ref. Ed. Code 48900)
- c) Possession or selling of drugs
- d) Harassment (sexual or intimidation)
- e) Robbery, stealing, or extortion
- f) Committing an obscene act or engaging in habitual profanity or vulgarity
- g) Disrupting school activities or defying valid authority

6.10.5 Teachers of students with this kind of verified record will be informed for three (3) years after the occurrence of the incident. The District shall not be liable for failure to comply with this section if, in a particular instance, it is demonstrated that the District has made a good-faith effort to notify the Teacher. The District and site administration will make every effort to provide this information in a timely manner. Routine notification will be provided by the beginning of the fourth week of each school year.

6.10.6 All information provided is to be kept confidential.

6.10.7 In order to reduce the chance of violation of confidentiality the following procedures will be implemented:

- a) The administrators will send out a notice at the beginning of the year to all staff advising them that if they have any of the students on a list provided, they should contact the administration regarding Ed. Code 49079.
- b) Information regarding the student will be communicated verbally.
- c) The teacher will sign off on the administrator's list that they have been informed, or have chosen not to be informed.
- d) Copies of the sign-off sheet will be provided to the union president. The sign-off sheet will not contain any confidential information.

6.10.8 Any teacher who is threatened with bodily harm or who suffers bodily harm by an individual or group while carrying out his/her assigned duties shall, when appropriate, promptly report such threat to the immediate supervisor, who will inform the Superintendent and the designated law enforcement authority. OUSD shall give legal and other related assistance in accordance with the applicable law for any assault upon the unit member while the unit member is fulfilling assigned duties.

6.10.8.1 When absence arises out of or from such assault or injury which occurs within the scope of employment, the unit member shall not forfeit any sick leave or personal leave until the appropriate industrial leave provisions have been exhausted.

- 6.10.9 The District shall give assistance in accordance with applicable law for any physical assault upon, harassment of, or violation of the civil rights of the teacher in the exercise of his/her duties.
- 6.10.10 To the extent required by law or otherwise, in the absolute discretion of OUSD, when a unit member is included in litigation that asserts liability for non-intentional or non-willful acts occurring within the course and scope of employment, OUSD will provide a defense if the unit member gives the OUSD control of the litigation including but not limited to the right to compromise and settle the matter on terms acceptable to OUSD, provided the unit member is not required to contribute to the settlement.
- 6.10.11 Reimbursement or replacement of property. The property of unit members, such as eyeglasses, hearing aids, watches, cell phones, or articles of clothing necessarily worn or carried by the unit member may be paid for, repaired, or replaced by County School Service Fund when any such property is damaged in the line of duty without fault of the unit member. If the property is damaged beyond repair, the actual value of such property may be paid. The value shall be determined as of the time the damage occurred. Payments for amounts over five hundred (\$500) dollars may be authorized upon recommendation of OUSD and approval of the Board of Education.
- 6.10.12 OUSD agrees to allow for reimbursement for personal equipment, such as laptops or cameras, damaged or stolen to a maximum of \$500 per occurrence. This amount will be reimbursed only if the unit member had prior written approval for the use of the equipment from the site administrator and the loss or damage occurred without negligence on the part of the unit member. A unit member must also make a claim of any available personal insurance (such as homeowner's or rental) before being eligible to receive reimbursement.
- 6.10.13 Subrogation. In the event the unit member is paid the costs of repairing or replacing such property or actual value, the County School Service Fund shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for damaged property.
- 6.10.14 Automobile Damage. A unit member may be reimbursed up to \$500 per incident, for automobile damage incurred while the automobile is being used for business-related travel. This reimbursement shall be available only to the extent damages are not covered by the unit member's personal automobile insurance (such as the deductible) or are not the responsibility of an identifiable third party. The incident shall be reported to the appropriate law enforcement agency and/or the unit member's department head or a management unit member in the Business Office, immediately. Failure to report the incident to the department head or management unit member in the Business Office within 48 business hours shall invalidate the claim unless the accident results in personal injury which reasonably precludes the unit member from reporting. Business Office staff may inspect the damage and/or request a copy of the insurance report or other evidence of the amount of insurance company payments may also be required.

A copy of the police report may also be required, if applicable. No reimbursement shall be provided for wear and tear, breakdown of parts, or puncture of tires. The loss shall be directly and unquestionably the result of a specific incident resulting through no fault of the unit member. No reimbursement shall be allowed for acts of vandalism or other damages inflicted by a third party by other than accidental causes. No reimbursement shall be provided if any local, state, or federal laws were violated by the unit member at the time of or immediately preceding the accident. Exceptions to the above policy may be made in instances where substantial justice so warrants.

- 6.10.15 In the event of a bomb threat, lockdown, fire evacuation, or similar threat, no teacher shall be required to make searches, other than visual, for dangerous or hazardous materials.
- 6.10.16 Prior to noon of the day prior to the first day of a special education student entering a new class, the District shall ensure that OUSD teachers receive notice of those special education students whenever the Special Education Department has a student's records soon as those records become available. Such information shall include:
  - a) The nature of the student's disability and other related academic, emotional or medical issues.
  - b) Once school has started, when an IEP or 504 is held, the case manager must Provide updated paperwork to the office staff to upload to the student's information system as soon as possible.
  - c) When special education or 504 students work with teachers who do not have access to those students in the student information system, the case manager, shall provide the above required information to those teachers as soon as possible.
- 6.10.17 Information contained in the student information system about special education students shall remain confidential.
- 6.10.18 Crisis Prevention Training. Unit members who work in classrooms with students with Moderate to Severe Disabilities or Emotional Disturbances may be trained in crisis prevention strategies. Some unit members may be required to be trained in crisis prevention strategies. This training shall be made available to other unit members upon their request and the approval of OUSD. The training shall be scheduled during the unit member's work day or the unit member shall be compensated.
- 6.10.19 Safety Committee. The Federation may have at least one representative on the OUSD District Safety Committee.
- 6.11 The procedures for teachers to appeal decisions regarding the placement of students in special classes shall conform to state law.
- 6.12 Extra duties within the scheduled workday shall be assigned fairly and equitably. Teachers who have not accepted paid supervision duties in the prior year will be offered supervision duties first.

6.12.1 It is understood there will be supervision of scheduled extracurricular activities on an equitable basis by the school. No teacher will be required to work Saturday or Sunday.

6.13 Unit members shall have the backing and follow-up support of the administration in discipline cases in order to promote high behavior standards, high student and teacher morale, and a climate favorable for teaching and learning.

6.13.1 The administration at each site will comply with the law in excluding from the classroom any continually disruptive and/or dangerous student.

6.13.2 The District is responsible for giving all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom and/or on the school grounds. Whenever there is evidence that a particular student needs special attention, the teacher shall initiate a proper referral through the appropriate person, e.g., the principal, counselor, and/or assistant principal.

6.13.3 If requested by the employee, the principal or immediate supervisor shall, within two (2) days, arrange for a conference with the employee to decide upon appropriate steps to resolve the problem.

6.13.3.1 If the conference participants decide that further intervention is necessary, the student will be referred to the Student Study Team. The Student Study Team will determine appropriate interventions, which may include testing, to be administered in accordance with applicable laws.

6.13.3.2 If said student with special classification is returned to the classroom, various alternatives will be implemented to facilitate the instructional program.

6.13.4 A written description of the rights and duties of all employees and administrators with respect to student discipline, and the rights of suspended students, shall be incorporated in each school handbook.

6.13.5 An employee may refer a student to the school administration when the severity of the offense or the persistence of the misbehavior makes the continued presence of the student in the classroom and/or on the school grounds disruptive to the educational process.

6.13.5.1 Immediate suspension from class may result from any persistent disobedience that interferes with the well-being of other students or that prevents the teacher from carrying on normal class activities. If a teacher suspends a student, state law requires a teacher/parent conference within twenty-four (24) hours.



- 6.13.5.2 Repeated instances of gross misbehavior, or any verbal or physical attack upon any teacher, may be just cause for permanent exclusion from class.
    - 6.13.5.3 Teachers may access the individual records of students with serious problems in the student information system.
  - 6.13.6 A student's grades shall be changed only upon authorization of the teacher involved. Education Code mandates shall be followed.
  - 6.13.7 A pupil will not be dropped from a class or transferred from teacher to teacher without a conference with the teachers involved unless it is a scheduling conflict.
  - 6.13.8 District Administration shall take reasonable efforts to prevent allowing any minor or adult from entering a school or school function on campus and interfering with the school program, or abusing or upbraiding an employee either in the performance of his/her assigned duties or in the presence of students.
  - 6.13.9 Employees shall immediately report cases of verbal or physical assault suffered by them in connection with their employment to their principal or immediate supervisor, who, upon request by the employee, shall immediately report the incident to the proper authorities. The principal or supervisor shall advise the employee of his/her rights with respect to assault and shall render assistance to the employee in connection with the handling of the incident by law enforcement authorities.
  - 6.13.10 The District shall provide an agreement with a qualified insurer that insures the employee with at least ten million dollars (\$10,000,000) coverage against personal liability for damage, death of a person, injury to a person, or damage or loss of property caused by the negligence of the employee acting within the scope of his/her employment.
  - 6.13.11 All employees must follow applicable law regarding suspected child abuse, harassment, bullying, and assigned disaster service activities.
- 6.14 In situations where Special Day Class students are to be placed in the general education classes (K-6):
- 6.14.1 The general education classroom teacher who is assigned a Special Day Class student shall be included in all IEP meetings and decisions.
  - 6.14.2 All resources, including but not limited to books, curricular materials, furniture, and special equipment, required to implement the IEP shall be provided by the District.
  - 6.14.3 The IEP team shall periodically evaluate placement options and student performance.
  - 6.14.4 Training and/or assistance, as appropriate, shall be provided to general education classroom teachers assigned to teach Special Day Class students.

- 6.14.5 Special Day Class students shall be placed in classes that have vacancies whenever possible. Classroom teachers may request exceptions to this if they desire to teach Special Day Class students.
- 6.14.6 Special education teachers and aides shall be assigned to assist classroom teachers during the time Special Day Class students are in the general education classroom, as much as possible.
- 6.15 Collaborative Decision-Making Process:  
Decisions that affect the professional duties or working conditions of the teacher shall be made through a collaborative decision-making process between the administration and faculty. Two times per year in the fall and spring, each school site shall meet as a group to establish a list of priorities that need to be decided for the year. Examples may include but are not limited to, bell schedule, professional development days, course offerings, breaks, testing calendars and other aspects of the work day. The process for how to review each topic will be decided jointly by the administration and faculty. Each site will maintain minutes of collaborative decision-making meetings. The group decisions shall be made by consensus, when possible. When consensus is not reached, the administration, in good faith, using the input from the faculty, can move forward with a decision provided that there is a timeline for future review of the decision and possible modification of the decision. Administration can make unilateral decisions in such cases where there are emergencies, mandates, Board Policies, deadlines, privacy issues, or the like; however, the rationale for the unilateral decision should be explained to faculty and a timeline for collaborative review of the decision should be provided, if possible.
- 6.16 District-Provided Copiers  
The district will provide a well-maintained copier infrastructure at each school site, adequate for the number of users. Copiers will be located strategically on each campus to reduce the time to retrieve documents, within reason, based on factors such as security, access to power, and access to data lines. The copiers will be set up with Secure Print capabilities that allow teachers to password-protect their documents and print them once teachers are physically present at the copiers. The district will provide the necessary training at the beginning of the school year.
- 6.17 Personal Printers  
District staff will install personal printers on district computers. However, no district funds or resources will be expended on the maintenance, repair, or upkeep of the equipment, nor for the purchase of ink for personal printers. The district will not remove any current printers from service.
- 6.18 Classroom Printers  
No District funds will be used to purchase classroom printers as of July 1, 2019. The district will not remove any current printers from service. Once a district-owned printer has failed, it will be removed from service and not replaced.
- 6.19 Special Education Department (SPED) Printers  
SPED teachers will receive a USB black and white Laser printer that is non-networkable and cannot be shared with other computers. This printer will only be utilized during IEP meetings. Teachers will not allow student printing, print master lesson plans, or personal items. Ink will be provided once per year by the special education department. Additional ink will not be covered by the district.

**ARTICLE 7**  
**DAYS AND HOURS OF EMPLOYMENT**

- 7.1 The number of scheduled workdays for employees shall be as follows: teachers - one hundred and eighty-four (184) days and counselors - one hundred and ninety-four (194) days.
- 7.2 The number of school days shall include one hundred and eighty (180) days of instruction.
- 7.3 The District calendar for each year shall be determined by mutual agreement between the Federation and the District.
  - 7.3.1 Each individual school activity calendar shall have faculty input (e.g., parent/teacher meetings, special events, etc.)
- 7.4 At all levels, it is assumed that the employee will devote forty (40) hours each week to teaching duties and professional responsibilities.
  - 7.4.1 It is understood that an employee will complete their professional responsibilities as to faculty and departmental meetings, site committees, curriculum committees, staff development, parent conferences, student conference, appointments with administration, attending IEP, SST, and 504 meetings, and necessary preparations for the classroom.
- 7.5 Although the beginning and ending time of an employee's day will vary among the schools in the District, it is expected that each employee's service will be available for a period of seven (7) hours, excluding duty-free lunch period, with the understanding that the individual employee will complete his/her professional responsibilities (See 7.4). An employee may leave campus fifteen (15) minutes after the completion of his/her contracted assignment.
  - 7.5.1 The faculty at each site will make recommendations to the principal to establish its beginning and ending schedule times based upon a seven-hour work day, excluding a duty-free lunch period. It is the responsibility of each principal to determine the needs of the school with respect to the beginning and end times of the student day and employee workday.
  - 7.5.2 The kindergarten regular instructional day will consist of a minimum of 255 minutes and a maximum of 275 minutes. The yearly instructional minutes for grades 1-6 will not exceed 1,500 minutes above the State-required minimum.
- 7.6 On any given day an employee may, for good cause and with prior notice to and approval of the school principal, arrive on campus later than the normal beginning time, or leave campus earlier than the normal ending time of the workday.
- 7.7 Employees with a specialist staff assignment, whether assigned at one location or on an itinerant basis, shall have the same required time schedule as other employees with classroom teaching assignments.
- 7.8 Each unit member may initial in and out on a District-provided form.
- 7.9 Each unit member is entitled to a duty-free lunch period, and a relief time each day of no less than twenty (20) minutes. The lunch period shall be the equivalent of the student lunch period or forty (40) consecutive minutes of snack and lunch times may be modified by a majority teacher vote at a

site, but must remain consistent with Education Code 44813.

- 7.9.1 Unit members shall be permitted to leave their school sites during the lunch period.
- 7.9.2 Should a weather-related, or other event that compromises the safety of students occur, teachers may be asked to supervise students during their duty-free lunch and /or snack time. A plan for each site should be created collaboratively.
- 7.10 Teacher-initiated field and activity travel related to the employee's instructional program, which takes place after the scheduled workday, will not be compensated by time and/or money.
- 7.11 Mandatory meetings shall be held no more frequently than three times each month with the exceptions required facilitating the opening of school or under other exceptional circumstances. Any of the three meetings that are held may require the teacher to stay on site for the 8th hour of their work day if it's not held on an early dismissal day. Principals will provide an agenda for the scheduled meetings and shall permit employees to place items on the agenda for staff meetings.
  - 7.11.1 Additional meetings held within the contractual 7-hour on-site portion of the day will not be included in the meetings identified in 7.11 and will be scheduled for the year through the collaborative decision-making process.
  - 7.11.2 Intervention programming may be assigned per the site administrator's discretion so long as it falls within the contracted 7 hours on site and does not encroach upon the minimum allotted prep time as stated in the contract.
- 7.12 Shortened days for in-service training, staff development, parent-teacher conferences, open house, back-to-school night, etc., will be scheduled by the District according to the Collaborative Decision-Making Process.
  - 7.12.1 Early dismissal will occur on the Fridays preceding parent conference weeks and/or the weeks during which report cards are to be prepared, a total of four (4) times per year for report card and/or parent conference preparation.
- 7.13 Staff Development and Teacher Workdays - Two Staff Development Days and Two Teacher Workdays will be scheduled within the District's existing non-student workdays. The first Teacher Workday of the year will require the teacher to work on-site. On the second Teacher Workday of the year, the teacher may choose to work on-site or at home.

**ARTICLE 8**  
**SALARIES, HOURLY RATE, STIPENDS,**  
**AND OTHER COMPENSATION**

**2022-2023**

**The salary schedule for 2022-2023 shall increase by 4% retroactive to July 1, 2022.**

**2023-2024**

**The salary schedule for 2023-2024 shall increase by 3% effective to July 1, 2023.**

**OFT member contributions to medical benefits will remain the same as in the 2021-2022 year.**

- 8.1 The following provisions and principles regarding salary and other compensations are adopted:
- 8.2 The salary and other compensations outlined in and appended to this contract shall be effective on the first working day of each academic year.
  - 8.2.1 In order that budgetary provisions for higher salary be made, an employee who expects to qualify for a higher education classification shall notify the District in writing as follows:
    - a) By March 1 of the preceding school year, to qualify for a higher education classification at the commencement of the subsequent school year;
    - b) By October 1 of the present school year, to qualify for a higher education classification, effective February 1 of the same school year.
  - 8.2.2 Any upper-division courses, from a WASC-accredited or equivalent institution, which earn academic credit for an academic degree, may be applied for column advancement on the schedule. In special circumstances, credit may be granted for lower-division courses. Quarter units are converted to semester units by multiplying quarter units by .67.
  - 8.2.3 By March 15, the employer shall provide the Federation a statement indicating the projected status of employment and the projected placement on the salary schedule of each employee, a final revision of which shall be provided to the Federation by July 1.
- 8.3 Initial Step Placement - Employees shall be placed in the appropriate positions on the salary schedule in accordance with the degrees and advanced preparation they have completed.
  - 8.3.1 Employees shall be given credit on a year-for-year basis at the time of initial

placement on the salary schedule for previous school teaching experience while holding a clear credential, not to exceed five (5) years. Additional credit for experience may be granted by the employer. Seventy-five percent (75%) of student days are required for one year of credit.

8.3.2 A maximum of two (2) years of pertinent, closely related non-teaching experience, including service in the Armed Forces, may be counted.

8.3.3 Part-time teaching shall be computed to the nearest half year for credit allowance.

8.3.4 Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If employed for 50% or more of a full-time assignment of a school year, the employee shall be given credit for that year's experience for salary schedule advancement purposes. If employed less than 50%, the employee shall advance every other year on the salary schedule.

8.4 All unit members working full-time will be paid a full contract salary. All unit members working less than full-time shall receive a prorated salary.

8.4.1 Part-time employees wishing to return to full-time employment shall be given first consideration for up to an appropriate full-time position based on the employee's Probationary 1 hire date.

8.4.2 Employees working seventy-five percent (75%) of the student days will receive one year of service credit on the salary schedule. For part-time assignments see Articles 8.3.3 and 8.3.4.

8.5 All compensation for extra duties shall be paid on a separate check whenever possible.

8.6 Revenues received for the sale or franchise of curriculum materials developed by unit members on their own time shall be returned to those who developed them.

8.7 a. Secondary school counselor's compensation shall be a combination of the employee's placement on the salary schedule plus ten percent (10%).

b. District Speech and Language Pathologist's compensation shall be combination of the Employee's placement on the salary schedule plus 15 percent (15%).

8.8 Employees who use their own automobiles in the authorized performance of their duties shall be reimbursed for all such travel at the rate allowed for tax purposes by the Internal Revenue Service.

8.8.1 Employees who do not own or have access to an automobile, or who do not drive, shall be excluded from duties that would require automobile travel.

- 8.9 Salary payments shall be made in either ten (10) monthly payments of one-tenth (1/10) of the annual salary, or twelve (12) monthly payments of one-twelfth (1/12) of the annual salary.
- 8.10 Compensation for special assignments shall be determined through consultation and agreement among the Federation, the employer, and the employee(s) involved.
- 8.11 Any elementary general education teacher who teaches a three-grade combination class will receive a \$200 stipend.
- 8.12 A secondary teacher required to teach an assignment at two different campuses shall receive a stipend in the amount of \$500 for the school year in which the assignment takes place.
- 8.13 District shall allocate at least Forty Thousand Dollars (\$40,000) each school year to provide stipends to elementary teachers for performing various additional duties including, but not limited to, supervision, SST site coordinator, and 504 site coordinator.

**ARTICLE 9**  
**HEALTH AND WELFARE BENEFITS**

9.1 Eligibility - All full-time employees will receive the following Health and Welfare Benefits:

- a) Major Medical Plan for employee and dependents
- b) Dental Plan for employee only
- c) Vision Plan for employee and dependents
- d) Life Insurance Plan for employee only

9.1.1 Any employee working less than full-time (100%) will receive a prorated District contribution toward the listed benefits, at the selection of the employee.

Example: An 80% employee would receive a credit of 80% of the District's total contribution to pay the specific premiums selected by the employee. If the District's contribution does not equal the premium, the deficit must be paid through payroll deduction by the employee. If the employee selects a benefit that is less than the pro rata share to be provided by the District, that shall be his or her complete entitlement for that selection period.



## **ARTICLE 10**

### **EVALUATION PROCEDURES**

- 10.1 Every probationary and temporary employee shall be evaluated by the administration in writing at least once each school year, no later than March 1.
- 10.2 Every permanent employee shall be evaluated by the administration in writing at least every third year. For all certificated unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Section 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, the evaluation cycle shall be five (5) years, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw his or her 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. Evaluations will be completed no later than May 1. When necessary, additional evaluations will be arranged.
  - 10.2.1 For all certificated unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Section 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, the evaluation cycle shall be five (5) years, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw his or her 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.
- 10.3 For regularly scheduled evaluations, the evaluator and evaluatee shall meet no later than October 15, to discuss which California Standards for the Teaching Profession (CSTP) will be emphasized in the evaluation. While emphasis will be placed on specific standards, all evaluation standards shall be considered in the evaluation.
- 10.4 The District may elect to conduct evaluations at any time. Evaluations will be based on the CSTP.
- 10.5 The Federation and the District will approve the evaluation instruments and the evaluation standards.
- 10.6 Observations:
  - 10.6.1 Each evaluation shall be based upon at least two observations, each lasting no less than twenty (20) consecutive minutes, and shall be followed by an evaluation conference to be held within seven (7) working days of the observation. In the evaluation conference, the evaluator and the evaluatee shall review the observations and what is to be incorporated into the written evaluation.
  - 10.6.2 Signed and dated copies of the evaluation shall be submitted to the evaluatee within five (5) working days after the evaluation conference.
  - 10.6.3 Within ten (10) working days after receipt of the evaluation, the evaluatee shall be

given an opportunity to discuss thoroughly the evaluation with the evaluator prior to placement of the evaluation in the personnel file. The evaluatee has the right to have a representative of the Federation present at such a meeting.

- 10.6.4 The evaluatee has the right to have a written statement attached to any observation report provided that the evaluator receives the attachment within ten (10) days of the written observation report.

## 10.7 Evaluation:

- 10.7.1 As stipulated in sections 10.1 and 10.2 above, a final written evaluation shall be provided to the evaluatee. The evaluatee has the right to have a written statement attached to the final evaluation report provided that the evaluator receives the attachment within ten (10) days of the final evaluation report.
- 10.7.2 If any deficiencies are noted in the final evaluation, the evaluator shall be responsible for establishing with the evaluatee a program of remediation to include observations, evaluations, and recommendations for improvement and direct assistance in implementing recommendations for improvement. Referral to OPAR may be one of these recommendations.
- 10.7.3 All final evaluation reports and written statements from the evaluatee shall be entered in the evaluatee's personnel file.
- 10.7.4 Evaluation documents can be considered by the District only for the time specified in the Education Code.

## 10.8 Alternative evaluation is a voluntary process.

- 10.8.1 Purpose. The alternative evaluation process is designed to encourage teachers to explore options that support instruction and professional growth to demonstrate their professional practices. The process offers unit members who have consistently demonstrated effective performance an alternative to the regular evaluation process.

The process is flexible in order to encourage unit members to grow in self-chosen areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects and criteria established under the alternative evaluation process serve as the certificated performance evaluation in lieu of the traditional evaluation.

- 10.8.2 Participation. A teacher is eligible for alternative evaluation after their first evaluation as a permanent teacher, with mutual agreement of the evaluator.

Denial of the alternative evaluation process shall be reserved for those assessed as performing unsatisfactorily on their prior evaluation.

- 10.8.3 Evaluation Plan. At a planning conference held in compliance with the timelines

established in Article 10, the evaluatee will advise the evaluator of the preliminary plan. Evaluatees and evaluators are encouraged to be creative and take risks when developing options, and consider a focus on the expansion and improvement of skills or the program. Evidence of implementation of the plan may include informal observations, formal observations, conferencing, or other agreed-upon means.

Following the planning conference, the evaluatee will provide a written summary of the evaluation plan by November 15th. The evaluator and evaluatee will schedule meetings to discuss progress on or before December 15th and March 1st. The evaluation plan may transcend the traditional school year cycle and the final evaluation conference may be extended by mutual agreement provided, however, that the final evaluation summary is completed by May 1st of the required evaluation year. Objectives completed after the final evaluation will be attached to the Final Evaluation Summary.

- 10.8.4 Final Evaluation. At the conclusion of the evaluation period, the evaluatee shall present to the evaluator the results of the evaluation plan. The evaluator shall review the results and complete a summary evaluation for inclusion in the evaluatee's file.
- 10.8.5 Modification of Evaluation Plan. The evaluatee may modify the alternative evaluation plan by written notice to the evaluator or may change to the traditional process by mutual agreement by March 1st. If this change is made, timelines will be mutually established in accordance with appropriate sections of this Agreement.

**ARTICLE 11**  
**PERSONNEL**  
**FILES**

- 11.1 Each employee shall have one (1) official District personnel file that shall be maintained in security at the District Office.
- 11.2 All evaluations and other records of the District shall be available during regular school business hours to each individual employee upon his/her request in the presence of the assistant superintendent or his/her designee.
  - 11.2.1 Each employee shall have the right to reproduce any of the contents of his/her file permitted by law and to submit for inclusion in the file written information in response to any material contained therein.
  - 11.2.2 Access to personnel files shall be limited to authorized Ojai Unified School District School Board members, authorized administrators on a "need-to-know" basis, the employee, authorized representatives of the employee, and come order (per Education Code 44031 ).
  - 11.2.3 Letters of merit and commendation shall be placed in an employee's personnel file.
- 11.3 Unless so stated in the California Education Code, no secret file, or any materials, record, or the like may be kept on any employee for any purpose.
- 11.4 No material derogatory to any employee's conduct, service, character, or personality shall be placed in the file without the knowledge of the employee.
  - 11.4.1 The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual material to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content.
- 11.5 Each employee shall receive immediate written notification and a copy of any material placed in his/her file.
- 11.6 Materials that are of a derogatory nature shall not be used after four (4) years in a dismissal hearing.

**ARTICLE 12**  
**TRANSFERS AND REASSIGNMENTS**

- 12.1 Transfers:
- 12.2 A transfer refers to any District action that results in a movement of an employee to another site. A transfer may be voluntary or involuntary. A teacher returning from any leave of absence may be assigned to a new site and this would not be considered a transfer.
- 12.2.1 Full Transfer - A full transfer refers to any District action that results in a movement of a teacher to another school site for half or more of their designated instructional time. Itinerant teaching staff, which includes but is not limited to specially designated music, speech, and special education teachers, may be required to teach at multiple sites and this will not count as a transfer.
- 12.2.2 Partial Transfer - A partial transfer refers to a District action that results in a transfer of a teacher to another school site for any period of time, which is less than half of their designated instructional time. Section 12.5.1 does not apply to partial transfers.
- 12.3 Posting of Vacancies - Notices of vacancies will be emailed to employees and the Federation President as soon as they are posted. Such notices shall include the position, description, location, or subject matter assignment, credential requirement, and closing date.
- 12.3.1 Copies of all notices of vacancies shall be mailed to the Federation at the same time or prior to such posting.
- 12.4 Voluntary Transfers - An employee may request a voluntary transfer to take effect during the school year or at the beginning of the next year. The District will consider all requests but will make the final decision on voluntary transfers. In either event, the request shall be made in writing and sent to the Certificated Personnel Office.
- 12.4.1 All requests for voluntary transfers for vacancies opened by the District shall be considered primarily on the basis of three criteria: (1) credentials to perform the required services; (2) highest qualifications; and (3) seniority.
- 12.4.2 Voluntary transfer requests shall be given first consideration. If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial. Such reasons shall be in writing if requested by the employee.
- 12.5 Projected Staffing Transfer- If enrollment at a site decreases or teachers are returned to a site from leave or special assignment, the District may make an involuntary transfer from that site. When a projected staffing transfer is made, the teacher with the least seniority in the District, who is working at that school site shall be the first one moved. If two or more teachers have the same seniority date, then the District will determine which teacher(s) will

be transferred from the site using Board-adopted criteria. Transfers will be based on the teacher to be transferred having the appropriate credentials and qualifications to teach in District-identified open positions.

12.5.1 Teachers who are transferred based on seniority will not be moved the following year even if they are the least senior teacher at their school site except for transfers made under section 12.8. Prior to making an involuntary transfer under this article, the District shall first request voluntary transfers.

12.5.2 An employee to be involuntarily transferred to match staffing to student enrollment at a school site shall have the right to indicate preferences from a list of vacancies as indicated in Section 12.3, and the District shall consider such requests on the basis of qualifications, the required credentials, and the needs of the school.

12.5.3 In TK-5th grade, when teachers are involuntarily transferred due to overstaffing at a site, job-share assignments will be considered to belong to the most senior teacher of the pair. Teachers who are being involuntarily transferred or laid off cannot bump a job-share partner who is less senior.

During the layoff process, teachers who are involuntarily transferred due to overstaffing at one site are assigned the "alike" FTE starting with the most senior teacher being transferred and the most senior teacher being laid off.

Involuntary transfers, including those as a result of overstaffing at a site, take precedence over voluntary transfers and shall be moved into vacancies first.

When there are vacancies at sites due to retirements and resignations, overstaffed teachers at other sites will be offered the choice of the vacancies starting with the most senior teachers.

Multiple subject teaching credentials will not be considered an appropriate qualification to be transferred to Chaparral during the layoff and involuntary transfer process. Multiple subject credentials will be considered allowable for voluntary requests to transfer to Chaparral.

12.6 Transfers Made After School Begins - After the school year begins, necessary changes in staffing will be based upon the needs of the school to limit the amount of disruption to students and staff, as determined by the District. If the District transfers a teacher who is not the least senior teacher on staff at that school, then that teacher will be placed back at their original school the following school year upon request, unless the District transfers them under section 12.8.

12.7 Program Move Transfers - The District reserves the right to move a program and transfer teachers providing that program to another school site.

12.8 Administrative Transfers - On rare occasions, the District may find it necessary to make an administrative transfer to improve the social, educational, or professional climate at a given school

site. When the need for an administrative transfer becomes necessary, the superintendent will convene the administrative transfer committee. The committee will be comprised of three OFT designees and three District administrators, including one principal. The committee will then review the need for transfer and make a recommendation to the Superintendent regarding the transfer. The Superintendent will then make a final decision regarding the transfer based on this input.

12.9 Compensation for Transfers - The District shall compensate teachers who transfer to another school site and are not identified as itinerant teachers.

12.9.1 Compensation for Full Transfers - Anytime a teacher transfers to another school as defined in 12.1, the teacher shall be given \$300 by the District to compensate for moving time. Itinerant teachers, who include but are not limited to special education teachers, music teachers, and speech teachers, are excluded from this provision of the contract. Teachers shall fill out a stipend request form signed by their site level administrator to receive this payment.

12.9.2 Compensation for Partial Transfers - Teachers who are partially transferred are entitled to \$100 for a 20% transfer or \$200 for anything that is more than a 20% transfer but less than a 50% transfer.

12.10 OPAR Approved Transfers - The District may refer a teacher to the OPAR Board for assistance. The OPAR Board, after receiving input from the consulting teacher, may recommend that a teacher be transferred. If the District then chooses to transfer the teacher, such a transfer shall not be considered as an administrative transfer under section 12.8.

12.11 Reassignments:

12.11.1 A reassignment refers to any District action that results in a movement of an employee to another grade level or department at the same site. Return from a leave of absence, even if it requires a teacher to teach in a different grade level or department is not considered a reassignment. Reassignment also does not apply to special educators, speech teachers, or itinerant staff who are expected to teach a variety of levels as part of their regular assignment.

12.11.2 The District shall ask teachers to express their interests for teaching assignments and/or grade level each year. Teachers whose interests are not accommodated shall upon request be given an explanation of the reasons for non-preferred assignment decisions, in a conference with the site principal.

12.11.3 Each spring as part of the development process for planning the anticipated teaching assignments for the next school year, staff will have the opportunity to meet with their principal or designee and to participate in an interest-based group discussion which includes but is not limited to:

- a) The interests of students, staff, administration, and the overall school.
- b) The parameters of all staffing issues at the school.
- c) Possible solutions.

12.11.4 Reassignment Compensation - Teachers shall be compensated in the amount of \$200 for additional planning time needs, to be paid in one lump sum after the reassignment has been established for at least thirty days, under the following circumstances:

- a) This compensation shall go to any secondary teacher (grades 7-12) who is reassigned to a different department from the current teaching assignment. (Example: A teacher currently teaching five periods of science at the high school is assigned to teach a section of high school math the next year. This is a reassignment and the teacher would be compensated.)
- b) This compensation shall go to any elementary teacher (grades K-6) who is reassigned to any grade level or combination class that does not include the current grade level assignment. (Examples: A second-grade teacher reassigned to any other grade would be compensated. A second-grade teacher who is assigned a first/second or second/third combination class would not be compensated. A second/third combination teacher would not be compensated if assigned to a second or third-grade class, but would be compensated for reassignment to any other grade or any other combination class other than first/second or third/fourth).
- c) Teachers shall fill out a stipend request form signed by their site-level administrator to receive this payment.

12.12 Teachers who accept a position as a Teacher on Special Assignment (TOSA) are considered to be on a Leave of Absence and will have rights back to their previous position.

12.13 Notice of Layoff - If a teacher has received a layoff notice, the position that correlated with that teacher's assignment does not become an open position for involuntary transfer until June 30th.

Layoff - a teacher is officially laid off if he/she has received a layoff notice and it is past June 30th.



## ARTICLE 13

### LEAVES

#### 13.1 Sick Leave:

Annually, every employee is entitled to ten (10) days of sick leave commencing with the first day of employment. Unused sick leave is accumulated from year to year, is transferable between California public school districts, and is credited toward CalSTRS retirement in accordance with the Education Code and other applicable statutes. Pursuant to Section 233 of the Labor Code, any employee may use the employee's accrued and available sick leave to attend to an illness of a child, parent (or any person who has actually served in the capacity of a parent), spouse, or member of the immediate household of the employee.

13.1.1 Sick leave shall include time for necessary physical examinations, x-rays, dental surgery, etc.

13.1.2 An annual report of each employee's status regarding accumulated sick leave shall be furnished by the District to each employee.

13.1.3 Extended sick leave (a maximum of five (5) months or one hundred (100) work days) shall be governed by the Education Code. Compensation shall be the differential between the cost of the substitute and the employee.

#### 13.2 Accident or Illness Leave:

An employee shall be provided leave of absence for industrial accidents or illness under the provisions of the Education Code and other applicable state laws.

#### 13.3 Personal Necessity Leave:

Up to eight (8) days leave in any school year may be used for personal necessity, the first two (2) days of which shall not be charged to sick leave. The remainder shall be charged to sick leave.

13.3.1 Personal necessity shall be limited to:

- a) Serious illness of the employee's immediate family not covered in Article 13.1. The term of *immediate family of the employee* shall include brother or sister, parent-in-law, grandparent, grandchild, step-child, step-brother or step-sister, brother-in-law, sister-in-law, nephew, niece, aunt, or uncle
- b) An accident or endangerment involving the employee's person or property, or the person, pet or property of the employee's immediate family

- c) Other personal necessities allowed at the discretion of the Superintendent or his/her designee

13.4 Maternity Leave:

Employees are entitled to use sick leave and extended sick leave as set forth in Section 13.1 of this article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefore, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

13.4.1 The period of leave shall start at the time the physician's statement certifies the commencement of the disability, and may continue for a period of six (6) weeks after the birth of the child, or at the time specified in the physician's statement.

13.4.2 The term *disability* as used in this section shall be defined as a physical condition which precludes the employee's performing the usual duties of her position.

13.4.3 During the period the employee is using sick leave for disability due to pregnancy and childbirth, the District will maintain the employee's health and welfare coverage.

13.4.4 The District shall comply with state and federal statutes as they pertain to medical benefits for maternity disability.

13.5 Family and Medical Leaves:

Employees are entitled to the following leave provisions under the terms of this contract and the Family and Medical Leave Act (up to 12 weeks).

13.5.1 Family and medical leaves may be taken for the following reasons:

- a) Birth of a child, adoption, or legal placement of a foster child within one year of occurrence
- b) Care of newborn child within the first year after birth
- c) Care of child (including biological, adopted, foster child, step-child or adult child) with serious health problem
- d) Care of a parent or spouse with a serious health problem

13.5.2 Employees must have been employed with the District for one year of continuous full-time service or the equivalent thereof prior to taking the twelve week family leave.

13.5.3 In order for an employee to take advantage of the twelve-week family leave with paid benefits, he/she must have used all accrued:

- a) Paid personal days (13.11)

- b) Personal necessity leave (13.3) using the criteria of 13.5.1.
- 13.5.4 Employees who take family leave in excess of twelve weeks for child rearing may do so under the provisions of section 13.6.
- 13.5.5 Medical certification will be required to take family leave for reasons of serious illness of a child, spouse, or parent.
- 13.5.6 If spouses are both employed by the District, the leave each member may utilize for the birth, adoption, or placement of a foster child will not exceed a total of twelve weeks in a year.
- 13.6 Long-Term Leave Procedure:  
Any teacher interested in a leave or a job share will notify the Superintendent of such interest in writing as specified in each leave section.
- 13.7 Child-Rearing Leave:  
Leave without pay may be granted to an employee for preparation for childbearing and for child rearing (whether he/she becomes a parent through childbirth, adoption, or legal guardianship), provided the child is under eighteen (18) years of age.
  - 13.7.1 Child-rearing leaves beginning six (6) weeks after the birth of the child shall end simultaneously with the end of either semester or trimester. The Superintendent shall have the right to grant leaves ending at other times if so requested by the employee.
  - 13.7.2 Child-rearing leave taken in a school year other than that in which the child is born shall be granted for one (1) semester or two (2) consecutive semesters, depending upon the request of the employee. The Superintendent shall have the right to grant leaves for other periods of time less than one (1) full year if so requested by the employee.
  - 13.7.3 Child-rearing leave may be extended by mutual agreement for up to one (1) successive school year.
  - 13.7.4 The employee shall request such leave as soon as practicable, but not less than forty (40) business days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the projected dates the employee wishes to begin and end the leave. Unexpected emergency needs for child rearing that arise after the forty (40) day deadline will be considered on a case-by-case basis by the Superintendent.
  - 13.7.5 The employee may elect to continue his/her health and welfare coverage at his/her own expense.
- 13.8 Bereavement:  
In the event of death in an employee's immediate family, covered in Articles 13.1 and 13.3.1, leave shall be five (5) days. Such leave shall not be charged to sick leave. Extensions may be granted by the Superintendent or his/her designee.

13.9 Judicial and Official Appearance Leave:

13.9.1 Jury Duty - A teacher who is summoned for jury duty shall be excused for that purpose without loss of pay. The District may require verification of jury duty date(s) and time(s) prior to or subsequent to providing jury duty compensation.

13.9.2 A unit member who receives notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e. during summer) and shall be compensated at the current daily substitute rate for each day of jury duty served. The procedure for such postponement and compensation is as follows:

13.9.2.1 Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served. The District may require further verification of any/all of the above-mentioned documentation.

13.9.2.2 Forward the above to the Superintendent.

13.9.2.3 Payment will be made in the next regular payroll cycle.

13.9.2.4 For purposes of this article, summer school will be considered teaching days for unit members teaching summer school.

13.9.3 Teachers shall be entitled to leave without loss of compensation to appear in court as a subpoenaed witness, or as a respondent to an official order from duly authorized government agencies. Compensation for the appearance in small claims court as a plaintiff shall be subject to the approval of the Superintendent or his/her designee.

13.10 Military Leave:

Teachers are entitled to military leave as mandated by the Education Code and the Military and Veterans Code.

13.10.1 Long-Term Military Leave - Teachers shall receive leaves of absence when inducted or called to extended active duty in any branch of the armed forces of the United States or the State of California. Teachers shall have all rights granted under the U.S. Military and Veterans' Code relating to military leave.

13.11 Personal Leave:

An employee shall be entitled to one (1) day of personal leave per school year. These days may be used for any purpose at the employee's discretion. Deduction for substitute services for two additional days of personal leave shall be made at the daily rate of the substitute. Deduction for any additional days taken under this section shall be at the daily rate of the employee. Up to five (5) days of personal leave may be accumulated. No more than two consecutive days of Personal Leave may be utilized without Superintendent's approval.

13.11.1 Three (3) days' written advance notice shall be required unless waived by the Superintendent or the Superintendent's designee. Such leave may not be used during the first or last week of the school year.

13.11.2 The maximum number of unit members at each work site who shall be granted Personal Leave on any one day is based on the number of full-time teachers on that site as follows:

Number of Teachers	Maximum number of personal leave days
20 or less	2
21+	3

The number can be waived by the Superintendent or the Superintendent's designee.

13.11.3 The site administration is required to notify the unit member within twenty-four (24) hours of the request as to whether the request is approved. The district shall notify employees of their personal leave balance at the beginning and at the end of the school year.

13.11.4 These provisions may be waived by the Superintendent or the Superintendent's designee.

13.12 Long-Term Public Service Leave:

An employee shall receive, upon application, a leave of absence when elected or appointed to full-time public office. Such leave may be extended by mutual agreement.

13.13 Short-Term Unpaid Personal Business Leave:

An employee may receive, upon application, unpaid leave of up to twenty (20) school days per year.

13.14 Regular Year's Leave of Absence:

Upon application to the District, any permanent employee may be granted leave of absence without pay, for not less than one (1) semester or more than two (2) consecutive semesters.

13.14.1 In general, a leave of absence may be granted to an employee in order to provide an opportunity for further study or experience, for extensive travel, to be with the family to secure medical attention or other good cause.

13.14.2 An extension of not more than one (1) year at any one time may be granted in case of illness or the necessity of completing advanced courses, or for other good reasons.

13.14.3 It shall be understood and agreed to by the employee that written notice shall be given to the District by January 15 of the intention to return. Failure to give written notice of return will be considered notice that a position is vacant, and resignation is automatic.

13.14.4 If the leave ends at the end of the first semester, it shall be understood and agreed upon that written notice shall be given to the District no later than

December 15 of the intention to return. Failure to give written notice of return will be considered notice that a position is vacant and resignation is automatic.

13.14.5 Re-employment is guaranteed if proper notice has been given; credit for service will not be lost, but no step advancement on the salary schedule is gained as a result of the leave.

13.14.6 During a regular leave of absence without pay, the employee may, at his/her own expense, participate in District health insurance programs.

13.14.7 Part-Time Service Leave:

13.14.7.1 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 obtained in a timely manner.

13.14.7.2 The leave will be granted for one year with the possibility of an extension at the sole discretion of the Superintendent or designee on a year-by-year basis.

13.14.7.3 Employees must submit their leave applications no fewer than 90 calendar days prior to the beginning of the semester in which the leave is desired. Employees must notify the District of their intent to return no fewer than 90 calendar days before the end of the leave of absence. In the case of extenuating circumstances, the District may waive the 90-day requirement.

13.14.7.4 At the conclusion of the leave, the employee will be reinstated at his or her previous level of employment for which he or she is qualified. If the leave concludes at the end of the first semester and if no vacancy exists, leave will be extended by the District and reviewed on a semester basis.

13.14.7.5 Every effort will be made to accommodate a contiguous part-time schedule.

13.15 Sabbatical Leave:

Sabbatical leave may be granted in order that an employee may engage in professional study or travel. Professional study is enrollment in a recognized institution of higher learning in the classification of a full or part-time student. 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 Ojai Unified School District.

13.15.1 Sabbatical proposals shall be submitted to the Certificated Personnel Office by January 15. A Sabbatical Selection Committee shall study applications of eligible sabbatical leave candidates. Recommendations concerning all applications, and the complete record of all data used in the determinations

regarding each application, shall be forwarded to the School Board by March 1 for approval or denial of the sabbatical leave.

- 13.15.2 The Sabbatical Selection Committee shall consist of three (3) employee representatives selected annually by the Federation (representing both elementary and secondary); one (1) Ojai Unified School District Board member; and one (1) administrator selected by the Superintendent.
- 13.15.3 School Board action on sabbatical leave recommendations from the committee shall be taken by April 15.
- 13.15.4 Criteria for committee recommendation and final School Board selection shall include:
  - a) Evidence that the sabbatical leave will improve the effectiveness of the unit member in his/her particular field
  - b) Making an outstanding improvement to the applicant's service to the District; and/or
  - c) Preparing an applicant for teaching in areas of identified District need.
- 13.15.5 The number on sabbatical leave during any one school year shall be no more than two percent (2%) of the total certificated staff. (In computing the number on leave, any fraction .5 or above shall be interpreted to be the next higher number, and any fraction under .5, the next lower.)
- 13.15.6 Length of leave shall be at least one semester and not more than one year; all the leave shall be during a single school year. If the employee on leave is offered by the state or federal government or by a foundation or by a college or university, a grant scholarship, fellowship, or employment effective during the period of the sabbatical leave, he/she may accept this grant or other remuneration.
- 13.15.7 Sabbatical leave shall count toward retirement, and the retirement contributions shall be collected.
- 13.15.8 Each employee who has been on sabbatical leave shall file with the Superintendent a written report within thirty (30) days after returning to active duty. Such report shall contain detailed information regarding professional value of the leave and the ways in which the knowledge and experience gained may be used for the benefit of the professional program.
- 13.15.9 Before any sabbatical leave shall become effective, a bond shall be secured by the employee at his/her own expense, to guarantee two (2) years of service in this district immediately following the leave, or a refund to the District of all salary paid to the employee during the leave.
- 13.15.10 Compensation for a full year's leave shall be fifty percent (50%) of the regular contract salary. Compensation for a half-year's leave shall be twenty-five

percent (25%) of the regular contract salary. The cost of health and welfare programs shall be shared equally by the employee and the District provided the employee chooses to continue the plans. The employee shall receive credit for annual salary increments provided during the leave.

13.16 Professional Growth:

13.16.1 The District shall encourage, within the limits of District funds, attendance by personnel at professional meetings and conferences, and visits to observe other schools and classrooms; and the District shall pay all authorized expenses unless agreed upon otherwise. When such meetings occur during school hours, substitutes shall be provided by the District.

13.16.2 The District may allow an exchange of positions for employees with other schools and school systems in California, in other states, and in foreign countries, at the District's discretion and at no expense to the District.

13.17 Job Sharing:

13.17.1 Definition: *Job sharing* is a plan whereby two full-time K-6 teachers share the teaching responsibilities of one full-time position. As part of the job-share agreement, the unit member(s) must request an unpaid leave of absence for the portion of the full-time assignment the unit member will not be working while job-sharing.

13.17.2 Requirements: The employee shall have attained permanency in the District unless otherwise approved by the Superintendent or designee. The employee shall sign a one-year job-sharing agreement. If the job-sharing partner is not able to continue the program during the contracted year, the employee agrees to either return to full-time status or take a non-paid leave of absence for the remainder of the year unless another qualified partner is agreed upon as defined by this article.

13.17.3 Both Teachers will Share Duties and Responsibilities to:

- a) Provide instruction for his or her portion of the instructional program, plus preparation and assessment time
- b) Plan and work closely together and be involved in the formal and informal diagnosis of each student's needs
- c) Share adjunct duties proportionately
- d) Be on duty for all pre-school orientation days, back-to-school and open house nights, monthly staff meetings, District-wide grade level meetings, and staff development days on the same basis as full-time employees when they are actively participating in the job share year
- e) Be responsible for IEP and related reports, testing evaluation, and all routine and special reports required.



- f) Maintain the integrity of the instructional program, job share partners, when possible, will adjust their schedule to accommodate covering for the absence or illness of their job share partner, thus eliminating the need for a substitute.
- 13.17.4 Salary and Benefits:
  - a) Salary, leave benefits and STRS contributions shall be prorated at the percentage the participant's assignment relates to a full-time position.
  - b) Participating employees may elect to divide the health and welfare District contribution in any manner they agree, and each may maintain full health and welfare benefits by paying any additional monthly premium in advance as arranged with the Business Office.
- 13.17.5 Application Procedure: Job sharers shall submit a written detailed plan to the Superintendent or designee stating in detail how the applicants will ensure close cooperation for such matters as planning, teaching, and evaluating; communicating with one another and with parents, staff, and administration; and performing adjunct duties. The application must be submitted by January 15 of the year preceding the job share, unless waived by the Superintendent.
- 13.17.6 Approval: The principal and Superintendent or designee must agree in writing to the proposed job-sharing plan. If the proposed plan is rejected, no explanation shall be required, nor shall the refusal be grievable. Upon the request of the employee, the District will give its rationale for denial of the proposal to the Federation.
- 13.17.7 Renewal: A job-sharing plan may be approved for the following year at the discretion of the site principal/supervisor and in cooperation with the participants provided that a written request to extend the job share to the next school year is submitted by January 15.
- 13.17.8 Mid-Year Termination: A job-sharing plan previously approved for the full school year may be terminated at the end of the first half of the job-share year with notice by December 15 of that year, at the District's sole and exclusive discretion, if the principal/supervisor determines that the job sharing is not in the best interest of students. Upon the written request of an employee in a shared job assignment that has been canceled pursuant to this provision, the District shall provide said employee with a written statement of the reason(s) for cancellation. An employee in a job-sharing plan that ends with a half school-year termination by the District shall be offered an appropriate full-time position.
- 13.17.9 Reinstatement to Full-Time Employment for unit members participating in a job share assignment for less than two (2) years: Unit members shall be transferred to full-time employment at the beginning of the following school

year provided they have informed the District of their desire to do so prior to January 15.

13.17.10 Reinstatement to Full-Time Employment for unit members participating in a job share assignment prior to the 2009-10 school year: Unit members with partial job share assignments may elect to return to full-time employment at the beginning of the following school year provided they have informed the District of their desire to do so prior to January 15. The District will reinstate one (1) job share unit member per year by the employee's P-1 status date. If the re employment list has been exhausted and more full-time positions are available, then the District will offer the full-time positions to the partial job share assignment employees determined first by their P-1 status date.

13.17.11 Teachers working on a part-time basis at the secondary level shall be required to attend meetings equal to the percentage of time worked. Site administration retains the authority to require part-time staff be present for the entirety of professional development days. However, part-time staff shall be compensated at the certificated hourly rate for time required to be present in excess of their pro-rated Full Time Equivalency.

#### 13.18 Catastrophic Sick Leave Program:

Preamble: The Catastrophic Sick Leave Program shall be monitored closely by both parties and evaluated annually. This evaluation shall be reported to all participants.

##### 13.18.1 Definitions:

- a) [California Education Code section 44043.5(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 take care of 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. (Note: Use of this program is limited to catastrophic illness or injury of participating employees only.)
- b) *Participant*, as used in this section, shall refer to any certificated employee of the District who elects to make contributions to the Catastrophic Leave Bank specified in the section. Participants could include any members of the teachers' bargaining unit (except non bargaining unit members), or any certificated management employee. All participants shall be bound by all requirements and regulations of this section as a condition of their participation.

13.18.2 Eligibility Requirements: Eligible leave credits may be donated to a participant for a catastrophic illness or injury if all of the following requirements are met:

- a) The participant who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides

verification of catastrophic injury or illness as required by the District. It is determined that the employee is unable to work due to employee's catastrophic illness or injury.

- b) The employee has exhausted all of his or her fully paid sick leave credits.
- c) It is verified that the participant meets all the eligibility requirements.
- d) Participation is voluntary but requires contribution to the Leave Bank. Only contributors will be permitted to withdraw days from the Leave Bank. When it is determined that the Leave Bank must be replenished, participants will be required to make proportional additional contributions to maintain their eligibility to withdraw days.

#### 13.18.3 Procedure for Donating Sick Leave Credit:

- a) Sick leave credit, which is donated for use by participants shall be held in a Catastrophic Leave Bank for use when needed.
- b) Participants may donate sick leave credits only if they have a minimum of fifteen (15) days of accumulated sick leave and may donate only days in excess of those fifteen days.
- c) All transfer of sick leave credit to the program is irrevocable.
- e) All qualified certificated employees on active duty with the District are eligible to join the Leave Bank during the open enrollment period. Such period is to be from October 1 to November 1 of each year. Contributions shall be authorized by the participant in writing.
- f) Certificated employees who elect not to join the Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
- g) Certificated employees returning from extended leave, which included the enrollment period, will be permitted to contribute within thirty (30) calendar days of their return.
- h) The initial contribution by each participant shall be three (3) days of sick leave. A participant may not contribute more days than are called for at open enrollment or replenishment time.
- i) Days shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank recipient.
- j) Potential donors who were employed in a certificated position covered by STRS prior to July 1, 1980, are advised to consider the

retirement implications of donating their unused sick leave credit for the Catastrophic Sick Leave Program.

13.18.4 Procedure for Requesting Sick Leave Credit:

- a) A participant desiring Catastrophic Sick Leave credit shall submit a request to the Certificated Personnel Office.
- b) A participant who receives sick leave credit pursuant to this section shall use any leave credits that he or she continues to accrue during the Catastrophic Leave.
- c) The maximum amount of donated sick leave credit that may be used by an individual under this section shall be 90 days for any single illness or injury.
- d) Extended Sick Leave, as defined in section 13.1.3 of the Master Contract, will not be used by the participant until such time as the Catastrophic Leave credit is exhausted.
- e) If a participant is incapacitated, requests for sick leave credits may be submitted by the participant's agent or member of the participant's family.

13.18.5 Administrative Regulations:

- a) Catastrophic leave credits shall not be used for illness or disability, which qualify the participant for Worker's Compensation benefits.
- b) Credits shall not be considered available leave for purposes of qualifying for CalSTRS Disability.
- c) All records pertaining to the Leave Bank shall be maintained by the District. Credits donated and distributed shall be filed on District forms, and shall be authorized by the Superintendent and Federation president (or their designees) before transfers are made into or out of the Leave Bank.
- d) Leave Bank will not exceed a maximum of three days per participant at any one time.
- e) The District shall issue a "Call for Replenishment" whenever the Leave Bank falls below 90 days. Participants who wish to remain eligible to withdraw will be required to contribute from one to three days to the Bank at that time.
- f) If the Leave Bank is terminated for any reason, the days remaining in the Leave Bank shall be returned to the then-current members of the Leave Bank proportionately.

- g) The District and the Federation shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denial.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

14.1 Definitions:

- 14.1.1 A *grievance* shall mean a formal written allegation by an employee regarding a violation, misapplication, or misinterpretation of a specific provision of this Agreement that adversely affects the rights of the grievant.
- 14.1.2 A *grievant* is the person or persons, including the Federation or representatives thereof, making the grievance.
- 14.1.3 A *party in interest* is any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
- 14.1.4 Where the term *school* is used, it is to include any work location or a functional division or group, in which a grievance may arise.
- 14.1.5 Where the term *principal* is used, it is to include the administrator of any work location or functional division or group.
- 14.1.6 Where the term *Superintendent* is used, it is to include the Superintendent or any designee upon whom the Superintendent has conferred authority to act in his/her place.
- 14.1.7 Where the term *teacher* is used, it is to include any member of the bargaining unit.
- 14.1.8 Where the term *Federation representative* is used, it is to include any Federation representative upon whom the president of the Federation has conferred the authority to act for the Federation.

14.2 General Application:

- 14.2.1 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Federation agree that every effort will be made by the aggrieved and the District to settle grievances at the lowest possible level.
- 14.2.2 The Federation shall have the right to present, process, or appeal a grievance at any level on its own behalf.
- 14.2.3 The teacher shall have the right to be represented by counsel or by additional persons he/she deems necessary at any step of this procedure.
- 14.2.4 If a grievance is of such clear and present nature as to require immediate action, the Federation may appeal to the Superintendent immediately.
- 14.2.5 The grievance procedure provided in this Agreement shall be supplementary to,

rather than exclusive of, any procedures or remedies afforded to any teacher by law.

- 14.2.6 No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.
- 14.2.7 The Federation shall have the right to be present at all meetings regarding a grievance regardless of the party filing the grievance unless the grievant wishes to represent himself/herself.
- 14.2.8 Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the Federation to submit an appeal at the next step of the procedure. However, time limits as specified may be extended at any time by mutual agreement in writing.
- 14.2.9 Whenever time for investigating or resolving grievances is necessary during the school day, the Federation representative will be allotted time without loss of compensation.

#### 14.3 Procedure:

- 14.3.1                      Step 1.                      Any teacher within the bargaining unit may first discuss the grievance with the principal, either alone or accompanied by the Federation representative, with the objective of solving the matter informally.
- 14.3.2                      Step 2.

In the event the matter is not resolved informally (Step 1), the grievance, stated in writing, may be submitted to the principal and the Federation representative within a reasonable time, not to exceed twenty (20) school days following the act or condition which is the basis for the grievance.

- a)                      Within five (5) school days after the receipt of the grievance, the principal shall communicate his/her decision in writing, together with supporting reasons.
- b)                      He/She shall furnish one (1) copy to the teacher and/or Federation

representative who submitted the grievance and two (2) copies to the

Federation representative.

- 14.3.3                      Step 3.                      If the grievance is not resolved satisfactorily at Step 2, the grievant and/or the Federation may appeal within five (5) school days to the Superintendent. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step 2.
- a)                      Within five (5) school days after the receipt of the appeal, the Superintendent shall hold a hearing on the grievance.
  - b)                      The grievant, the Federation representative(s) and the principal shall be given at least three (3) school days' notice of the hearing.
  - c)                      The grievant shall be present at the hearing unless there is mutual agreement that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of the Agreement between the parties thereof or of what is established policy or practice.
  - d)                      Within five (5) school days after the hearing on the appeal, the Superintendent shall communicate his/her decision, in writing, together with the supporting reasons, to all parties present at the hearing, including the grievant.
- 14.3.4                      Step 4. If the grievance is not resolved satisfactorily at Step 3, the involved parties will go within five (5) school days to a professional mediator. It is further agreed that the cost of the mediator will be shared between both parties.
- 14.3.5                      Step 5. If the grievance is not resolved satisfactorily at Step 4, the grievant may within five (5) school days request in writing that the Federation submit his/her grievance to advisory arbitration. If a question arises as to the arbitrability of the grievance, such will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits



of the grievance.

- a) Within ten (10) days after such written notice of submission to advisory arbitration, the District or its designee and the Federation or its designee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve.
- b) If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators shall be made by either party to the State Conciliation Service in accordance with its procedures. Upon receipt of the list, the parties shall determine by lot which party shall have the right to strike the first name from the list. The party having the right to remove the first name shall do so within two (2) days, and the parties shall alternately strike until one (1) name remains. The striking process shall take no more than three (3) days. The person whose name remains shall be the arbitrator.
- c) In the event the Conciliation Service cannot provide a list, either party may request a list of arbitrators from the American Arbitration Association. The parties will proceed to select the arbitrator in the manner specified above (in 14.3.5(b)).
- d) The arbitrator so selected will confer with the representatives of the District and the Federation, and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her.
- e) Neither party shall be permitted to insert in the arbitration proceedings any evidence that was not submitted to the other party in prior hearings on this grievance.
- f) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues submitted.
- g) The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to recommend an award, financial reimbursement, or other remedies, as he/she judges to be proper.
- h) The decision of the arbitrator will be submitted to the Federation and to the School Board for the Board's determination within twenty (20) days.

#### 14.3.6

The first \$750 annually for the services of the arbitrator, including but not limited to

per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne by the District. All costs of arbitration, as enumerated above, in excess of \$750 annually will be borne equally by the District and the Federation. All other costs will be borne by the party incurring them.

- 14.3.7 When it is necessary for the representative designated by the Federation to attend a grievance meeting or hearing during a work day, he/she will be released without loss of compensation. When it is necessary for a representative designated by the Federation to investigate a grievance during a work day, the cost of a substitute will be shared equally by the District and the Federation. The representative shall give forty-eight (48) hours' notice to his/her principal or immediate supervisor, whenever possible, in order to permit participation in the foregoing activities.
- 14.3.8 All documents, communications, and records dealing with the processing of the grievance will be filed in a separate grievance file and will not be kept in any personnel file. The file will be kept under the supervision of the Superintendent and be available to the Federation upon written approval of the grievant.
- 14.3.9 All forms for filing grievances, serving notices, taking appeals and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Federation so as to facilitate operation of the grievance procedure. The Federation and the Superintendent shall review these forms annually and make such improvements and changes as deemed necessary by both parties. The costs of preparing such forms shall be borne by the District.
- 14.3.10 If a grievance is not completed at the end of the school year, a timeline for solving the grievance will be arrived at by mutual agreement among the grievant, the Federation, and the District.

**ARTICLE 15**  
**RETIREMENT**

- 15.1 Benefit Provisions For Retirees: The District will pay 100% of the major medical annual premium from 55 years old until the retiree's 65<sup>th</sup> birthday. Any retiree may buy in and continue in the health coverage at his/her own expense. This agreement is effective from July 1, 1999. All retirees who retired before July 1, 1999, will maintain the same percentage level of benefits that were in effect at their retirement date.
- 15.1.1 A retiree shall receive the same dependent coverage as an active employee except if the dependent is over the age of sixty-five (65) years. All retiree dependents over the age of sixty-five (65) years who qualify, must enroll in Medicare Parts A and B in order to maintain coverage under the district health care plan.
- 15.1.2 The employee has completed a minimum of ten (10) years of full-time service (or the equivalent thereof) as a Certificated Employee.
- 15.2 Part-Time Employment with Full Retirement Credit (Reduced Workload Program): The Education Code Sections 22724, 44922, 87483, and 89516 are incorporated into this Agreement and supplemented as follows:
- a) The employee must have reached the age of 55 prior to reduction of workload.
  - b) The employee must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
  - c) The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee. The District and the employee must agree on his/her job description, duties, hours, the location or locations at which he/she is required to perform his/her services, and the duration of his/her participation in the program.
  - d) The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
  - e) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position. This minimum may

be fulfilled by an eligible employee working a full-day assignment for one-half the work year. For example, if the teacher work year is 184 days, the eligible employee could fulfill the minimum by working one-half of each day or by working 92 full days.

- f) This option is limited to kindergarten through grade 12 certificated employees who do not hold positions with salaries greater than that of a school principal.
- g) An employee participating in this program shall receive the credit under STRS he/she should receive if he/she were employed on a full-time basis and have his/her retirement allowance, as well as any other benefits he/she is entitled to under Chapter 4 of Division 10 of the Education Code of the State of California, based upon the salary that he/she would have received if employed on a full-time basis, and both said employee and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if said employee were employed on a full-time basis.
- h) A teacher in the Reduced Workload Program may remain therein for a period of five years or to the end of the fiscal year in which he/she attains age 65, whichever comes first, at which time the teacher shall retire.
- i) The District shall determine the number of employees who may enter the program in any year. Should applications exceed positions available, seniority in District service shall be the determining factor.
- j) Any modification in the level of part-time service of an employee who has entered into this program or any return to full-time service shall be permitted only with the mutual consent of the District and the employee. It is the intent of this program to provide options for employees for part-time employment to phase in their retirement program. Thus, return to full-time service of any employee who has entered into this program is not contemplated by the District.

### 15.3 Early Retirement/ Incentive Program:

- a) If the District determines a need exists for special projects, it will publish a request for proposals (RFP). A retiring teacher may also make an unsolicited proposal. Employees may apply, and if selected, will be assigned to the project upon retirement. The selection or non-selection of an employee is the decision of the District. Reasons for rejection of a proposal will be given to the applicant in writing. The selection or non-selection of a proposal is non-grievable under the contract.
- b) The District and Federation will monitor and consider state or STRS programs related to early retirement.

**ARTICLE 16**  
**FEDERATION -ADMINISTRATION ARTICULATION**

- 16.1 There shall be regular articulation between representatives of the Federation and the District regarding the implementation of this contract.
- 16.2 Whenever representatives of the Federation are scheduled by the School Board, its agents, or the Public Employment Relations Board to participate during working hours, in conferences, hearings, meetings, or in negotiations respecting the collective bargaining contract, they shall be granted the necessary time and shall suffer no loss of compensation.

**ARTICLE 17**  
**SAVINGS CLAUSE**

- 17.1 In the event any provision of this contract is or shall be determined to be contrary to existing law by the Public Employment Relations Board or by a court of competent jurisdiction, all other provisions of this contract shall continue in effect.
- 17.2 The Federation and the District shall meet to negotiate said contrary provision within fifteen (15) days.

**ARTICLE 18**  
**ORGANIZATIONAL SECURITY**

**18.1 Dues Deductions:**

Any unit member who is a member of the Federation or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments to the Federation. Pursuant to such authorization, the District shall make appropriate deductions from the regular salary checks of the unit member each month of the unit member's individual contract of employment. The submission of new, changed or discontinued deductions by the Federation on or before the 10<sup>th</sup> day of each month will go into effect with the subsequent paycheck.

**18.2 Fees and Dues Remitted to the Federation:**

With respect to all sums deducted by the District, pursuant to paragraph 18.1 above, for membership dues, the District agrees promptly to remit such monies to the Federation accompanied by an alphabetical list of unit members for whom such deductions have been made, percentage of employment if less than full time, and changes in personnel from the list previously furnished.

**18.3 Federation Duty to Provide Information.** The Federation agrees to furnish any information needed by the District to fulfill the provisions of this Article.

**18.4 Other Deductions From Pay.** Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District to a reasonable maximum.

**18.5** The Federation agrees to hold the District harmless in the implementation of this article.

**18.6 Service Fee:**

18.6.1 Any certificated member who is not a member of the Federation, or who does not make application for membership within thirty (30) days of the effective date of this section or within thirty (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.

18.6.2 The obligation to pay a service fee may be met by a monthly deduction from 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 18.6.6 through 18.6.9.

18.6.3 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 County Superintendent of Schools and supply the County with proof of notice to the unit member. Upon receipt of such notice and proof the County shall withhold the service fee from the unit member's salary and submit such fee to the Federation

18.6.4 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.

18.6.5 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 (PERB).

18.6.6 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 any charitable organization with a 502©(3) status that supports public education or the following organizations:

Ojai Education Foundation Food  
for Thought  
Ojai Youth Foundation

18.6.7 A certificated employee paying an amount equal to the service fee to one 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 County shall implement the provisions of Article 18.6.3 above.

18.6.8 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 Article 18.6.6, 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 may charge the certificated member for the reasonable cost of using such a procedure.

18.6.9 The Federation agrees that it will indemnify and hold harmless the District from attorneys' 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 hereunder. The District will notify the Federation in writing of any matter within seven (7) days of service thereof upon the County. The Federation may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter.

18.6.10 Remittance of Fund

18.6.10.1 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 County shall not be responsible for delays beyond its control.

18.6.10.2 The County will provide the Federation with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.



- 18.6.11 Maintenance of Dues Check-Off: Any employee who is paying dues may stop making those payments by giving written notice to the Federation 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 the Federation, 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 Federation.

# Ojai Unified School District

## Certificated Salary Schedule

2023-24

	Column I	Column II	Column III	Column IV	Column V	10% of Column V	15% of Column V
	BA Degree	BA Degree 15 Sem or 23 qtr	BA Degree 30 Sem or 45 qtr	BA Degree 45 Sem or 68 qtr or MA	BA Degree 60 Sem or 90 qtr including MA	Counselors	License Speech Pathologists
Step 1	\$49,390	\$49,390	\$49,390	\$49,390	\$50,871	\$55,958	\$58,502
Step 2	\$49,390	\$49,390	\$49,390	\$51,242	\$53,160	\$58,476	\$61,135
Step 3	\$49,390	\$49,390	\$51,020	\$53,164	\$55,552	\$61,108	\$63,885
Step 4	\$49,390	\$49,390	\$52,704	\$55,157	\$58,053	\$63,858	\$66,761
Step 5	\$49,390	\$51,020	\$54,444	\$57,226	\$60,665	\$66,732	\$69,765
Step 6	\$49,390	\$52,704	\$56,240	\$59,371	\$63,395	\$69,734	\$72,904
Step 7		\$54,444	\$58,097	\$61,597	\$66,247	\$72,872	\$76,184
Step 8		\$56,240	\$60,014	\$63,907	\$69,228	\$76,151	\$79,613
Step 9			\$61,995	\$66,303	\$72,343	\$79,578	\$83,195
Step 10			\$64,041	\$68,789	\$75,599	\$83,159	\$86,939
Step 11			\$66,154	\$71,369	\$79,001	\$86,901	\$90,851
Step 12				\$74,045	\$82,556	\$90,812	\$94,940
Step 13					\$86,271	\$94,898	\$99,212

Hourly Rate	\$35.75
Additional Stipend	
Doctorate	\$2,000
National Board	\$1,000

Longevity Increment - Based on years of service with Ojai Unified School District							
Year 16 (2%)	\$50,377	\$57,365	\$67,477	\$75,527	\$87,997	\$96,797	\$101,196
Year 20 (4%)	\$51,365	\$58,490	\$68,800	\$77,006	\$89,722	\$98,694	\$103,180
Year 25 (6%)	\$52,353	\$59,614	\$70,123	\$78,487	\$91,447	\$100,592	\$105,164
Year 30 (8%)	\$53,341	\$60,739	\$71,447	\$79,968	\$93,173	\$102,490	\$107,149



# *Ojai Unified School District* Certificated Stipend Schedule 2023-24

4% Increase Effective: 7/1/2023

Board Approved: 6/26/2023

	Column A	Column B		STIPEND POSITIONS	PAYMENT SCHEDULE
Step 1	2,664	3,363			
Step 2	2,756	3,506			
Step 3	2,857	3,633		<u>25% of Column A</u>	
Step 4	2,960	3,764		Continuation High School Activities Director	Conclusion of Semester
Step 5	3,065	3,895		Continuation High School Yearbook Advisor	Conclusion of Semester
Step 6	3,178	4,041		<u>50% of Column A</u>	
Step 7	3,290	4,182		Elementary Grade Level Coordinators	Conclusion of Trimester
Step 8	3,408	4,333		High School Class Advisors	Conclusion of Semester
Step 9	3,532	4,492		Junior High School Department Chairs	Conclusion of Semester
Step 10	3,660	4,650			
Step 11	3,788	4,816		<u>100% of Column A</u>	
Step 12	3,928	4,990		Junior High Team Leader	Conclusion of Semester
Step 13	4,071	5,173		Assistant High School Band Director	Conclusion of Semester
				All High School Assistant Coaches	Conclusion of Sport *
<b>Longevity</b>					
			<b>Add'l % based on Step 13</b>		
Years 16-19	4,152	5,276	2%	<u>50% of Column B</u>	
Years 20-24	4,234	5,380	4%	High School Academic Team Advisor	Conclusion of Semester
Years 25-29	4,315	5,483	6%	High School Department Chairs	Conclusion of Semester
Years 30 +	4,397	5,587	8%	High School Drama Director (per play)	Conclusion of Activity
				High School Equipment Manager	Conclusion of Semester
				High School Flag Team Advisor	Conclusion of Semester
				High School Journalism Advisor	Conclusion of Semester
				High School Yearbook Advisor	Conclusion of Semester
				All Junior High Head Coaches	Conclusion of Sport *
				Junior High Athletic Director	Conclusion of Semester
				Junior High Spirit Team Advisor	Conclusion of Semester
				Junior High Band Director	Conclusion of Semester
				<u>100% of Column B</u>	
				High School Activities Director	Conclusion of Semester
				High School Athletic Director	Conclusion of Semester
				High School Band Director	Conclusion of Semester
				High School Choir Director	Conclusion of Semester
				High School Spirit Team Advisor	Conclusion of Semester
				All High School Head Coaches	Conclusion of Sport *

Step placement shall be determined by years of service in each sport or activity in the OUSD. Additional credit may be granted at the discretion of the Superintendent.

\*Activity conclusion defined by end of sport season or event.

Fall Sport - Dec 10 payment

Winter Sport - Mar 10 payment

Spring Sport - June 10 payment

**OJAI UNIFIED SCHOOL DISTRICT**  
**OJAI PEER ASSISTANCE AND REVIEW PROGRAM (OPAR)**

A. Preamble:

The Ojai Unified School District and the Ojai Federation of Teachers strive to provide the highest quality of education to the students of the Ojai Unified School District. Both parties agree that optimum student performance requires fully qualified teachers in every classroom. In order for students to succeed at learning, teachers need to succeed in teaching. Both parties agree that all teachers must focus on continuous improvement in their professional practice. Therefore, both parties agree to collaboratively design and implement a professional development program based on the California Standards for the Teaching Profession to improve the quality of instruction through expanded and improved professional growth, peer assistance and professional accountability.

B. Ojai Peer Assistance and Review Joint Committee (OPARJC):

1. The OPARJC will consist of seven (7) members. Members of the OPARJC will include four (4) tenured certificated teachers selected by the Federation, one (1) high school, one (1) junior high school, one (1) elementary, one (1) OFT Board member, the Superintendent or designee, and two (2) administrators selected by the District. The OPARJC will establish the operational procedures of the committee, including the method of selection of a chairperson. Term of service shall be two years. The numerical make-up of the OPARJC will be revisited at the end of the first year. The OPARJC shall have the option of extending the term of service of half of the members for an additional year to provide continuity.
2. The OPARJC will establish the meeting schedule. To hold meetings no more than one member of either group may be absent. Such meetings may take place during the regular workday, in which event teachers who are members of the OPARJC will be released from their regular duties without loss of pay.
3. The OPARJC will be responsible for the following:
  - a) Adopting program protocols/procedures.
  - b) Overseeing and annually evaluating the OPAR program.
  - c) Establishing the need for PAR services for teachers and the District, and establishing clear priorities for participation.
  - d) Submitting written notification of participation in the OPAR program to the Participating Teachers (PT), the Consulting Teachers (CT), and the site principals.
  - e) Selecting CTs. Guidelines for CTs will be developed by OPARJC.
  - f) Evaluating the CTs' responsibilities and roles for maximum benefit.
  - g) Providing training for Committee Members and CTs.

- h) Assigning CTs to PTs. Describing, facilitating, and communicating the selection and matching process of CT and PT. PTs will have the right to meet with the OPARJC to discuss the assignment of the CT.
  - i) Reviewing CTs' final reports.
  - j) Determining when a Joint Committee Member should not participate in making a decision because he/she has a disqualifying interest in it. The determination must be accompanied by disclosure of the disqualifying interest.
  - k) Forwarding to the School Board, as recommendations for termination, the names and supporting documentation of the PTs with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement.
  - l) Selecting trainers and providing training programs (including, but not limited to BTSA), for the CT and the PT.
  - m) Administering the budget available to the program.
4. Program protocol/procedures adopted by consensus or majority vote of the OPARJC will be consistent with the provision of the law, OFT Agreement, and Board policy. OPARJC will submit the program protocol/procedures to the District and the OFT for review and approval.
5. It is intended that all documentation and information related to the participation in the OPARJC program be regarded as a personnel matter. As such, both are subject to the personnel record exemption in Government Code 6250 et seq. and the Agreement, Article 11.
- C. Participating Teachers (PT): A PT is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are two categories of PTs.
- 1. Referred Participating Teacher (RPT): Tenured teacher who has been referred to the Peer Assistance and Review Program for support because of an unsatisfactory evaluation as defined in C.1.a.
    - a) Permanent teachers who exhibit serious job-related deficiencies, determined by the administrator on the Certificated Evaluation Instrument Summary will be required to participate in the OPAR program. All evaluation during the RPT's participation in the OPAR program will be carried out by the CT. Progress on the OPAR Action Plan will be monitored by the administrator and the OPARJC.
    - b) The purpose of participation in the OPAR program is to help correct job-related deficiencies to assist the teacher in improving performance, and to evaluate the teacher's progress toward the

correction of the deficiencies. Refer to OPAR Program Handbook for procedures.

- c) The decision of the principal to refer a permanent unit member to the OPAR program will not be subject to the grievance procedure presented in Article 14 of the OFT master contract.
- d) Upon referral, the RPT will have the opportunity to appear before OPARJC.
- e) The RPT will continue participating in the OPAR program until OPARJC determines the teacher is no longer benefiting from participation in the program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District.
- f) A final report will be submitted by the CT to the OPARJC and the principal.
- g) The RPT will have the right to submit a written response and or request a meeting with OPARJC and will have the right to representation concerning the CT's final report.
- h) The RPT will have the right to representation per Article 5 of the OFT master contract.
- i) The OPARJC will forward recommendations for dismissal of the RPT to the School Board of Education.
- j) The results of the referred RPT's participation in the OPAR program shall be used in the evaluation of the teacher pursuant to Education Code Section 44660 and 44662(d) et seq.
- k) The RPT will submit feedback on the OPAR program to OPARJC.

2. Volunteer Participating Teacher (VPT): Tenured teacher who voluntarily requests the services of Peer Assistance and Review program to improve in a focused, self-selected area of professional growth based on the California Standards for the Teaching Profession.

- a) A permanent unit member who seeks teaching performance improvement may request the OPARJC to assign a CT to provide peer assistance.
- b) The purpose of such participation is to provide peer assistance, and as such will play no role in the evaluation of the VPT.
- c) The VPT may terminate his/her participation in the OPAR program at any time with a written reason.

- d) Unless requested by the VPT, information obtained by the CT while providing assistance cannot be utilized in the evaluation process and/or as a basis for mandatory participation in the OPAR program.
- e) The VPT will submit feedback on the OPAR program to OPARJC.

D. Consulting Teachers (CT):

1. A CT is a permanent unit member who provides assistance to a PT pursuant to the OPAR program. CTs will possess the following qualifications:
  - a) Currently a teacher in the District with at least five (5) years of permanent teaching status.
  - b) Demonstrated exemplary teaching ability in accordance with the California Standards for the Teaching Profession.
  - c) Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
  - d) Demonstrated leadership ability.
  - e) Demonstrated interpersonal skills.
  - f) Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
  - g) Demonstrated commitment to their own professional growth and learning.
  - h) Willingness to engage in a formative (ongoing) assessment process.
  - i) Ability to communicate effectively both orally and in writing.
  - j) Ability to work within established timelines.
2. CTs will be trained to offer both peer assistance and to understand the specific functions of the OPAR program.
3. CTs provide assistance to PTs in improving instructional performance in the areas of subject matter knowledge, teaching strategies, classroom management, or teaching methods and instruction and other areas as defined by the California Standards For The Teaching Profession. Duties will typically include:
  - a) Setting and discussing performance goals with the BPT and RPT and the principal in accordance with Education Code 44664(a). The CT's role is to help the RPT and BPT improve in the areas the principal has identified, if applicable.

- b) Observing the Participating Teacher several times during periods of classroom instruction.
- c) Meeting and consulting with the principal or designee of a PT, if applicable.
- d) Demonstrating good teaching practices to the PT.
- e) Using District resources to assist the PT.
- f) Monitoring the progress of the RPT and maintaining a written record. On a timeline determined by the OPARJC, the CT shall complete a written report documenting the teacher's participation in the program consisting of:
  - 1) A description of the assistance provided to the RPT
  - 2) A description of the results of the assistance in the targeted areas.
  - 3) A recommendation as to whether the RPT will or will not benefit from further participation in the program.

This report shall be submitted to the OPARJC with copies also submitted to the RPT and the principal by April 15.

- g) Monitoring the progress of the PT and maintaining a written record. On a timeline determined by the OPARJC, the CT shall complete a written report to the OPARJC of the teacher's participation in the Program consisting of a description of the assistance provided to the PT.
- h) Making status reports to the OPARJC and the principal concerning an RPT's progress.
- i) Establishing a cooperative relationship with the evaluating principal and coordinating the assistance provided to the PT.
- j) Providing other services as directed by the OPARJC.
- k) Providing Subject Specialists (SSs), if necessary, with the approval of the OPARJC chairperson or designee, to support PTs in content areas or grade levels. SSs will be selected by the consulting teacher based on experience, willingness, and content expertise. Each SS will receive a stipend as determined by the OPARJC for sharing content subject area, course, or grade level expertise and materials. Stipends will be paid once in June at the completion of the assignment.



4. In order to fill a position of CT, a notice of vacancy will be posted at all sites and in the District Office.
5. CTs will be selected by consensus of the OPARJC. Wherever practicable, the CT will be chosen by June 30.
6. CTs will have a caseload determined by a ratio of CTs to PTs. PTs include BPTs, RPTs, and VPTs. This ratio is dependent on the amount of intervention time required, as determined by the OPARJC and CTs.
7. The OPARJC may remove a CT from the position at any time because of the specific needs of the OPAR Program, inadequate performance of the CT or other just cause. If the OPARJC determines that a CT is to be removed, then the CT will be provided a written statement of the reasons for the removal. At the request of the CT the OPARJC will meet with him/her to discuss the reasons.
8. In addition to regular salary:
  - a) A CT will receive a stipend or release time as determined by the OPARJC for additional responsibilities during the regular work year.
  - b) In the event that a CT is required to work with a PT prior to or after the regular work year, the CT will be paid the hourly rate stated in the current certificated salary schedule. All such time shall be pre approved by the OPARJC chairperson or designee.
9. Upon completion of his/her service as a CT, a teacher will have the right to return to his/her previous employment equivalency. CTs will be guaranteed a teaching position for which they are credentialed or legally authorized. Every effort will be made to return the CT to his/her previous assignment.
10. At the written request of the PT or the CT, the OPARJC may assign a different CT to work with the PT at any time during the year.
11. Other Provisions:
  - a) Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
  - b) Unit members who perform functions as CTs or OPARJC members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code