CONTRACT

BETWEEN

THE

OXNARD SCHOOL DISTRICT

AND

THE

OXNARD EDUCATORS ASSOCIATION

CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

2020-2021
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ARTICLE I: AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Oxnard School District ("District") and the Oxnard Educators Association/California Teachers Association/National Education Association ("Association"), an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

3. This Agreement shall remain in full force and effect through June 30, 2021.

Printed: OCTOBER 2021 (includes 06.02.2021 revisions)
ARTICLE II: RECOGNITION

1. The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the Board per its Resolution dated May 12, 1976.

2. The unit is composed of the certificated employees as reflected in the public records of the District; the appropriate unit shall INCLUDE but not be limited to the following major groupings of jobs:
   - Classroom Teachers and Special Education Teachers

3. The unit EXCLUDES those positions which can lawfully be declared management, confidential, supervisory, and those presently represented by the Oxnard Supportive Services Association.
ARTICLE III: ORGANIZATIONAL RIGHTS AND PRIVILEGES

Rights of Access, Communication, and Use of Facilities

1. The Association shall have the right of access to areas in which employees work, the right to use bulletin boards, mailboxes, and other means of communication, and the right to use District facilities for the purpose of Association-called meetings.

   a. Communication The Association shall be entitled to post notices of Association concern on a staff bulletin board in an area frequented by unit members in each school complex. An Association representative shall be responsible for intra-school distribution of said communications. A copy of general distribution Association material shall be sent to the principal or designee at time of posting or delivery. The Association's mail will be delivered unopened and without undue delay.

   b. Use of Facilities The Association may use school facilities for meetings when involved unit members are not on duty, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or the buildings are otherwise unavailable for use.

   c. The employer shall provide the Association with names and work locations of all bargaining unit personnel no later than August 15 of each school year and of all bargaining unit personnel employed after August 15 of each year within thirty (30) days of employment.

   d. The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. District administration will excuse themselves during the Association time.

2. In addition, upon request, the District shall provide the Association with materials necessary for the Association to fulfill its role as exclusive bargaining representative.
ARTICLE IV: DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct and supervise the work of its employees; determine the days, times, and hours of operation; and the methods and means of providing them; establish its educational policies, methods of instruction, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; evaluate instructional programs; build, move, or modify facilities; establish budgets and budget procedures and determine budgetary allocations; determine the methods and amount of revenue to be raised, lawfully contract out work (subject however to prior negotiations with the Association if bargaining unit work or members are affected; provided further that the District may continue to contract for the types of services currently provided on such basis); and take action on any matter in the event of an emergency; i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis. In addition, the District retains the right to hire, classify, assign, evaluate, supervise, promote, terminate, and discipline employees.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3. The District retains its right to amend, modify, or rescind policies and practices referred to in this agreement in cases of emergency, limited, however, to the duration of the emergency.
ARTICLE V:  DISTRICT/ASSOCIATION GOALS

1. The District and Association acknowledge that it is in their mutual interest to work collaboratively in implementing educational programs, projects, instructional improvement grants and educational initiatives in order to improve the instructional services and student performance in the Oxnard School District.

2. The District further acknowledges that the effectiveness of implementing new programs, projects, instructional improvement grants and educational initiatives is in large part dependent on an understanding of their respective goals and objectives and the input of the teaching staff at the site level.

3. In the spirit of cooperation and so as to give true meaning to the shared vision, it is the intention of both the District and Association to share information about, discuss the benefits of, and provide an explanation of the elements of programs, projects, instructional improvement grants and educational initiatives under consideration, in advance of adoption and/or implementation.

4. To the extent permitted by law and to the extent permitted by the requirements of a particular grant application, the District and the Association shall form a committee for the purpose of collaborating on the development of school instructional improvement grants that will require a variance. This committee shall consist of an equal number of District appointees and Association appointees, as well as others required by law and the application process.

5. The District and the Association recognize the value and importance of the Association and the unit members participating in the strategic planning process of the District. This process results in the Board adopting a strategic plan that includes both goals and objectives for the District as a whole. The District commits to including the Association (and its bargaining unit members) as one of the equal stakeholders in this very important process.

6. This Article shall in no way alter, limit the scope of, or abrogate or otherwise modify the District’s Rights as defined in Article IV of this Agreement.

Article V: District/Association Goals
ARTICLE VI: LEAVES OF ABSENCE

GENERAL LEAVE

1. Purpose
The Board may grant an unpaid leave of absence for the following purposes:

   Health  An application for leave of absence for reasons of personal health in excess of time for which sick leave benefits are due shall be supported by a written recommendation of a licensed physician or health practitioner.

   Study  An application for leave of absence for professional study shall be supported by a written statement indicating what and where study is to be undertaken.

   Travel  A leave of absence for the purpose of educational travel is predicated on absence from the District for a majority of the time covered by the application for leave. Such application must be supported by a written statement giving the itinerary of the trip and identifying its educational value to the teaching assignment.

   Home Responsibilities  A leave for this purpose may be granted to care for a unit member’s preschool child or immediate family member whose health may require temporary full-time attention.

   Acceptance of Honor  A leave for the purpose of accepting an honor or to pursue an educational opportunity such as the Teacher Exchange Program, Fulbright Scholarship, Peace Corps Service, VISTA, or to accompany a spouse transferred to another area, for up to two years.

2. Conditions
A general leave may be granted only under the following conditions:

   Term  The term of a general leave shall not be for more than one year, except in cases outlined in Section 1, Acceptance of Honor.

   Application  Application for general leave shall be submitted not less than sixty (60) calendar days prior to the commencement date of the leave.

   Salary  When granted, general leaves shall be without pay. The employee shall not lose placement, employment status, or benefits due to the leave of absence.

   Placement Upon Return  An employee on general leave shall discuss return and placement with the Assistant Superintendent of Human
Resources and Support Services on or about May 1 of the year preceding
the return. Assignment upon return from leave shall be in accordance with
applicable transfer provisions.

**RETURN FROM LEAVE**

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

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

**SICK LEAVE**

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

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

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

   c. After all earned leave, as set forth above, is exhausted,
      additional non-accumulated leave shall be available for a
      period not to exceed five (5) school months. The amount
      deducted for leave purposes from the bargaining unit
      member’s salary shall be the amount listed on
      the Substitute Teacher Salary schedule for regular or
long term substitutes or, if no substitute is employed, the amount which would have been paid to a substitute per the substitute teacher salary schedule. The benefit provided by this paragraph is available one time only during any school year, any unused leave under this section shall not accumulate from year to year.

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

   a. Death or serious illness of a member of his/her immediate family, another relative, or of a close personal friend.

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

   c. Appearance in court as a litigant, as a witness, or other absence required under official government order or direction.

   d. Professional improvement such as registration for courses in recognized educational institutions, the taking of graduate or other examinations or tests that could not be taken at other times. This provision does not include attendance at classes or lectures that are available at other times that would not conflict with the unit member’s obligations to the District.

   e. Business transactions of an urgent nature. Such transactions must require the presence of the unit member and the unit member must furnish evidence or certify that the transactions could not be dealt with during off-duty hours.

   f. Individual or family responsibilities. Absence of this type would include but not be limited to: illness of the immediate family.

   Problems related to property, graduations, and weddings involving self or immediate family, necessary appearances of self or member of immediate family in court or other governmental agency but not under court order or official government order or direction.
Article VI: Leaves of Absence

g. Acceptance of an honor such as a diploma, a degree, or special award from a recognized educational institution, governmental agency or generally recognized community organization.

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

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

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

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

PREGNANCY DISABILITY LEAVE (PDL)

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

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

This clause shall entitle the affected bargaining unit member to thirty (30) working days of pregnancy disability leave, provided such leave is contiguous to the beginning of the disability and to childbirth.
3. Bargaining unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and differential pay sick leave and Parental Leave has been exhausted (Federal Family Leave Act, California Family Rights Act and Government Code Section 12945). The date on which the bargaining unit member shall resume duties shall be determined by the bargaining unit member on leave and the bargaining unit member’s physician; provided, however, that the District management may require a verification of the extent of disability.

**SICK LEAVE USE FOR ADOPTION/PATERNITY/FOSTER CARE**

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

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

**PARENTAL LEAVE**

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

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

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

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

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

**LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION, ADOPTION AND CHILD-REARING**

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

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

3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or the Superintendent's designee.
4. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on the last working day in the school year in which such leave is granted. An extension of leave may be granted by the Superintendent or the Superintendent’s designee not to exceed an additional twelve (12) months.

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

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

**BEREAVEMENT LEAVE**

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

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

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

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

**INDUSTRIAL ACCIDENT LEAVE**

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

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

1. **Definition** The District may grant a leave of absence for a serious illness or accident or major surgery of a member of the unit member’s immediate family or household. This provision is not cumulative from year to year, but is available in the event of each serious illness or accident or major surgery in the unit member’s household. This provision applies only to those situations that mandate the presence of the unit member with the ill or injured member of the family and is intended to supplement personal necessity leave.

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

FAMILY CARE AND MEDICAL LEAVE

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

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

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

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

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

5. **Coordination of Benefits** Unit members will be required to use all accrued paid vacation, other accrued time off, and any other paid or unpaid time off provided for under this agreement such as personal leave, five month differential pay, immediate family accident/illness leave and family care leave concurrently with leaves taken for the birth or adoption of a child, foster care placement, or to care for an ill family member. Leave for which the employee is eligible under Government Code section 12945 shall not count against, but shall be in addition to, family care leave. However, a unit member may not be required to use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the unit member and the District. Unit members who take leaves for their own serious health condition will be required to use accrued sick leave in addition to accrued paid vacation, and all other paid or unpaid leaves provided for in this agreement.

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

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

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

As a condition of a unit member's return from leave taken because of his/her own serious health condition, the District may require the unit

*Article VI: Leaves of Absence*
member to obtain certification from his/her health care provider that the unit member is able to resume work.

**CATASTROPHIC SICK LEAVE BANK**

1. The intent of the Catastrophic Leave Bank is to provide bargaining unit members economic relief for devastating personal health circumstances. Catastrophic Leave may not be used for:
   a. Elective Surgery
   b. Personal Necessity Leave
   c. Normal Pregnancy
   d. Substance Abuse Rehabilitation
   e. Bereavement
   f. Due to the nature of diagnosis for stress and other psychological illnesses, such illnesses shall not qualify for catastrophic leave unless they involve extended hospitalization.

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

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

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

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

**Eligibility and Contributions**

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

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

3. Contributions shall be made during the enrollment period between July and the last duty day in October of each school year. Bargaining unit members returning from extended leave which included the enrollment period are also eligible to contribute to the Bank.

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period and new hires, will be permitted to contribute within 30 calendar days of beginning work.

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

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

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

Withdrawal from the Bank

1. Catastrophic Leave Bank participants who have exhausted all sick leave and other forms of paid leave may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a bargaining unit member for over ten (10) consecutive duty days, or that incapacitates a member of the bargaining unit member’s family, and which requires the employee to take time off from work to care for that family member, as defined in Education Code 44043.5(1). This definition does not include worker’s compensation related injuries or illnesses.
2. Bargaining unit members must use all forms of paid leave available to them, including differential leave as defined in Article VI, Sick Leave, 1.c, before eligible for a withdrawal from the Bank. Approved withdrawals shall become effective immediately upon the exhaustion of the bargaining unit member's available leave.

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

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

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

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

7. If the request is denied, the bargaining unit member making the request shall be notified in writing of the denial. The bargaining unit member may appeal the denial to a review committee consisting of one (1) District representative and two (2) Association representatives. The designated review committee must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the review committee shall be reported in writing to the

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bargaining unit member within ten (10) duty days. This decision shall be final and not subject to the grievance process of the Agreement.

**Administration of the Bank**

1. Human Resources and Support Services shall have the responsibility of maintaining the records of the Catastrophic Leave Bank.
2. Human Resources and Support Services shall provide application forms for contributions to bargaining unit members annually.
3. By November 30 of each school year, District representatives shall provide the Association with the total available number of accumulated days contributed by bargaining unit members for the current year and the names of participating bargaining unit members.
4. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

**MILITARY LEAVE**

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

**SABBATICAL LEAVES OF ABSENCE FOR UNIT MEMBERS**

1. Sabbatical leave is defined as any definite plan whereby a unit member may be granted leave of absence covering a stipulated period of time of a school year, such leave to be used for professional improvement, and including payment of partial or full salary for such leave.
   
   Sabbatical leave is not granted as a reward for service or work already performed, but rather as an opportunity to prepare for improved service in the schools of the Oxnard School District.
   
   The goals or reasons for granting sabbatical leave are summarized as follows:
   
   a. Improved professional service
   b. Broader professional view
   c. Higher scholarship and culture
   d. Inspiration to other unit members
   e. Help to the school system in attracting competent new personnel.

2. Definition A sabbatical leave is a leave granted to a unit member for one of the following reasons:
   
   a. Professional Study A sabbatical leave for professional study is one during which the unit member is enrolled in a program of full-time study in an accredited institution of higher
learning. Courses must, in the judgment of the sabbatical leave committee, relate to the present or prospective service of the unit member.

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

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

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

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

   Successful applicants must fulfill all terms of the leave agreement granted to them and render two full school years of service to the District upon return from leave, except as death or physical or mental disability or circumstances beyond the control of the employee may intervene.
4. **Length of Leave** A sabbatical leave may be granted for a college quarter; semester; two or more consecutive quarters; or two semesters in the same school year.

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

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

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

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

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

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

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

   a. The Superintendent's designated representative who will serve as chairman.
   b. The Assistant Superintendent of Human Resources and Support Services.
   c. Two unit members selected by the Association.

   The committee will make recommendations to the Superintendent for the granting of leave in an order based upon the committee's priority of all leave applications. If the committee recommends that certain sabbatical leave

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proposals do not meet the criteria or do not show merit, it
shall so state in its report to the Superintendent.
The report and recommendations of the committee shall be
filed with the Superintendent in writing no later than May 1.
9. Report to Board  In May the Superintendent shall report to the
Board of Trustees all requests for sabbatical leave and the
recommendations of the Sabbatical Leave Committee and his/her
recommendations concerning the leave.
10. Compensation  The unit member on sabbatical leave may elect to
receive his/her compensation in accordance with any of the options
provided by the business office after furnishing a suitable bond indemnifying
the District against loss in the event the unit member fails to render at least
two years of service in the District following his/her return from leave. Such
bond will be exonerated in the event of failure to return and render such two
years of service caused by death, physical or mental disablement of the unit
member, or circumstances beyond the control of the unit member.

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

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

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

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

Credit for advancement in class on the District salary schedule can
be achieved only through the acquisition of upper division or graduate work
taken through an accredited institution of higher learning.
11. Additional Compensation  Additional compensation is compensation
services or employment during the period of sabbatical leave other than
compensation granted by the Oxnard School District. Additional
compensation received by the unit member in excess of the difference

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

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

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

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

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

**PERSONAL LEAVE**

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

**Court Appearance Leave/Jury Duty Leave**

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

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

A unit member may retain all money paid to him/her for mileage and expenses but jury or witness fees paid to him/her by the court must be turned in to the District.
Upon return from court leave, the unit member is responsible for reporting to the District business office and making payment for fees collected. A unit member who appears for jury duty or witness service during regularly scheduled off-duty time may retain fees and other allowances.

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

**EMERGENCY LEAVE DUE TO NATURAL DISASTERS**

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

**GROWTH LEAVE**

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

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

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

4. **Compensation** The unit member on leave will be paid the difference between his/her annual salary and the salary at Class C, Step 5. The unit member may continue fringe benefit coverage at his/her own expense. The unit member must post a bond to assure service of at least one year.

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following return from the leave. The amount of the bond shall equal the
difference between the unit member's salary and Class C, Step 5 salary.
The year on leave does not count toward salary schedule advancement.
5. Length of Leave Normally such leaves shall be for one complete
year. Applications for less than one year will be granted only if the unit
member's program has special merit.
6. Outside Employment The purpose of the leave is to refresh one's
perceptions and enhance growth; it is not encouraged to engage in
employment. Outside employment, therefore, is permitted only if it is
incidental to the leave and necessary for support or if it is approved as part
of the unit member's application and program. Under no circumstances
may the unit member engage in classroom teaching of one-half (1/2) time
or more.

LEAVES FOR BILINGUAL TEACHERS

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

With reference to the above considerations, the parties hereby agree as
follows:
1. Subject to the terms, conditions, and limitations outlined below,
teachers with a bilingual certificate or credential shall be allowed to transfer
to an English-only classroom for a period of one school year and, thereafter,
to return to a bilingual classroom.
2. In order to be eligible for such transfer, the teacher must:
   a. Possess a current bilingual credential or certificate.
   b. Have completed five (5) consecutive years of credited
      service in a full-time assignment to an Oxnard School District
      bilingual classroom; such years must be actual years of
      credited service -- a year's leave of absence will not count.
   c. Submit a written request for one year transfer to English-only
      classroom by March 15 of the year preceding the school
      year for which transfer is requested.
3. For eligible teachers as described above, the leave or leaves shall
   be granted for not to exceed three percent (3%) of the total number of

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teachers with bilingual credentials or certificates assigned to bilingual classrooms as of March 15 preceding the start of the new school year; by way of example, on March 15, 1993 sixty-two teachers with bilingual credentials were assigned to bilingual classes; three percent of sixty-two equals 1.86; rounded off to the nearest whole number, this would allow two teachers with bilingual credentials to be assigned to English-only classrooms for the 1993-94 school year. If the number of eligible teachers applying exceeds the three percent cap, such teachers will be ranked in descending order by total number of consecutive years of full-time credited service in Oxnard School District bilingual classrooms. Ties will be broken on the basis of District seniority. Ranking will be used as a basis to award the transfers up to the three percent cap; the teacher with the greatest number of total consecutive years being awarded the transfer and similarly with the next teachers in descending order until the cap is reached.

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

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

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

6. The English-only "leave of absence" shall not be extended beyond the one-year period. No leaves of absence or other extenuating circumstances may be utilized to extend the English-only assignment even if such leaves or circumstances mean that the teacher did not enjoy a full year of English-only teaching.
7. A returning bilingual teacher who has been unable to find a bilingual assignment of his or her choosing by May 1 of the preceding school year shall be administratively reassigned to a bilingual classroom.

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

**ABSENCE DUE TO ASSAULT AND/OR BATTERY**

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

**ASSOCIATION LEAVE**

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

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

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

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

1. DEFINITIONS  A “transfer” is a change by a bargaining unit member from one school/work site to another within the District. Changes in the assignment of a bargaining unit member assigned to more than one school site and changes in the assignments of special education teachers or resource teachers to coincide with individual school enrollment and/or needs are not considered transfers. A transfer may be requested by a bargaining unit member or initiated by the District.

   A “reassignment” is a change by a bargaining unit member from one assigned class to another within a single work site. A “reassignment” may be initiated by the District or may be requested by the bargaining unit member. To insure flexibility of operations, initial assignments are within the sole discretion of the District.

2. POSTING OF VACANCIES

   School Site Vacancies:
   a. The principal or his/her designee shall email all vacancy announcements to each site bargaining unit member with a minimum of two working days (excluding SIP days) for applying.
   b. Bargaining unit members absent from school during those two working days, are to be called at the phone number on record and informed of the vacancy and deadline.
   c. If the absent bargaining unit member does not answer:
      (1) Message is left on voice mail/answering machine;
      (2) If phone is busy, principal or designee will continue to call until a person is spoken to or a message is left;
      (3) If no answering machine, the principal or designee shall record the date and time of the call.
   d. At the close of the deadline, the principal will consider all applications and follow contract procedures listed in Article VII: Transfers and Reassignments.

   District-wide Vacancies:
   The District administration shall provide a list of known vacancies to all bargaining unit members and work sites when the first official vacancy announcement is made no later than the third Monday in April unless
mutually agreed upon by the District and the Association. The flying of all
district positions shall be held until master schedules have been submitted
to HR and shared with staff. The District will inform all bargaining unit
members via email and vacancies will be posted on the District website. All
bargaining unit members on an extended leave shall be notified of any
vacancies provided they have left a request to be notified with the District
office prior to the beginning of their leave. Bargaining unit members shall be
notified of additional vacancies weekly, when known, using the procedures
listed above (Article VII: Section 2, School Site Vacancies and District-wide
vacancies).

All postings shall include the closing date for filing. The closing date
for current bargaining unit members shall be no less than five (5) working
days after posting unless the District can demonstrate an unanticipated
need to fill the vacancy sooner. No posting or solicitation shall be made
outside the District for any vacancy until it has been posted within the
District for five (5) working days. After five (5) working days, the District is
free to interview and/or hire employees from outside the District. Vacancies
that occur during the summer shall be posted at the District Office, at each
school site, and the announcements of vacancies shall be sent to all
bargaining unit members via Oxnard School District email. Bargaining unit
members who desire to transfer shall file a transfer application online with
the Assistant Superintendent of Human Resources and Support Services,
and shall receive written/email confirmation of said application.

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

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

   a. Legal requirements of the District;

   b. Credential(s), individual training, experience directly related to
      the position;

   c. Skills in areas which are secondary to the regular assignment
      (i.e. computers, music);

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d. When all of the above are equal, seniority in the District shall prevail;
e. Educational needs of the school or department to which the unit member is transferred or reassigned;
f. Bargaining unit member’s preference.

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

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

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

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

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

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

6. **PAID ASSISTANCE FOR MOVING** A bargaining unit member (a) whom the District involuntarily transfers to another school site after the first student instructional day; (b) who has been displaced and is returning to his/her original school site after the first student instructional day; or (c) who was released from employment pursuant to a Reduction in Force, who accepted a temporary assignment and accepts re-employment to a

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permanent or probationary assignment after the first student instructional
day shall, upon request, be provided assistance in moving his/her personal
and classroom materials and receive one (1) day of student free preparation
time, and receive up to sixteen (16) hours compensation, paid at the current
hourly rate; (d) If a bargaining unit member’s class is involuntarily moved
from one location to another location within the same work site, he/she shall
be provided assistance in moving his/her personal and classroom materials
and will receive up to sixteen (16) hours compensation, paid at the current
hourly rate.

7. **SPECIAL EDUCATION CLASSES** Any special education class that
is transferred to a new school site, the current teacher is automatically
transferred with that class. In the event a new special education class is
formed (different grade level(s) and/or classification, etc.) at the former
school site, the teacher who transferred with his/her class may apply for the
new position.

8. **NEW-HIRES** Notwithstanding any provision of this Agreement to the
contrary, once assigned, any newly-hired or re-hired teacher shall be
ineligible to exercise transfer or reassignment rights described herein during
his/her first year of contract service with the District. A first year probationary
teacher or rehired teacher may apply for available openings at the end of
his/her first year of employment, as openings occur for the following year.

9. **GRADE LEVEL REDESIGNATION OR ADDING/DELETING OF
CLASSES** The following procedures are to be followed in reassigning
certificated staff who are affected by grade level re-designation or
adding/deleting of class(es) at a particular grade level at the elementary
level and content area at the intermediate level:

9.1 Elementary Level
a. The District will inform the elementary principal with staff
allocation for the next school year by the first week in
April.

b. The administration at the elementary level will designate (i.)
Transitional Bilingual Education (TBE) classes, (ii.) special
education classes, (iii.) combination classes, (iv.)
number of classes at each grade level; and (v) DLI Classes.

9.1.1 Elementory Level
b. The administration at the elementary level will designate (i.)
Transitional Bilingual Education (TBE) classes, (ii.) special
education classes, (iii.) combination classes, (iv.)
number of classes at each grade level; and (v) DLI Classes.

c. If the allocation produces a reduction in staff, (where there
are fewer positions than bargaining unit members on
site) the principal will first ask for volunteers to be

*Article VII: Transfers and Reassignments*
Article VII: Transfers and Reassignments

If there are no volunteers, the least senior bargaining unit members (according to District seniority) regardless of grade level, will be considered involuntarily “displaced.” These least senior involuntarily “displaced” bargaining unit members will have the right to reapply to the school site after the “unassigned” bargaining unit members at the site have had the opportunity to apply for School Site Vacancies as per Article VII: Transfers and Reassignments, Sections 2 and 4.

d. After site allocation, where there is a deletion of a class at a grade level, the least senior bargaining unit member at the affected grade level will be considered “unassigned.” (The deletion of a class at a grade level may not reduce the number of bargaining unit positions at a site. This leaves the teacher “unassigned” rather than “displaced.”) The unassigned bargaining unit member will then have the opportunity to apply for any open positions as per School Site Vacancies (Article VII: Transfers and Reassignments, Sections 2 and 4).

e. Should a bargaining unit member choose not to accept a position on site or there are no unstaffed positions at that school site, he/she will be considered involuntarily “displaced.” The displaced bargaining unit member’s options, at that point, will be to apply for openings that occur with the District.

f. If a bargaining unit member is displaced, the affected bargaining unit member may apply for vacancies District-wide, within two (2) days, as they occur, prior to those vacancies being made available for transfer to all other bargaining unit members.

g. Before the first day of instruction the involuntarily displaced bargaining unit member shall have first priority to return to their original site and/or similar position should it become available and before it is advertised District-wide.

9.2 Intermediate Level
a. The District will inform the intermediate principal with staff allocation for the next school year by the first week in April.

b. The administration at the intermediate level will designate the number of classes at each grade level and the number of content area sections in general education, special education, and ELD.

c. If the re-designation or deletion of classes produces a reduction in staff, the least senior bargaining unit members (according to District seniority) in that content area regardless of grade level, will be considered involuntarily “displaced.” Before displacing any teacher, the principal will ask for volunteers in that subject area to be displaced. The most senior volunteer will be displaced.

d. The administrator will conference with each certificated bargaining unit member affected by re-designation or deletion of classes, starting first with the most senior bargaining unit member. Any open positions will be posted and filled as School Site Vacancies (Article VII: Transfers and Reassignments, Sections 2 and 4).

At the intermediate level, the most senior bargaining unit member that is involuntarily displaced may “bump” the least senior bargaining unit member in another content area if they have the credential and if they meet the “highly qualified” standard under NCLB for that subject area.

e. Should a bargaining unit member choose not to accept a position on site or there are no unstaffed positions at that school site, he/she will be considered involuntarily “displaced.” The displaced bargaining unit member’s options, at that point, will be to apply for openings that occur with the District.

f. If a bargaining unit member is displaced, the affected bargaining unit member may apply for vacancies District-wide, within two (2) days, as they occur, prior to those vacancies being made available for transfer to all other bargaining unit members.

Article VII: Transfers and Reassignments
Before the first day of instruction, the displaced bargaining unit member shall have first priority to return to their original site and/or similar position should it become available and before it is advertised District-wide.

9.3 Elementary and Intermediate Levels:

a. After site vacancies have been posted (per Article VII: Transfer and Reassignment, Section 2 and 3) for two (2) days, Supplemental Support Providers will be given consideration (per Article VII: Transfers and Reassignment, Section 3: Criteria for Filling Voluntary Transfers or Reassignments) for any remaining vacancies at that site. This will occur prior to posting the vacancy/position District-wide.

b. Bargaining unit members who are involuntarily displaced or unassigned five days prior to the beginning of the first day of the school year shall be involuntarily transferred by the District and assigned by the Assistant Superintendent of Human Resources. Bargaining unit members who have been involuntarily transferred shall have the right to continue to apply for vacancies as they occur until the transfer deadline per Article VII: Transfers and Reassignments, Sections 2, 4 and 6.

c. After all displaced and unassigned bargaining unit members are assigned, bargaining unit members who have the right under the law to be rehired, shall be allowed to apply for any vacant positions before outside applicants are hired.

d. When a combination class is divided into two individual classes (i.e., a 2/3 combination class becomes a straight 2\textsuperscript{nd} grade or straight 3\textsuperscript{rd} grade), the bargaining unit member of the combination class has the choice as to which grade levels he/she will teach. The remaining class will be considered an open position and will be filled according to the provisions of the contract in Article VII: Transfers and Reassignments, Section 2 and Section 3.

e. Classes resulting in deleting part of a combination and making it one grade level class are not considered changes and, therefore, the bargaining unit member is not affected.
Article VII: Transfers and Reassignments

(Example: bargaining unit member of a 2/3 has the 3rd grade portion dropped, making it a straight 2nd grade. This is not considered to be a change where the bargaining unit member is significantly affected.)

10. **SITE MENTOR TEACHER SELECTION PROCEDURES:**
The District will utilize the following process for the filling of Site Mentor Teachers.
   
a. The Site Selection Committee for the school site positions shall be comprised of the principal and two (2) members of the site Leadership Team.
   
b. The filling of the vacancy shall be for one year. The candidate shall be selected by the principal, with input from the two members of the Leadership Team. The candidate will be selected based on credentials, experience/training applicable to the position, relevant coursework in major, minor and post-graduate training. Seniority shall be the overriding factor when choosing among candidates with similar qualifications.
ARTICLE VIII: FULL INCLUSION

1. Any unit member who will be impacted by full inclusion shall receive prior notification.

2. The District shall not deny to any unit member assigned to a full inclusion class the right to transfer to a vacant position under the provisions of Article VIII of this Agreement.

3. With the exception of emergency situations, only qualified nurses, aides to the physically handicapped or other qualified school personnel shall be the individuals that provide and conduct necessary medical procedures (such as clean intermittent catheterization, injections, suction, gavage feeding and drainage). Unit members, other than qualified nurses, aides to the physically handicapped and other qualified school personnel, shall not be required to perform any routine medical procedure on a student. Unit members may perform emergency medical procedures on a student only when the life of the student is threatened. To meet unforeseen circumstances, the Full Inclusion Planning Team referred to in paragraph 6 of this Article shall recommend to the administration an individual to be trained to perform emergency medical procedures on students at the school site.

4. Unit members impacted by full inclusion shall be provided specialized training necessary for successful implementation. This training shall include three days of staff development/training for unit members with identified full inclusion pupils. Such staff development shall be on release time or compensated at the Schedule II rate of pay.

5. Unit members whose number of annual duty days is extended in order to plan and implement a full inclusion program shall be compensated at the Schedule II rate of pay for those days.

6. A Full Inclusion Planning Team consisting of the full inclusion special education teacher, the general education teacher with identified full inclusion pupils, the school psychologist, the site administrator, and other appropriate support staff shall be organized at each site with identified full inclusion pupils to work in conjunction with special education administrators and support staff at the District level.

7. Each full inclusion site shall annually receive an additional allocation of up to $700.00 per full inclusion pupil per site to provide materials and support planning and implementation of the full inclusion program. The maximum annual allocation per site shall not exceed

Article VIII: Full Inclusion
$2,100.00. The Full Inclusion Planning Team shall determine the utilization of such funds to support full inclusion at their site.

8. Appropriate release time shall be allocated to unit members who are teachers of identified full inclusion pupils to provide planning time with the full inclusion special education teacher and other support personnel. Each full inclusion site shall be supported with a full inclusion special education teacher.

9. At minimum, the following factors shall be considered in the determination of the class size/case load of a special day class unit member who has been assigned one or more full inclusion students: the number of full inclusion students assigned to the unit member, available release time, and use of instructional assistants.

10. A full inclusion student shall be counted as two students in the regular education classroom count, reducing the normal class size by said count. When the total number of full inclusion students reaches 30 districtwide, the provisions of this paragraph shall be subject to negotiations as soon as practical.

11. For the purposes of this article, a "full inclusion student" means a student, enrolled in one of grades K-8, (1) identified by the IEP team as having a disability defined by federal and state special education laws and regulations and requiring intensive special education and regular education modifications in order to participate within the regular classroom program for all or nearly all of the day, (2) who has been previously enrolled in a special day class or requires a similar intensity of service to implement the IEP goals in the regular education setting, and (3) is not otherwise identified and served through Low Incidence Programs for the Visually Impaired, Hearing Impaired, Severely Orthopedically Impaired, or Multi-handicapped.

12. For the purposes of this article, "full inclusion site" means a school site with at least one full inclusion student.
ARTICLE IX: EVALUATION

PREAMBLE  The parties agree that teacher evaluation should be based on research-based professional teaching standards. The District’s teacher evaluation system shall be based on the California Standards for the Teaching Profession and shall provide alternative evaluation methods for eligible permanent teachers.

The parties further agree that the purposes of teacher evaluation are (1) to provide quality assurance through accountability provisions, and (2) to provide direction for the improvement of teaching through staff development and professional growth opportunities. Therefore, the evaluation system set forth in this Article differentiates among the various stages of teaching development in order to ensure an objective and fair assessment of performance.

Although the District and the Association acknowledge the various stages of teaching development, the evaluation system expects a skilled level of teaching from classroom teachers that all must exhibit. The two parties also acknowledge the importance of teacher support for the purpose of improving teaching and enhancing student learning at each stage of teaching development. This support system shall include positive interventions and resources for teachers throughout the evaluation process.

Finally, the two parties are committed to evaluator training to achieve consistent judgments about performance, based on the California Standards for the Teaching Profession.

GENERAL PROVISIONS APPLICABLE TO PERMANENT AND NON-PERMANENT UNIT MEMBERS

1. Glossary
   a. “Alternative Evaluation” or “Alternative Evaluation Method” means any evaluation method other than Standard Evaluation approved by the District and the Association for the relevant evaluation cycle.
   b. “CSTP” means the California Standards for the Teaching Profession.
   c. “Day” means an instructional day, unless otherwise specified herein.
   d. “Eligible Teacher” means a permanent teacher (i) who has a minimum of three (3) years in permanent teaching status in the District and (ii) who has in each evaluation cycle in which
Article IX: Evaluation

1. He or she has been evaluated during the three (3) year period as a permanent teacher in the District immediately prior to the evaluation year under consideration received final performance summary evaluations of “Maturing” or above in each CSTP standard evaluated.

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

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

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

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


2. This Article shall outline the procedure for conducting teacher evaluations. The evaluations of District teachers shall be based on the CSTP. Notwithstanding the immediately preceding sentence, or in any other provision in this Article, CSTP 6 shall not be evaluated in any Formal Observation and shall not be included in any Final Evaluation Summary Report for Standard Evaluation or Alternative Evaluation.
3. Specific protocols and forms used for evaluations under this Article shall be those agreed to by the District and the Association. Any such forms shall be an addendum to this Agreement.

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

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

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

a. Grievances shall not be permitted with respect to evaluations that are part of a statutory 90-day notice or 45-day notice under Education Code Section 44938;

b. Unit members who grieve evaluations shall concurrently proceed with improving noted deficiencies while the grievance procedure is being utilized; and

c. Timelines contained herein shall have no force or effect insofar as the statutory dismissal procedures relate to the rights either of the District or the unit member.

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

Establishing Evaluation Criteria

1. For each evaluation cycle, each non-permanent unit member and his/her Evaluator will meet and mutually agree upon a CSTP 6: Plan for Developing as a Professional Educator. The non-permanent unit member and his/her Evaluator shall also review the CSTP and shall agree upon the lesson plan to be observed by the Evaluator. Non-permanent teachers shall be evaluated in two cycles, one for each year of non-permanent status. In Cycle 1, evaluation of the non-permanent teacher shall focus upon CSTP
2, 4, and 5. In cycle II, evaluation of non-permanent teachers shall focus on CSTP 1, 3, and 5.

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

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

**Standard Evaluation**

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

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

<table>
<thead>
<tr>
<th>Unit member’s use of specific elements in standard</th>
<th>Rating</th>
<th>Points Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent</td>
<td>Exemplary Practice</td>
<td>4</td>
</tr>
<tr>
<td>Frequent</td>
<td>Maturing Practice</td>
<td>3</td>
</tr>
<tr>
<td>Occasional</td>
<td>Developing Practice</td>
<td>2</td>
</tr>
<tr>
<td>Rare or Nonexistent</td>
<td>Unsatisfactory</td>
<td>1</td>
</tr>
</tbody>
</table>

3. After each Formal Observation, the Evaluator shall present a written report of the observation to the unit member within five (5) days following the observation. A post-observation conference shall be held within seven (7) days following the observation to discuss and review the observation and/or report. Within five (5) days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member’s agreement with the evaluation. Within the same five (5)-day period described in the immediately preceding sentence, the unit member may submit a written response to the report, and such written response shall be attached to the report and become a permanent part thereof.
4. Where a non-permanent unit member receives a rating of Unsatisfactory (1) for any CSTP standard in his/her first Formal Observation in the school year, the Evaluator shall disclose in writing specific areas in which improvement is needed. The unit member and his/her Evaluator shall develop a performance improvement plan which shall include additional Formal Observations at intervals set forth in the performance improvement plan. The unit member shall take affirmative action to improve in the areas noted by the Evaluator.

**Final Evaluation Summary Report**

1. A Final Evaluation Summary Report shall be submitted to the unit member no later than thirty (30) calendar days preceding the close of the school year. Within seven (7) days following the submission of the Final Evaluation Summary Report to the unit member, the Evaluator and unit member shall meet to review the report. Within five (5) days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member’s agreement with the evaluation. Within the same five (5)-day period described in the immediately preceding sentence, the unit member may submit a written response to the report, and such written response shall be attached to the report and become a permanent part thereof.

2. Final Evaluation ratings shall be determined as follows:

<table>
<thead>
<tr>
<th>Ratings for each CSTP Standard</th>
<th>Final Evaluation Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 or above (i.e. Developing Practice or above for each CSTP standard)</td>
<td>Meets or Exceeds</td>
</tr>
<tr>
<td>1</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

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

4. A unit member receiving an “Unsatisfactory” rating on a Final Evaluation Summary Report must participate in the PAR program.
PERMANENT UNIT MEMBERS  Permanent teachers shall be evaluated at least once every other school year. The parties recognize that permanent unit members who have consistently demonstrated a skilled level of teaching may benefit from evaluation methods more specifically tailored to their professional needs and goals. Therefore, Eligible Teachers may select an Alternative Evaluation Method, subject to the provisions of this Article.

Establishing Evaluation Criteria
1. For each evaluation cycle, each permanent unit member and his/her Evaluator will meet and mutually agree upon a CSTP 6: Plan for Developing as a Professional Educator. The unit member and his/her Evaluator shall also meet and mutually agree upon evaluation criteria. Where Standard Evaluation is to be used, the permanent unit member and his/her Evaluator shall review the CSTP. Permanent teachers subject to Standard Evaluation and their Evaluators shall agree upon two CSTP standards upon which evaluation shall be based. If the unit member and his/her Evaluator are unable to agree upon two CSTP standards, then each party shall select one CSTP standard.
2. Evaluation criteria shall be set forth in writing, using the form for that purpose attached as an addendum to this Agreement.
3. For each year, the deadlines for establishing evaluation criteria under paragraphs 1 and 2 of this subsection shall be established within thirty (30) calendar days of the beginning of the school year or commencement of duties.

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

<table>
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<th>Rating</th>
<th>Points Allocated</th>
</tr>
</thead>
<tbody>
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<td>Exemplary Practice</td>
<td>4</td>
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<tr>
<td>Frequent</td>
<td>Maturing Practice</td>
<td>3</td>
</tr>
<tr>
<td>Occasional</td>
<td>Developing Practice</td>
<td>2</td>
</tr>
<tr>
<td>Rare or Nonexistent</td>
<td>Unsatisfactory</td>
<td>1</td>
</tr>
</tbody>
</table>

3. After each Formal Observation, the Evaluator shall present a written report of the observation to the unit member within five (5) days following the observation. A post-observation conference shall be held within seven (7) days following the observation to discuss and review the observation and/or report. Within five (5) days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member’s agreement with the evaluation. Within the same five (5)-day period described in the immediately preceding sentence, the unit member may submit a written response to the report, and such written response shall be attached to the report and become a permanent part thereof.

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

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

6. Where a permanent unit member receives a numerical rating of 2 (“Developing Practice”) or below in any CSTP standard for his/her first or second Formal Observation in the school year, the Evaluator shall disclose in writing specific areas in which improvement is needed. The unit member and his/her Evaluator shall develop a performance improvement plan which shall include additional Formal Observations (not to exceed a total of three (3) for the entire evaluation period, taking into account the observations and evaluations of other units and the total number of Formal Observations that may be scheduled within a particular period.)
account any Formal Observation(s) already completed) at intervals set forth
in the performance improvement plan. The unit member shall take
affirmative action to improve in the areas noted by the Evaluator.

Final Evaluation Summary Report

1. A Final Evaluation Summary Report shall be submitted to the unit
member no later than thirty (30) calendar days preceding the close of the
school year. Within seven (7) days following the submission of the Final
Evaluation Summary Report to the unit member, the Evaluator and unit
members shall meet to review the report. Within five (5) days thereafter,
the unit member shall sign the report indicating only that he/she has read
the report, understands it and has been given the opportunity of responding
to it in writing; the signature does not necessarily indicate he unit member’s
agreement with the evaluation. Within the same five (5)-day period
described in the immediately preceding sentence, the unit member may
submit a written response to the report, and such written response shall be
attached to the report and become a permanent part thereof.

2. Final evaluation rating shall be determined as follows:

<table>
<thead>
<tr>
<th>Rating for each CSTP Standard</th>
<th>Final Evaluation Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Exemplary</td>
</tr>
<tr>
<td>3</td>
<td>Maturing</td>
</tr>
<tr>
<td>2</td>
<td>Developing</td>
</tr>
<tr>
<td>1</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

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

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

1. In lieu of Standard Evaluation, an Eligible Teacher may elect one of the Alternative Evaluation Methods approved by the District and the Association. The specific protocols and requirements for each Alternative Evaluation Method shall be established by the District and the Association. An Eligible Teacher who does not complete his/her Alternative Evaluation or who receives an overall final evaluation of “Developing” or “Unsatisfactory” will lose his/her Eligible Teacher status and will be reevaluated the following year using Standard Evaluation.

Final Evaluation Summary Report  A Final Evaluation Summary Report shall be submitted to the unit member no later than thirty (30) calendar days preceding the close of the school year. Within seven (7) days following the submission of the Final Evaluation Summary Report to the unit member, the Evaluator and unit member shall meet to review the report. Within five (5) days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member’s agreement with the evaluation. Within the same five (5) day period described in the immediately preceding sentence, the unit member may submit a written response to the report and such written response shall be attached to the report and become a permanent part thereof.

2. For Alternative Evaluation, point allocation shall be as follows on the next page:
<table>
<thead>
<tr>
<th>Rating</th>
<th>Level of Completion</th>
<th>Growth Criteria</th>
<th>Points Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exemplary</td>
<td>• All option requirements completed</td>
<td>4 of 4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>• Significant growth* in teaching, student impact or school-community contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Evidenced in: Artifacts/Project completion and Final Self-Evaluation Summary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing</td>
<td>• All option requirements completed</td>
<td>3 of 4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>• Satisfactory growth* in teaching, student impact or school-community contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Evidenced in: Artifacts/Project completion and Final Self-Evaluation Summary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developing</td>
<td>• All or partial option requirements completed</td>
<td>2 of 4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>• Minimal growth* in teaching, student impact or school-community contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>• All or partial option requirements completed</td>
<td>1 of 4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>• No growth* in teaching, student impact or school-community contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*GROWTH CRITERIA*

1) Activity consistently sustained throughout the year; artifacts reflect each trimester
2) Impact to teacher growth and student learning
3) Home/School connection through parent outreach, which incorporates interactive communication with families and/or contribution to the educational community

*Article IX: Evaluation*
4) Reflects more than one CSTP (other than standard 6) or addresses all elements of a particular CSTP

3. A unit member who has elected to undergo Alternative Evaluation and receives a rating of “Developing Practice” or below (i.e., a rating of 2 or below) on a Final Evaluation Summary Report for such Alternative Evaluation shall be fully re-evaluated the next year. Re-evaluation shall be through Standard Evaluation in accordance with this Article. In addition, a unit member receiving an “Unsatisfactory” rating (i.e., a rating of 1) on a Final Evaluation Summary Report must participate in the PAR program.

PERSONNEL FILES

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

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

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

PREAMBLE: The Oxnard Educators Association and the Oxnard School District strive to provide the highest possible quality of education to the students of Oxnard. Both parties agree that optimum student performance can be achieved only if there is a highly qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher. The activities shall be designed to strengthen the Participating Teacher’s skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards and appropriate learning environment. Therefore, the parties agree to cooperate in the design and implementation of a Peer Assistance and Review program (PAR) to improve the quality of instruction.

Peer Assistance and Review (PAR) Committee

1. The PAR committee will consist of five (5) members. Members of the PAR committee will include the Association President or designee, two (2) members selected by the Association, the Assistant Superintendent, Human Resources or designee, and one (1) other member appointed by the District. The PAR committee will establish the operational procedures of the committee, including the method for the selection of a chairperson. All decisions and/or recommendations will pass by a minimum of four votes.

2. The PAR committee will establish the meeting schedule. To hold meetings, four of the five members of the PAR committee must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the committee will be released from their regular duties without loss of pay. PAR teacher committee members will receive an annual stipend in the amount of $2,000.

3. The PAR committee, by a minimum of four votes, will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent the Agreement has an inconsistency, the Agreement will prevail.
Article X: Peer Assistance and Review

and to the extent the Agreement is inconsistent with the law, the law will prevail.

4. The PAR committee will assign the consulting teacher to a participating teacher. The participating teacher has the right to meet with the PAR committee to discuss the assignment of the consulting teacher within two weeks of notification.

5. It is intended that all documentation and information related to participation in the PAR program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq.

6. The PAR committee reviews the final report prepared by the consulting teacher and makes a recommendation(s) to the Governing Board regarding the referred participating teacher’s progress in the PAR program.

7. The PAR committee is responsible for evaluating annually the impact of the PAR program in order to improve the program.

Participating Teachers: A referred participating teacher is a unit member with permanent status who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance.

There are three (3) categories of participating teachers.

A. Referred Teacher Participants (RTP)

1. Permanent unit members who exhibit performance deficiencies in the Formal Observation process, and have received a “Needs Improvement” rating by the site evaluator in one or more of Parts 1, 2, 3 or 4 of the Standards for the Teaching Profession, may participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.

2. Permanent unit members who exhibit performance deficiencies and have received a “Needs Improvement” rating by the site evaluator on the Evaluation of Certificated Personnel Summary Evaluation Report in one or more of Parts 1, 2, 3 or 4 of the Standards for the Teaching Profession, shall be required to participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.

3. Permanent unit members who exhibit performance deficiencies and have received an “Unsatisfactory” rating by the site
Article X: Peer Assistance and Review

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

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

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

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

B. Volunteer Teacher Participants (VTP)

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

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

C. Non-Permanent Teacher Participants (NPTP)

1. Non-permanent unit members who exhibit performance deficiencies in the Formal Observation process, and have received a “Needs Improvement” rating by the site evaluator in one or more of the Standards upon which they are being evaluated, may be required to participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.
2. The decision of the site evaluator to refer a non-permanent unit member to the PAR Program will not be subject to the grievance procedure presented in Article XXIII of the Agreement.

Consulting Teachers

1. A consulting teacher is a permanent unit member who provides assistance to a participating teacher pursuant to the PAR program. Consulting teachers will possess the following qualifications:
   a. At least five (5) years of recent experience in the Oxnard School District as a teacher.
   b. Demonstrated exemplary teaching ability.
   c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of students in different contexts.
   d. Ability to communicate effectively both orally and in writing.
   e. Ability to work cooperatively and effectively with others.
   f. Familiar with the California Standards for the Teaching Profession.

2. A consulting teacher provides assistance to a participating teacher in improving instructional performance. This assistance will typically include:
   a. Setting and discussing performance goals with the participating teacher and assist in developing a performance improvement plan (PIP).
   b. Multiple observations of the participating teacher during periods of classroom instruction.
   c. Meeting and consulting with the principal or designee of a referred participating teacher.
   d. Demonstrating good practice to the participating teacher.
   e. Using school district resources to assist the participating teacher.
   f. Monitoring the progress of the participating teacher and maintaining a written record.
   g. Making status reports to the PAR committee for a
Article X: Peer Assistance and Review

3. In order to fill a position of consulting teacher, the District shall inform all bargaining unit members via email and posted on the District website (Article VII: Transfers and Reassignments). In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant’s abilities to be a consulting teacher.

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

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

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

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

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

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

9. In addition to the regular salary, a consulting teacher will receive per diem pay for all days worked beyond the regular work year. The PAR teacher’s work year will include up to five (5) additional work days scheduled prior to the beginning of the work year, and/or during non-
Article X: Peer Assistance and Review

Instructional days during or following the regular work year. The PAR teacher shall receive a mileage stipend of 125 miles per month at the IRS approved per diem rate for using his/her personal vehicle in performance of work for the Oxnard School District.

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

11. Full time consulting teachers shall have a caseload determined by a ratio of consulting teachers to participating teachers. This ratio is dependent on the amount of intervention time determined by the PAR committee and consulting teachers. If the number of voluntary and involuntary participants expands beyond the full-time consulting teachers’ capacity, part-time consulting teachers can be hired. Part-time consulting teachers will receive up to twelve (12) hours of one and one half the current hourly pay per month to provide afterschool assistance and may request release time (up to fifteen half days) to assist during the school day.

All positions will be advertised district-wide and will be subject to the same hiring procedures as full-time consulting teachers. A former full-time consulting teacher may serve as a part-time teacher when his/her term expires.

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

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

14. The Consulting Teacher shall monitor the progress of the RTP and shall provide periodic written reports to the RTP and principal for discussion and review. A copy of each of the Consulting Teacher’s reports shall be discussed with the RTP and he/she shall receive a copy of the
Article X: Peer Assistance and Review

report. The Consulting Teacher shall submit a Summary Evaluation to the Par Panel.

15. The District agrees to indemnify and hold harmless the Association, any Association members on the PAR committee, and consulting teachers for any liability arising out of their participation in the PAR program as provided in Education Code Section 44503 Subdivision (c) and Government Code Section 820.2.
ARTICLE XI: WORKING HOURS

In negotiations leading up to this clause, the Association has emphasized the concept of professionalism. Both parties recognize the need to promote professionalism during the term of this Agreement. Professionalism carries with it both rights and responsibilities. Thus, the Association recognizes the need for district and site level committees relating to curriculum and other educational subjects and encourages its members to continue voluntarily participating in such committees.

1. All unit members will be accountable for a forty-hour (40) work week in accordance with the following provisions:
   a. Unit members shall report for duty at least fifteen (15) minutes before classes commence and, absent other responsibilities, assignments or meetings, as determined by the site administrator, shall remain at least fifteen (15) minutes after the end of their last class or period. Additionally, within the framework of a total of thirty (30) minutes, the duty hours of these employees may be adjusted by mutual agreement with the immediate supervisor. Time for kindergarten teachers will coincide with that of the primary teachers.
   b. The duty-free lunch period for unit members shall be not less than thirty (30) minutes.
   c. No unit member shall be required to extend their duty/work day beyond eight (8) hours inclusive of lunch. Staff meetings will be scheduled to conclude no later than the end of the eight (8) hour day. However, a staff meeting may be extended by mutual consent between the administrator and teaching staff or during an emergency. No full-time unit member shall be required to split his/her working hours except for one Back to School Night or Open House per year. It is understood that Back to School Night or Open House may extend the work/duty time beyond eight (8) hours that particular day. Staff meetings shall not be scheduled for the day of Back to School Night or Open House.
d. Signature on the time card will normally be accepted as verification that the forty-hour (40) work week was fulfilled.

e. The unit member will notify the office if the unit member leaves the school site within fifteen (15) minutes after termination of the instructional time.

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

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

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

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

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Article XI: Working Hours

<table>
<thead>
<tr>
<th>GRADE LEVEL</th>
<th>INSTRUCTIONAL MINUTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>36,080</td>
</tr>
<tr>
<td>Grades 1-3</td>
<td>54,540</td>
</tr>
<tr>
<td>Grades 4-5</td>
<td>55,468</td>
</tr>
<tr>
<td>Grades 6-8</td>
<td>62,150</td>
</tr>
</tbody>
</table>

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

4. **Extended Day Transitional Kindergarten/Kindergarten (TK/K) Program**
   a. Lunch for the extended day TK/K program shall be the same number of minutes as the primary lunch on site.
   b. The maximum number of instructional minutes for TK/K will not exceed 49,680 minutes.
   c. Each extended day TK/K class will be provided with 90 minutes of paraeducator help per day. This will be renegotiated if class size increases to above 26 students per class.

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

6. **Yard Duty** Regular yard duty for all teachers will be limited to before and after school, but they may be called upon to assist when special needs of an unforeseen nature arise requiring adult supervision that cannot be provided by other staff on campus.
ARTICLE XII: CLASS SIZE

1. The average class size for grades K through 3 in any school will not exceed thirty (30) students; no individual class will maintain a continuing enrollment of more than thirty-one (31) students.

2. The average class size for grades 4 through 6 in any school will not exceed thirty-five (35) students; no individual class will maintain a continuing enrollment of more than thirty-six (36) students.

3. Class size for kindergarten held in regular classrooms shall not exceed twenty-seven (27) students. A classroom designed for kindergarten students includes sinks and restrooms.

4. All Transitional Kindergarten (TK) and Combination Transitional Kindergarten/Kindergarten classes must be held in a classroom with sinks and restrooms.

5. In order to staff the seventh and eighth grades, there shall be assigned a number of seventh and eighth grade classroom teachers determined by dividing by twenty-eight point five (28.5) the total anticipated seventh- and eighth-grade enrollment. This does not include teachers or students of special classes for exceptional children, but does include the teacher of instrumental music.

6. In recognition of uncertain financing and fluctuating enrollment, the parties agree that under no circumstances shall this clause be interpreted or applied to require the hiring of additional personnel, the building, leasing, or acquiring of additional facilities, or the scheduling of double sessions.

7. Class Size Reduction: As the state provides funding for class size reduction, those classes will adhere to the state mandate.
ARTICLE XIII:  CALENDAR

1. There will be one hundred eighty-three (183) teacher work/duty days which shall include:
   a. a maximum of one hundred eighty (180) “pupils in session” days,
   b. one pupil free teacher directed preparation day (no meetings),
   c. two pupil free duty/work days for staff development and/or site staff meeting,
   d. four pupil minimum days for fall parent/teacher conference,
   e. two pupil minimum days for spring parent/teacher conference,
   f. one teacher/pupil minimum day for Back to School Night,
   g. one teacher/pupil minimum day the day before the commencement of winter break, and
   h. one teacher/pupil minimum day on the last instructional day of the school year.

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

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

   To assist the District in implementing District-wide professional development, the District shall establish a Professional Development Committee (“PDC”), comprised of District administrators, site administrators and unit members. The Association shall appoint the unit members serving on the PDC.
The PDC shall design the staff development activities for District-wide professional development on the topic or topics selected by the District. Such activities will be offered to each applicable school site.

a) Agreement was reached on the calendar for the 2021-2022 school year. These calendars are attached to this Agreement and incorporated herein. The parties agree to meet to reach an agreement for the 2022-2023 and 2023-2024 school year calendars.

b) For the 2021-2022, 2022-2023, and 2023-2024 school years, the bargaining unit member calendar shall include three (3) additional non-student, teacher work/duty days.

For the 2021-2022, 2022-2023, and 2023-2024 school years, the only paid leave provisions, with appropriate documentation, that will be available to unit members on the District professional development days, shall be bereavement and jury duty/court appearance.

For an illness absence on District professional development days, the teacher may be required to provide a physician’s verification of the illness, in order to receive salary payment.

Personal necessity leave shall not be available on District professional development days, except as underlined in Article XIII, Calendar of the OSD/OEA Collective Bargaining Agreement.

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*Article XIII: Calendar*
ARTICLE XIV: PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE

The District and the Association recognize that creativity and innovation are essential elements for maintaining a high quality educational program. It is in their mutual interests, therefore, to provide a vehicle to accommodate such elements within the framework of their collectively negotiated agreement. By so doing, the parties encourage flexibility without generally impinging on the need to uniformly apply the terms and conditions of the agreement; accordingly, the following conditions shall apply to partial and school-wide variances from specific written provision(s) of the collectively negotiated agreement:

1. Definitions

(a) “Bargaining Unit Members” shall refer to all unit members assigned to a site at the time of the election.

(b) “Innovative Programs” shall be defined as any program with the following characteristics:

- Are site based
- Are school wide
- Are educational in nature
- Are designed by the teaching staff and administration of a school site
- Are new and/or unique in approach to reaching the district’s goals

Programs that do not alter the rights or benefits of bargaining unit members as defined in the Collective Bargaining Agreement shall not qualify as “innovative programs”. Additionally, programs that are implemented on a district-wide basis shall not qualify as “innovative programs.” This paragraph shall in no way abrogate the rights provided to OEA under the EERA.

(c) “School-Wide Variance” shall refer to a variance from the terms of the collective bargaining agreement that is applied to an entire school site.

(d) “Partial Variance” shall refer to a variance from the terms of the collective bargaining agreement that applies to teacher groups of either grades TK-5 or 6-8 teachers at a school site for the purposes of banking minutes only.

Article XIV: Partial and School-Wide Contract Variance
Article XIV: Partial and School-Wide Contract Variance

A partial variance shall only be applicable for instructional improvement grants as defined herein.

(e) “Day” as used in this Article shall refer to calendar days.

(f) “OEA Building Representative”, unless otherwise specified, shall refer to the building representative for the OEA.

2. General Provisions

(a) Contract variances shall be limited to variances from the following Collective Bargaining Agreement Articles:

- Working Hours-Repackaging of instructional minutes (Article XI)
- Calendar (Article XIII)
- Transfers and Reassignment (Article VII)
- Class Size (Article XII)
- Innovative Programs as defined in this Article Paragraph 1(b).

(b) A variance request shall be site specific and limited to one school year in duration. All variance requests must comply with this Article on an annual basis.

(c) The Grievance Article (Article XXII) shall not apply to the approval or denial of a contract variance. A grievance may only be filed to grieve the procedural requirements of this Article.

(d) Any change in working condition(s) brought about by the implementation of an approved variance shall not be interpreted as a violation of this agreement or as evidence of a new working condition(s) separate from the agreement. Any change in working condition(s) brought about by the implementation of an approved variance shall not be interpreted as a precedent in any manner.

(e) The School Site Principal, the administrative staff and/or the Bargaining Unit Members shall not participate in coercing or otherwise intimidating any administrator or bargaining unit member related to a contract variance or a vote on a contract variance. A bargaining unit member shall not be the subject of a reprisal as a result of the member’s position on a contract variance issue.

3. School-Wide Contract Variances

(a) Bargaining unit members may initiate a school-wide contract variance to specific written provisions of the collectively negotiated agreement. Bargaining unit members interested
in requesting a contract variance shall consult jointly with the OEA Building Representative and the site administrator to review the school-wide variance procedures and its application to their issue.

(b) In the event of a school-wide contract variance, the site administrator, the OEA Building Representative and interested bargaining unit members shall jointly prepare a written request to waive specific provision(s) of the collectively negotiated agreement. The request shall bear the names and signatures of each individual that participated in the drafting of the request.

(c) The site administrator and the OEA Building Representative shall present the site variance proposal at a staff meeting and provide an opportunity for input and discussion by those present. The variance request may be revised to reflect the concerns or comments received during the staff meeting.

(d) Once finalized, the variance request shall be submitted to a vote of the bargaining unit members. The site administrator, in consultation with the OEA Building Representative, shall set a date for the election. The date of the election shall be announced to the bargaining unit members at least ten (10) work days prior to the date of the election. The election shall be completed thirty school days before the end of the school year immediately preceding implementation. The election shall occur over a minimum period of five (5) work days.

(e) The election shall be conducted by secret ballot. The ballot shall be the variance request with a space at the bottom that permits the bargaining unit member to either approve or reject the variance request. The variance election shall be conducted using an OEA locked ballot box.

(f) The number of affirmative votes required for the passage of the proposed contract variance corresponds to no less than two-thirds of the total number of OEA bargaining unit members at that school site and NOT merely two-thirds of the ballots placed in the ballot box. ALL TEACHERS (excluding any part-time temporary teachers) MAY EXERCISE THEIR RIGHT TO VOTE REGARDLESS OF

Article XIV: Partial and School-Wide Contract Variance
OEA/OSD
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WHETHER THEY ARE RETIRING, RESIGNING, GOING ON A LEAVE OF ABSENCE, OR TRANSFERRING TO ANOTHER SCHOOL, ETC.

(g) The site administrator, or his/her designee, and the OEA Building Representative shall count the ballots. Any bargaining unit member may observe the counting of the ballots. The ballots shall be maintained at the school site for a period of no less than one (1) year.

(h) Approved variance requests (approved by a 2/3 majority vote) are subject to approval by the Superintendent or his/her designee(s) and the Association president or designee(s). Both parties must approve for the variance to become effective.

(i) A variance request that is rejected may not be re-introduced for bargaining unit approval in the same school year. This variance request, however, may be reintroduced the following school year, provided that all provisions of this Article are complied with.

4. Partial Contract Variances

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

(a) A request for a partial variance must comply with all the procedural requirements set forth in school-wide variances. Only those unit members who shall participate in the variance shall participate in the election.

(b) A partial variance request may not be brought following a failed attempt for a school-wide variance. In the event of a failed school-wide variance, a partial variance request may not be brought for the remainder of the school year.

(c) In no case shall a group of bargaining unit members that does not participate in a partial variance be adversely affected by the implementation of the partial variance. Those that do not participate shall be accorded all rights specified in the Collective Bargaining Agreement.

Article XIV: Partial and School-Wide Contract Variance
ARTICLE XV: PROFESSIONAL GROWTH

1. All units of credit for advancement on the salary schedule must be semester units or equivalent and must be graduate or upper division credit with prior approval by the Board. Lower division units taken as part of a graduate course of study and critical to the teacher’s credential/certificate/program will be credited for placement/advancement on the salary schedule. Course work in reading/writing and/or conversational Spanish and computers are acceptable, and credit may be given for other lower division courses with approval of the Board.

2. All courses taken for the purpose of salary reclassification shall relate to the professional competencies and/or subject matter taught by the certificated staff within the Oxnard School District. The following are acceptable areas of study:

   Education and/or psychology courses such as child guidance, special education, remedial instruction, educational administration, school and community relationships, advanced work in developmental psychology, teacher-parent relationships, and cooperation.

   Additional work may be taken in English, art, music, health and physical education, science, social science, home economics, industrial or vocational arts, foreign languages, mathematics, business education, mental hygiene or psychology of the normal person, which may include methods of teaching in these fields, curriculum development, philosophy, religion, and the natural, physical and social sciences.

   Additional courses taken with similar or identical descriptions shall be reviewed prior to granting credit by the District Professional Growth Committee.

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ARTICLE XVI: SAFETY & SCHOOL CLIMATE

1. The District and Association affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with teachers and other adults at school. Teachers cannot provide the highest level of instruction and engagement to promote increased student achievement if there are frequent disruptions by students. We jointly recognize the need to work toward safe schools that are free from weapons, drugs, bullying, violence, prejudice, discrimination and disruption. To that end, the District and Association are committed to positive and consistent discipline protocols within our schools. We acknowledge that consequences must exist for behaviors that threaten the safety of others and interfere with learning. Together we are committed to promoting practices that support positive relationships and strengthen school climate to minimize interruptions and maximize student learning. To foster implementation of positive behavior interventions and supports (PBIS), the District will provide assistance to schools in the development, implementation, and evaluation of school-wide approaches. A PBIS team will be created at each school site, composed of bargaining unit members, administrator(s), paraprofessionals, and other staff members and students as appropriate. Any interested staff member will be given the opportunity to participate on the team, although the principal may limit the size of the team to ensure it functions as intended. Participation in the PBIS Team is voluntary. The school level team will be charged with the following tasks:
   a. Develop site-specific plans to promote a positive school climate and high standards of student conduct;
   b. Review data on school-wide safety and climate trends, identify causes, potential solutions and interventions, and recommend improvement to the school-wide plan;
   c. Monitor and provide feedback to district administration on site specific discipline protocols and procedures to ensure that all staff members maintain high standards and expectations for students. Bargaining unit members who believe appropriate action was not taken may take their concerns to the team for further discussion.

2. Bargaining unit members will report in writing to their immediate supervisor, as soon as possible, any practice, condition or act which threatens the health or safety of unit members or students.
3. District management shall investigate the matter and take the action that it deems reasonable and appropriate to correct or modify the condition. After investigation, District management shall make a response to the bargaining unit member concerning practice, condition, or act within 72 hours (three working days).

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

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

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

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

8. **Teacher Notification of Potentially Dangerous Student(s)**

Pursuant to Ed Code Section 49079, the District shall inform the bargaining
unit member of each pupil who has engaged in, or is reasonably suspected
to have engaged in, any of the acts described in any of the subdivisions,
except subdivision (h), of section 48900 or in section 48900.2, 48900.3,
48900.4 or 48900.7 that the pupil engaged in, or is reasonably suspected
to have engaged in, those acts. The district shall provide the information to
the bargaining unit member based upon any records that the district
maintains in its ordinary course of business, or receives from a law
enforcement agency, regarding a pupil described in this section. Any
information received by the bargaining unit member under this section shall
be maintained in confidence for the limited purpose for which it was
provided, and shall not be further disseminated by the bargaining unit
member. Bargaining unit members will receive written notice 24 hours in
advance, or immediately upon site notification, of the pupil’s permanent
classroom placement. Bargaining unit members will receive the written
notice at the beginning of the school year, or within 48 hours of the District’s
knowledge of the pupil’s qualification under Ed Code Section 49070.

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

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

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*Article XVI: Safety Conditions*
ARTICLE XVII: SCHOOL LEVEL FACULTY COUNCIL/FACULTY ADVISORY COMMITTEE

1. Each school shall have a Faculty Council. The Faculty Council shall be made up of all unit members in each school. The sole responsibility of the Board shall be to notify unit members in each school at the beginning of each school term of the provisions of this Article.

2. A Faculty Council, when established, shall elect a committee to be known as the Faculty Advisory Committee, the purpose of which shall be to represent the Council's concerns before the on-site administrator.

3. A Faculty Advisory Committee will reflect the proportionate ethnic composition of the faculty.

4. The Association shall be responsible for the selection process involving the establishment of the Faculty Advisory Committee. In no case shall there be more than five (5) members on the Faculty Advisory Committee.

5. The Faculty Council shall have the right to schedule a minimum of one (1) monthly meeting with time and place mutually agreed upon with the on-site administrator. Association representatives may attend any Faculty Advisory Committee meeting.

6. The Faculty Advisory Committee shall submit to the respective principal an agenda of requested meetings when possible not less than forty-eight (48) hours in advance of the requested meeting time.

7. The Faculty Council chairman and/or the Faculty Advisory Committee shall present concerns and recommendations to the on-site administrator. The on-site administrator shall respond to the concerns and recommendations of the Faculty Advisory Committee, in writing, within ten (10) days.

Article XVII: School Level Faculty Council/Faculty Advisory Committee
ARTICLE XVIII: ORGANIZATIONAL SECURITY

1. Any member of the bargaining unit who is a member of the Association, or who has applied for Association membership, may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the employee.

2. Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties, shall become a member of the Association or pay to the Association a fee in an amount equal to the Association's initiation fee and periodic dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1 above.

3. Any unit member who does not utilize the provisions of paragraph 1 above may arrange to pay service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph 4 below.

4. For unit members who have not executed voluntary written authorizations and/or for unit members who are delinquent in the payment of service fees as described in paragraph 3 above, the District shall reduce the salary warrant for the payment of service fees to the Association.

5. Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The amount transmitted shall be reduced by the actual cost of making the deduction including start-up costs; any additional authorizations shall trigger the necessity for deducting start-up costs. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

6. Deductions for members of the bargaining unit who commence duties after the beginning of the school year and, therefore, are not subject to deductions until after the beginning of the school year, shall be prorated.
in such a manner that the employee will pay dues or fees only in proportion to the number of school months during the school year in which he/she is a member of the Association or otherwise subject to the terms of this Organizational Security Clause. Any fraction of a month shall be counted as a full month.

7. No unit member shall be required to join the Association or to make an agency fee payment if the unit member is an actual verified member of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code, chosen from the following list:
   a. United Way (specified to Scoliosis)
   b. Heart Fund
   c. Cancer Society

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

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

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

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

1. The District proposes a 1.5% on schedule and 1.5% off schedule increase in salary for the 2020-2021 school year retroactive to July 1, 2020.

   For the 2021-2022, 2022-2023, and 2023-2024 school years, the bargaining unit member calendar shall include three (3) additional non-student, teacher work/duty days. The salary schedule shall be increased by 2.25% for the 2021-2022, 2022-2023, and 2023-2024 school years.

2. RECRUITING INCENTIVE As a recruiting incentive in order to enable the District to attract and retain the best available teachers and pursuant to the authority of Government Code Section 3543.2, subdivision (d), the maximum creditable years of prior public school teaching experience shall be ten (10) years. Service in the Peace Corps shall be treated on the same basis as military service.

3. SCHEDULE I - PER DIEM RATE Unit members who are assigned by mutual agreement to professional duties beyond their regularly assigned duty year shall be compensated at their per diem/hourly rate of pay (except as provided for in the following schedules). Compensation will be only for the actual services provided. Unit members who have held such assignments for two (2) or more consecutive years shall be granted the right of first interview for the extended assignment (Schedule I).

4. SCHEDULE II
   (a) The hourly rate of pay shall be $45.00, effective July 1, 2015.
   (b) Intervention Services Provider (ISP)
      1. The ISP Position will be less than twenty (20) hours per week. In the event that an ISP position is twenty (20) hours or more, but less than thirty (30) hours per week, the ISP teacher will receive 50% district paid health benefits. If the position is thirty (30) hours or more per week, the ISP teacher will receive 100% district paid health benefits.
      2. The work calendar for the ISP position will not exceed 75% of the school year or 135 days.
      3. The minimum requirements shall be a valid California Teacher Credential or a valid California Intern Teaching Credential.
      4. The ISP teacher shall be a member of the Oxnard Educators Association.
      5. The ISP shall be paid the Schedule II rate of pay.

Article XX: Employee Benefits
6. ISP teachers shall receive assignments related to intervention from the assigned classroom teacher. ISP teachers shall be supervised and evaluated by the site principal or designated learning director.

7. The ISP teacher position will not be used to reduce, supplant, or replace current bargaining unit member positions. This position may only be used for a) Intervention support; b) intersession, only in the event that openings remain after all interested district teachers have been placed; c) CELDT Testing.

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

6. **SUMMER SCHOOL, INTERSESSION, SATURDAY SCHOOL, AND EXTENDED SCHOOL YEAR**

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

7. **SELECTION FOR EXTENDED YEAR ASSIGNMENTS**

   The selection procedures for extended year teachers of special education shall be as follows:

   (a) Unit members who have held special education school assignments (not extended year) for two or more consecutive years shall be granted the right of first interview for the extended assignment at their school site;

   (b) Credential(s), individual training, and experience;

   (c) Educational needs of the school or department;

   (d) Seniority when one position occurs at the school shall be as follows: (1) filled first by the school's special education staff who has the most District seniority and (2) filled next by the most senior special education teacher in the District.

   (e) When two or more extended year positions occur at the same site within the year, the additional assignments/positions shall be rotated among the school's special education site personnel.

Special education teachers who are interested in teaching extended year must call the personnel office and so indicate their interests.
8. **ANNIVERSARY INCREMENTS** Anniversary increments shall be added to the scheduled salary at the beginning of the 15th, 18th, 21st, 24th, 27th, 30th, 33rd, and 36th years of service in the District based on the schedule below:

   **Beginning July 1, 2016:**
   1 + (15 years) = 3.75% of Step 12 of employee’s current Class
   2 + (18 years) = 5% of Step 12 of employee’s current Class
   3 + (21 years) = 6.25% of Step 12 of employee’s current Class
   4 + (24 years) = 7.5% of Step 12 of employee’s current Class
   5 + (27 years) = 8.75% of Step 12 of employee’s current Class
   6 + (30 years) = 10% of Step 12 of employee’s current Class
   7 + (33 years) = 11.25% of Step 12 of employee’s current Class
   8 + (36 years) = 12.5% of Step 12 of employee’s current Class

9. **DEGREE INCREMENTS** Degree increments in the amount of $400.00 shall be added to the scheduled salary for employees possessing the Master's Degree plus an additional increment of $400.00 to employees possessing the Doctorate.

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

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

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

11. **CLASS (EDUCATION)**

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

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

   All units of credit for placement on the salary schedule above Class A must be semester unit equivalents and must be graduate or upper division courses.
Article XX: Employee Benefits

courses taken subsequent to the granting of the Bachelor's Degree. The District will also grant employees credit for time in internship programs with any institution that is recognized by the California Commission on Teacher Credentialing. In the interpretation of "work taken subsequent to the granting of the degree," "subsequent" is considered to be related to the fulfillment of requirements rather than the date of the degree.

Credit for placement on the salary schedule beyond Class A for course work taken prior to the granting of the degree will be granted if the applicant's educational institution has granted graduate credit for these units. Lower division course work in reading/writing and/or conversational Spanish and computers are acceptable. Credit may be given for other lower division courses with the approval of the District Professional Growth Committee (Article XV, Professional Growth).

12. **MINIMUM (BEGINNING) TEACHER SALARY**

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

Pursuant to Education Code Section 45023.4, those unit members serving under an emergency or intern permit or waiver (non-credential holders), shall not be eligible to receive the minimum teacher salary. Except where provided for herein, unit members who do not possess a qualifying and eligible credential shall remain on the salary schedule step on which they are placed at the beginning of the 2000-01 school year, and subsequent years, until such time as they are issued such a credential.

Upon receiving verification of issuance for a qualifying and eligible credential, the District shall move the unit member to the step on the salary schedule that reflects his or her credited years of experience with the Oxnard School District. The adjustment shall be made the next school year. A non-credential holder may move "across" the schedule onto a different column upon proof of completion of the necessary college/university course units required for column advancement.

13. **STEP REQUIREMENTS**

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

14. **STEP (EXPERIENCE)**

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

a. Certificated experience under contract, United States public and/or government (K-12) schools: a maximum of ten years is creditable.

b. Teaching year is defined as being under contract for 75 percent (75%) of the instructional day and duty year;

c. Military and/or Peace Corps: a maximum of two years’ credit is granted;

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

15. **UNIT CONVERSION**

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

16. **VERIFICATIONS**

Bargaining Unit Members are required to verify course work (by official transcript), experience, and military service. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit member’s submission of official verification.

17. **PAYROLL PROCEDURE AND SALARY DEDUCTIONS**

a. Unit members employed for the full year receive their salary in twelve (12) approximately equal installments; eleven (11) installments and one (1) summer pay. A traditional track unit member will receive his/her first pay warrant on the last working day of September and on or about the last working day of each month thereafter. A year round unit member

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shall receive his/her first pay warrant on the last working day of August and on or about the last working day of each month thereafter.

b. Upon written authorization from the unit member, the Board shall deduct from his/her salary the appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs mutually agreed upon between the District and the Association.

18. **RETOACTIVITY** Wherever indicated, retroactivity shall apply only to employees employed by the District as of the date of this agreement.

19. **EXPENSE REIMBURSEMENT FOR BILINGUAL TEACHER**

a. The expense reimbursement provisions shall apply only to those teachers who are actively working toward a bilingual/bicultural certificate, who are making measurable progress toward obtaining the certificate, and who are then currently teaching in a bilingual/bicultural classroom or program where such certificate is or will be required;

b. The District will reimburse a teacher for studying and preparing for the test in bilingual/bicultural methods at the Schedule II rate of pay up to a maximum of sixteen (16) hours. In order to be eligible for such reimbursement the teacher must submit a copy of a passing score on the methods test along with a timecard recording such hours;

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

d. The District will reimburse teachers actually studying and taking classes in Spanish at the Schedule II rate of pay up to a maximum of sixteen (16) hours for each session (fall, spring, and summer are separate sessions). In order to be eligible the teacher must attend at least thirty (30) hours at a Ventura County Spanish class, submit a timecard verifying the hours and completion of the class, and await District verification of attendance with Ventura County;
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e. In connection with the required bilingual/bicultural certificate test fees, the District will reimburse teachers for fees for all such tests with the exception of late fees. If a test is not taken the teacher is responsible for obtaining the refund. In order to be eligible for such reimbursement the teacher must submit a copy of his/her test score(s). The fee will be paid whether or not the teacher passes the test.

f. Payment of the stipend herein is limited to teachers currently teaching a bilingual/bicultural class. Upon actual receipt of a bilingual/bicultural credential or certificate the District shall pay a one-time stipend in the gross amount of $1,000.00; similarly, the District will pay a one-time stipend in the gross amount of $1,000.00 for teachers hired on or after the effective date of this agreement who already have a bilingual/bicultural certificate; the District will pay a one-time stipend in the gross amount of $1,000.00 for teachers who are currently employed in the District, who have earned a bilingual/bicultural certificate, who are currently teaching in a class which requires such certificate, and who have not already received such a stipend.
ARTICLE XX: EMPLOYEE BENEFITS

1. The District and the Association hereby agree to provide for group health insurance through the Gold Coast Joint Benefits Trust (hereafter "Trust Fund") and, therefore, agree to be bound thereto through and by the terms and conditions of the Gold Coast Joint Benefits Trust Participation Agreement. Such Participation Agreement shall be attached hereto as Appendix C and incorporated herein by reference as though fully set forth.

2. The District and Association accept the Trust Fund directors appointed respectively by participating employers (Management) and employee organizations (Labor) as their directors and agree to be bound by the collective decisions of the Board of Directors to the extent such decisions are lawful, are consistent with the Trust Fund's Declaration of Trust and do not conflict with the terms and conditions of the parties' Participation Agreement or this collectively negotiated agreement.

3. Effective July 1, 2015, the District will make the following monthly contributions toward the payment of premiums for group health insurance programs for eligible bargaining unit employees:

   Monthly Amount: $1,101.56 @ 12 months = $13,218.72

   a. Unit members of the association shall commence paying the difference in premiums in August 2003 (11 month employees).

   b. Any time before June 30 of a given school year, a unit member may choose to participate in the District’s Section 125 Plan for the following school year. The Section 125 Plan provides for a monthly pre-tax deduction of the employee portion of the premium payment. If the employee does not elect to participate in the District’s Section 125 Plan by June 30, the employee portion of the premium contribution shall be deducted automatically on a monthly basis from the unit member’s salary.

4. Life Insurance The District shall contribute monthly premiums for eligible unit members life insurance in the amount of $10,000 and $1,500 for dependents.

5. Health Insurance for Retirees Bargaining unit members who retire on or after July 1, 1981, will be eligible for retirees' health insurance benefits subject to the following conditions: This provision shall apply to employees retiring between the ages of fifty-five (55) and sixty-nine (69); the employee...
must have taught in the California public system for at least fifteen (15) years and in the Oxnard School District for eight consecutive years.

For such employees, the District shall contribute the full amount of the employee and dependent coverage for group health, vision, and dental insurance until the employee reaches age sixty-nine (69) or is eligible for Medicare from the employee's own earnings, whichever comes first. It has been the practice of the District to include dependent coverage for all bargaining unit members when they retire.

For retirees who are eligible for Medicare prior to reaching the age of 69 the District's health insurance contribution shall provide secondary/supplemental coverage to Medicare A and B until age 69.

Bargaining unit members employed on a 12-month calendar (fiscal year) shall commence paying the difference in premiums in July 2003.
**ARTICLE XXI: DISCIPLINE**

Discipline shall be for cause, provided that in the exercise of this right the District will not act arbitrarily, capriciously or in violation of the terms of this Agreement.

For the purpose of the Article, discipline shall not be defined to include termination pursuant to California Education Code.

a. **INFRACTIONS**

Grounds for imposition of discipline shall be limited to:

1. Violations of Board policy
2. Violations of site handbooks
3. Tardiness

Penalties: Imposition of penalty under this Section "a" shall incorporate concepts of progressive discipline utilizing verbal reprimands, counseling, written reprimands and letters in the personnel file. Docking for habitual tardiness shall not exceed an amount commensurate to the time missed.

b. **MAJOR INFRACTIONS**

Grounds for more serious discipline are limited to:

1. Insubordination following repeated written warnings in connection with items listed under "a" above,
2. Conduct which endangers the health and/or safety of the employee or other employees and/or students or members of the public,
3. Falsifying and/or misrepresenting facts on District forms or records,
4. Willful violations of the Education Code or other California law,
5. Flagrant disobedience of or willful refusal to follow the reasonable rules, regulations and/or directives governing employment that have previously been brought to the attention of the unit member and/or that is of such a nature that it warrants serious penalty.

Penalties: In the event it is necessary to impose heavy sanctions, penalties shall be limited to:

1. Suspension with or without pay for up to five (5) working days;
2. Involuntary transfers for up to thirty (30) teaching days

*Article XXI: Discipline*
Article XXI: Discipline

or the grading period, whichever is greater, unless the District and the employee agree the transfer will be permanent;

(3) Nothing herein shall limit the District's authority to impose greater penalties where such are specifically authorized by the Education Code or other California law;

(4) Docking for leave abuse under b-3 and tardiness under b-1 may not exceed 1.10 percent of the actual time missed for that incident.

c. With the exception of any accompanying written reprimand, there shall be only one (1) penalty per infraction. The principle of one (1) penalty per infraction shall not apply to conduct documented for purposes of a ninety (90) day notice of unsatisfactory conduct pursuant to Education Code Section 44938.

d. Conduct subject to the employee's formal evaluation is not governed by this Article except to protect the health and/or safety of the employee, students, other employees and the public or where the employee repeatedly and willfully fails and refuses to follow written directives. Except in the latter instances, there shall be no right to representation in the conferences called for under Article X, Evaluation.

e. During any interview that the unit member reasonably believes may lead to discipline, the unit member may request presence of an Association representative. During any interview wherein the administrator is considering recommending or imposing discipline, the administrator shall inform the affected employee of his/her right to request the presence of an Association representative. However, the administrator need not unreasonably delay or postpone the interview to accommodate the representative’s schedule.

Written notice of disciplinary action shall inform the unit member of his/her right to appeal through the Grievance Procedure and his/her right, upon request to the Association, to be represented.

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Article XXI: Discipline
ARTICLE XXII: GRIEVANCE PROCEDURE

1. **DEFINITIONS** A "grievance" is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement.

   For purposes of the Grievance Procedure, a "day" is a day on which the unit member is scheduled for duty. Either party may postpone the processing of a grievance for the duration of a vacation period.

   The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.

2. **RIGHT TO REPRESENTATION** Upon request, an employee may be represented at any or all levels of the Grievance Procedure. In the event an employee is not represented, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

   The Association will exclusively receive time off from duties for the processing of grievances under this Article for unit members who are designated as Association representatives, subject to the following conditions: (a) by no later than ten (10) days following the signing of this Agreement the Association will designate in writing to the Superintendent the names of one representative per school who are to receive the time off; (b) twenty-four (24) hours prior to release from duties for grievance processing the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary; and (c) that time off shall be limited solely to one designee representing a grievant in a conference with a management person and, under no circumstances shall this time off include use of time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

   Unit members whose presence is required for grievance conferences or arbitration hearing shall be released for the period of time for which their presence is actually required.

   Documents, correspondence and records dealing with the processing of a grievance will be filed in a separate grievance file.

3. **NO REPRISALS** No unit member shall suffer any reprisals on account of that person exercising his or her right to file a grievance and to process that grievance through the procedures contained in this Article.
4. **TIME LIMITS**  In order to be timely filed, a grievance must be initiated no later than thirty (30) days following the act or occurrence upon which the grievance is based, or following the date the grievant reasonably should have known of the act or occurrence. Failure by the grievant to meet any time limits constitutes a waiver of the grievance. Failure by the District to meet any time limits allows the grievant to proceed to the next step. At any level of the procedure, the time limits may be extended by mutual written agreement.

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

5. **PROCEDURE**

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

   **Step 1 - Immediate Supervisor**
   a. No later than thirty (30) days following the act or occurrence giving rise to the grievance, or, no later than thirty (30) days following the date upon which the employee reasonably should have known of the act or occurrence, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

   b. The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the agreement allegedly involved and the specific remedy sought.

   c. The immediate supervisor shall communicate a written decision to the employee within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the above time limits, the grievant may automatically proceed to the next step.

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

Step 2 - Assistant Superintendent

a. In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent of Human Resources within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

b. The Assistant Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Assistant Superintendent may request a personal conference within the above time limits. If the Assistant Superintendent does not respond within the above time limits, the grievant may automatically proceed to the next step.

Step 3 - Superintendent

a. If the grievant is not satisfied with the decision at Level 2, he/she may within ten (10) days appeal the decision on the appropriate form to the Superintendent or his/her designee. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

b. The Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or his/her designee may request a personal conference within the above time limits. If the Superintendent or his/her designee does not respond within the above time limits, the grievant may automatically proceed to the next step.

Step 4 - Mediation

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

*Article XXII: Grievance Procedure*
Article XXII: Grievance Procedure

b. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process, the mediator shall schedule and hold an informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for his/her appeal to the mediation process.

c. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to the effect and thus waive the right of either party to any further appeal of the grievance.

d. The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Step 5.

Step 5 - Arbitration

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

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

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

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

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

The decision of the arbitrator shall be final and binding on both parties.
ARTICLE XXIII: COMPLAINTS

1. PARENTAL/PUBLIC COMPLAINTS

   a. The parties recognize that the 1983 revised complaint procedure (5045A BP) is the acceptable procedure for resolving complaints against school personnel if it is impractical for the complaint to be resolved without resorting to the formal procedure. In an effort to supplement that policy, the parties agree as follows:

      (1) At Level 2 and any subsequent levels of the complaint procedure the bargaining unit member, upon request, shall be allowed to be accompanied by an Association representative;

      (2) At Level 5, if the complaint results in a decision by the Board of Trustees, said decision along with the letter of complaint and the unit member's response may be placed in the unit member's personnel file.

      (3) If the complainant fails to pursue the procedure, the complaint shall be deemed withdrawn and the record of such shall not be entered in the employee's official personnel file nor utilized in any evaluation.

   b. Notwithstanding any of the above, it is recognized and agreed that under certain circumstances investigation of parental complaints may result in a recommendation for disciplinary action; in such event, the District may terminate this complaint procedure at any level and proceed with appropriate discipline under the contract and/or the Education Code and the unit member may invoke the applicable contractual and/or code procedure.
ARTICLE XXIV: CONCERTED ACTIVITIES

1. It is agreed and understood by the Oxnard Educators Association, its officers, agents and/or members that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, nor will there be compliance with the request of other labor organizations to engage in such activities.

2. The Oxnard Educators Association recognizes the duty an obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, a slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

3. It is understood that in the event this Article is violated, the Board shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy or administrative directive from any employee and/or the Association.
ARTICLE XXV: MISCELLANEOUS PROVISIONS

Resignation of a Unit Member: The Board may adopt a policy delegating to the Superintendent and/or the Assistant Superintendent, Human Resources and Support Services, authority to accept resignations. For purposes of this Article, acceptance of a resignation by the Superintendent or Assistant Superintendent, Human Resources and Support Services, pursuant to such a policy shall constitute official Board action.
ARTICLE XXVI: COMPLETE UNDERSTANDING

1. During the term of this Agreement, except by mutual consent, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement.

2. To the extent any individual contract of employment between the District and a unit member is inconsistent with the terms of this Agreement, the terms of this Agreement shall be controlling.

3. This Agreement shall supersede any rules, regulations, or practices that are contrary to or inconsistent with its terms. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules and regulations concerning the matters covered herein.

4. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral.
ARTICLE XXVII: SAVINGS

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

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

This agreement shall remain in full force and effect up to and including June 30, 2021 and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, 2021, or March 15 of any successive year, and no later than April 15, 2021 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.
ARTICLE XXIX: JOB-SHARE

This article provides the guidelines under which two teachers may share one assignment. Under no circumstances shall the sharing of a classroom teacher assignment result in District expenditures in excess of the amount budgeted for the single position. This Article shall be effective the beginning of the 2004-2005 school year and shall be applicable to all bargaining unit members participating in Job-Share assignments.

1. DEFINITIONS

Existing Job-Share means a Job-Share in effect as of June 23, 2004 with the unit members in that Job-Share at that time.

Existing Job-Share Teacher means a Job-Share Teacher in an Existing Job-Share.

Job-Sharing or a Job-Share means two permanent teachers sharing the responsibility of one teaching assignment for a period of one (1) school year. Job-sharing shall require a one-year commitment from both teachers. Unless otherwise expressly stated to the contrary, all provisions applicable to Job-Shares (and/or Job-Share Teachers) shall apply equally to Existing Job-Shares (and/or Existing Job-Share Teachers).

Job-Share Teacher means any unit member participating in a Job-Share.

Job-Share work schedule shall be defined as the Job-Share schedule acceptable to the two teachers participating in the Job-Share assignment, the site administrator and the District. Permanent or ongoing alterations to the Job-Share schedule will not be permitted except upon the prior written approval of the site administrator.

2. APPLICATION PROCESS

Two teachers wishing to Job-Share must submit a Job-Share application on a form approved by the District no later than April 1st of the school year immediately preceding the school year in which the teachers wish to Job-Share notwithstanding exceptional circumstances. Job-Share Teachers must apply for the Job-Share assignment on an annual basis. Every application must contain the following information:

A statement that each Job-Share Teacher is a permanent teacher and meets all the credential and job description requirements for the position;

A statement that each Job-Share Teacher has an overall rating of
Article XXIX: Job-Share

maturing or above in each standard on which the teacher was evaluated in his or her most recent evaluation of instructional performance under Article X of this Agreement;

A work schedule acceptable to the site administrator;

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

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

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

The application shall be reviewed, and the District shall notify the applicants of its decision no later than 30 days after an application has been submitted. The fact that a Job-Share application is a re-application does not guarantee that the application will be approved. The decision to approve or deny a request is solely within the discretion of the District. In the event of a denial, the Job-Share applicants (or either applicant) may request a written statement of the reasons for the denial of the request. The denial of a Job-Share application by the site administrator shall not be arbitrary, capricious or discriminatory. Notwithstanding the foregoing, an application to renew an Existing Job-Share that meets the requirements of this Section 2 and that has not be terminated under Section 6 below shall automatically be renewed.

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

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

3. **JOB-SHARE RESPONSIBILITIES**

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

Each Job-Share Teacher shall share academic responsibility proportionally for the assignment. With the exception of Existing Job-Shares, no Job-Sharing shall be permitted on a basis other than 50-50,
Article XXIX: Job-Share

i.e., with each Job-Share Teacher responsible for 50% of the single teaching assignment. Job-Share applicants with configurations other than 50-50 may petition the Superintendent or his or her designee for an individual waiver. Such configurations may include retirees, subject to limitations imposed by applicable law or regulation. The decision of the Superintendent or his or her designee to grant or deny the waiver shall be final.

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

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

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

4. JOB-SHARE CONFERENCE

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

5. SALARY AND BENEFITS FOR JOB-SHARE TEACHERS

The annual salary of each Job-Share Teacher will be prorated at the step and class salary schedule amount that each teacher is otherwise entitled to as a full-time employee. Illness leave shall be prorated for both Job-Share Teachers. Subject to the District’s rules and regulations, a Job-
Share Teacher who is in paid status during the entire school year for which he/she has been approved for a Job-Share (or for an entire semester when the Job-Share requires each Job-Share Teacher in the pairing to work an entire semester each) shall be credited with one-half years’ service for purposes of advancement on the salary schedule, excluding increments for advanced degrees. An Existing Job-Share Teacher who is in paid status during the entire school year for which he/she has been approved for an Existing Job-Share and who performs at least 75 percent of the teaching assignment for that school year shall be credited with one year’s service for purposes of advancement on the salary schedule, excluding increments for advanced degrees.

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

6. **TERMINATION OF JOB-SHARE ASSIGNMENT**

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

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

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

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

Or

6.3 Significant and material deficiencies in classroom instruction or management that continue for 45 days (not including any days in which...
Article XXIX:  Job-Share

Upon expiration or termination of a Job-Share, the Job-Share Teacher not remaining in the Job-Share position shall be placed in accordance with Article VII (Transfers and Reassignments).
ARTICLE XXX:  ELEMENTARY (TK-5) COMPENSATION

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

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

Teachers on Special Assignment (Site TOSAs)

1. Teachers on Special Assignment will have a minimum of five (5) years of classroom teaching experience.
2. The term for a Teacher on Special Assignment will be four (4) consecutive years. At the end of that time, the teacher will return to the classroom for a minimum of one (1) year, and then may reapply for open positions.
3. After site vacancies have been posted (per Article VII: Transfer and Reassignment, Section 2 and Section 3) for two (2) days, Teachers on Special Assignment at a site, may apply for any remaining vacancies at the site. This will occur before said vacancies are advertised district wide.

Teachers on Special Assignment (District TOSAs)

1. Teachers on Special Assignment will be five (5) years of classroom experience.
2. The term for a Teacher on Special Assignment will be four (4) consecutive years. At the end of that time, the teacher will return to the classroom for a minimum of one year, and then may reapply for open positions.
3. For transfer purposes, a District TOSA will maintain site rights at his/her most recent site. District TOSAs will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.
4. All Teachers on Special Assignment will have scheduled hours from 8:30 – 3:30 (inclusive of a 40 minute lunch). If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at Schedule II. All schedule changes require mutual consent and reasonable advance notification.
5. All Teachers on Special Assignment may be required to attend one staff meeting per week scheduled to conclude no later than the end of the eight (8) hour day.

K-2 Reading Teachers

1. K-2 Reading Teachers will have a minimum of five (5) years teaching experience (must include a one (1) year of full-time classroom teaching within the past five (5) years).
2. The term for a K-2 Reading Teacher will be four (4) consecutive years. The teacher may reapply for the position at the end of the four (4) year term.

3. A district pool will be selected and school placement will be based on teacher preference by seniority in the district.

4. During the first ninety (90) instructional days of the school year, all K-2 Reading Teachers will attend three (3) days of district training/professional development in order to coordinate services to sites.

5. For transfer purposes, a K-2 Reading Teacher will maintain site rights at his/her most recent site. K-2 Reading Teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.

6. For transfer purposes, upon the first day of their second year, K-2 Reading Teachers will maintain site rites at their current site.

7. K-2 Reading Teachers shall not be used to substitute in the event of a substitute shortage.
Appendix A: 2020-21

Oxnard School District
2020-2021 School Calendar

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Appendix A: Calendars

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Appendix A: Calendars
# Appendix A: 2021-22

## Oxnard School District
### 2021-2022 School Calendar

### July 2022
- 1: Independence Day Holiday
- 4-5: Staff Development Days (No students)
- 7: Teacher Prep Day (No students)
- 8: First Day of School

### August 2022
- 17-20: Staff Development Days (No students)
- 21: Teacher Prep Day (No students)
- 22: First Day of School

### September 2022
- 3: Labor Day Holiday
- 6: Staff Development Day (No students)

### October 2022
- 11: Staff Development Day (No students)
- 21: Staff Development Day (No students)

### November 2022
- 11: Veterans Day Holiday
- 16-19: Conference Days (Minimum Days for students)
- 22-23: Thanksgiving Holidays

### December 2022
- 17: Minimum Day for teachers and students
- 20-31: Winter Break

### January 2023
- 1: New Year's Day
- 3-7: Winter Break
- 17: Martin Luther King Jr. Day Holiday

### February 2023
- 10-11: Conference Days (Minimum days for students)
- 14: Presidents Day Holiday
- 21: Presidents Day Holiday

### March 2023
- 18: Spring Break

### April 2023
- 5-18: Spring Break
- 21: Spring Holiday

### May 2023
- 30: Memorial Day Holiday

### June 2023
- 1-13: Last day of school (Min. Day for teachers & students)
## 2021-22 Salary Schedule (Credentialed Teachers)

<table>
<thead>
<tr>
<th>Class A Bachelor's Degree</th>
<th>Class B Bachelor's + 15 Units</th>
<th>Class C Bachelor's + 30 Units</th>
<th>Class D Bachelor's + 45 Units</th>
<th>Class E Bachelor's + 60 Units</th>
<th>Class F Bachelor's + 75 Units, and M.A., Ed.D. or Ph.D.</th>
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<tr>
<td>Step 1</td>
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18 mos**                   | $74,439                       | $80,501                       | $85,049                       | $90,056                       | $94,159                                            | $99,477                                            |

16 mos**                   | $76,359                       | $81,721                       | $88,074                       | $92,549                       | $96,626                                            | $102,076                                           |

14 mos**                   | $77,291                       | $82,101                       | $88,952                       | $93,923                       | $98,542                                            | $103,833                                           |

12 mos**                   | $76,107                       | $80,150                       | $86,123                       | $90,314                       | $95,059                                            | $100,753                                           |

9 mos**                    | $75,058                       | $78,117                       | $84,145                       | $89,147                       | $93,250                                            | $98,721                                            |

6 mos**                    | $66,055                       | $69,084                       | $80,172                       | $85,230                       | $89,171                                            | $94,171                                            |

3 mos**                    | $65,914                       | $65,025                       | $78,197                       | $82,392                       | $84,932                                            | $89,928                                            |

1 mos**                    | $61,823                       | $67,018                       | $72,222                       | $79,445                       | $82,062                                            | $82,957                                            |

### Class (Education)

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.

2. Courses must be related to a professional competency and/or subject matter taught in the Oxnard School District.

3. Units above the Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2.5 semester units for each quarter unit taken).

4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verification below).

5. Course work taken in the last semester of the Bachelor's degree program that is credited for graduate credit may be granted for salary advancement.

6. Lower division course work credit is given for computer, and Spanish reading, writing and language. Lower division units taken in part of a graduate course of study and critical to the teacher's credential certificate program will be credited for placement advancement on the salary schedule.

7. Credit may also be given for either lower division courses of the District's Professional Growth Committee pre-approved the courses to be taken prior to the teacher's current assignment.

**STEP (Experience): Credit for prior year's experience for placement on the salary schedule for teachers new to the District shall be granted as follows:**

1. Certificated experience under contract in a U.S. public (K-12) school, a minimum of 10 years is creditable.

2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.

3. Military and Peace Corps: A maximum of 120 years' credit is granted.

4. For more than a total of 120 years' credit is allowed for the two combined.

**VERIFICATIONS:** Beginning Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement shall be verified within 60 days of first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year. Beginning unit members will advance to the appropriate step on the salary schedule effective the month following the beginning unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or its equivalent for placement on Class F.

**DEGREE INCREMENTS:** In the amount of $500 shall be added to the scheduled salary for the employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

**SPECIAL STEPS:** An additional $2,000 per annum is granted to teachers possessing a special education, operation credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Beginning unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive $500 per annum. A $500 increment will be prorated if the beginning unit member agrees to provide second language support.

**ANNUAL INCREMENT:** In the amount of $300 shall be added to the scheduled salary as follows: at the beginning of the 1st year-1.5%, 2nd year-3.25%, 3rd year-5.5%, 4th year-7.5%, 5th year-7.5%, 6th year-10%, 7th year-11.25% and 8th year-11.5%. Years of service must be in the Oxnard School District.

*rev. 06/02/2021*

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**Appendix B: Salary Schedules**
GOLD COAST JOINT BENEFITS TRUST

PARTICIPATION AGREEMENT
(For Employees In A Collective Bargaining Unit)

1. Parties

THIS PARTICIPATION AGREEMENT ("Agreement"), is entered into by and between the GOLD COAST JOINT BENEFITS TRUST, a tax exempt trust under Internal Revenue Code, Section 501(c)(9) (the "Trust"), the Oxnard School District, California (the "District"), and Oxnard Educators Association (the "Union").

2. Term

The term of this agreement shall begin May 1, 2017, and shall continue in effect until terminated pursuant to Section 9 of this agreement.

3. Incorporation of Trust by Reference

All the parties to this agreement verify that they have reviewed and agree to be bound by the terms contained in the document entitled "Agreement and Declaration of Trust Establishing the Gold Coast Joint Benefits Trust," as amended, incorporated herein by reference.

4. Collective Bargaining Agreement

(a) The District and the Union agree that as a condition of participation in the Trust that the negotiating parties will modify the terms of the collective agreements between the parties in order to comport with the provisions of the Trust Agreement and this Participation Agreement; and in the absence of such modification, do hereby further agree that the specific provisions of the Trust and Participation Agreements shall supersede the terms of the collective agreement if there are any conflicting provisions as they apply to participation in the Trust.

(b) This Participation Agreement shall not be effective until the District and the Union provide the Trust a copy of their current collective bargaining agreement and the provisions of such agreement for participation in the Trust are approved by the Trust. The District and the Union shall promptly provide the Trust with copies of any changes in their collective bargaining agreement relative to participation in the Trust.

5. Amendment of Plans and Waiver of Duty to Bargain Plan Changes

(a) During the term of the participation in the Trust pursuant to this Agreement, both the Union and District expressly waive any right to bargain under Government Code Section 3540 et seq., concerning the benefit plans, the insurers, or the claims administration for existing health and welfare benefits. This waiver does not include the contribution rate to the Trust or termination of participation in the Trust, nor does it include the bargaining of benefits not provided by the Trust.
(b) The Trust reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the Trust are not adequate in the judgment of the Directors of the Trust to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least sixty (60) days advance written notice of such changes and notice that additional contribution could avoid such changes.

6. Selection of Benefit Plans and Election Forms

(a) The Trust currently offers an Indemnity Medical Plan 4, vision and dental plans and one prepaid medical plan offered by a licensed Health Maintenance Organizations ("HMO"). Employees eligible for coverage will choose from among these plans during annual open enrollments. Employees will be covered by a medical, dental or vision plan (collectively "Plans") unless stated otherwise in this Agreement.

(b) Benefits are provided in accordance with the Trust's Plan Description Booklet. The Plan Description Booklet explains the Trust's Indemnity Medical Plan 4, which includes medical, prescription drug, mental illness, substance abuse and chiropractic benefits, as well as its eligibility rules. Indemnity dental and vision benefits are described in separate booklets as are the benefits provided by the HMO. Copies of the medical, dental and vision booklets are available upon request.

(c) If the collective bargaining agreement between the District and the Union provides for employees to pay a portion of the contribution, the District is responsible for enforcement of that agreement. The District shall be responsible for payment to the Trust of the full contribution for each employee receiving benefits from the Trust, regardless of any difficulties in the collection of the employee contribution.

(d) The Union and the District will be notified in writing of applicable rates and benefit and eligibility rules changes at least 30 days prior to their effective date. Notice of such changes, as reflected in motions adopted by the Board of Directors, is deemed to have been properly given in the event representatives of the District and Union serve as Directors on the Trust's Board of Directors. If the revised contribution rate is not paid, the Trust may terminate this Agreement in accordance with Section 9.

7. Contribution and Reports

(a) The District shall prepare and submit to the Trust monthly by such date as the Trust prescribes a current list on a Form to be supplied by the Trust, of all current employees who are covered under each of the Plans annotated to add newly enrolling employees and to delete employees who are no longer eligible.

(b) Contributions due for each employee and part-time employee covered pursuant to each respective Plan shall be paid monthly by the District in the amount per employee specified in the Form for each employee included on the monthly list referred to in Section 7(a). The Contribution amount is determined by the Board of Directors. Contributions are due as of the first of the month and pay for coverage for that same month.
(c) Contributions to the Trust shall be considered delinquent if not received by the 10th day of the month in which the contributions were first due, or if postmarked later than the 10th of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the Trust Agreement.

8. Distribution of Materials

(a) The District and the Union agree to cooperate and assist in the distribution to employees of enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.

(b) The Trust will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify the Trust of termination, reduction in hours or death of any employee as required by law.

9. Termination Provision

(a) Either the District or the Union may terminate their participation in this Trust:

(1) Effective as of the date of expiration of the collective bargaining agreement providing for participation in this Trust. If the expiration date of the collective bargaining agreement is not coincident with the end of the plan year (which is June 30th) written notice of intent to terminate participation in the Trust and the other party must be provided no less than 270 calendar days prior to the expiration date of the collective bargaining agreement. Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the expiration date of the collective bargaining agreement; or

(2) Either the District or the Union may terminate their participation in this Trust upon notice to the Trust and other party prior to the end of the plan year for medical coverage (which is June 30th). Notice of intent to terminate participation in the Trust must be provided not less than 270 calendar days prior to the end of the plan year for medical coverage (which is June 30th). Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the end of the plan year for medical coverage (which is June 30th).

Such notice of termination will not by itself relieve either party of any duty to bargain as provided under Government Code Section 3540 et seq.

(b) The Trust may terminate the Agreement if either the Union or the District fails to fulfill the obligations under this agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the Trust demanding payment. Any such notice shall be sent to the District and the Union. If the Trust terminates participation pursuant to this section 9(b) the Union or District’s participation in the Plan will terminate effective as of the final day of the month for which the unpaid contribution was owed and the District will be otherwise subject to the Withdrawal Liability Policy.
(c) Following termination of this Agreement, it is understood and agreed that the parties shall be responsible for payment of eligible claims of covered employees and/or officers incurred on or before the termination date only in accordance with the terms and specifications of the Withdrawal Policy (Attachment A), Agreement and Declaration of Trust establishing the Gold Coast Joint Benefits Trust and of each applicable Plan.

(d) The parties acknowledge that termination of participation includes both active employees and retirees.

(e) The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the Fund upon their withdrawal from participation.

10. Waiver of Claims

The District and the Union hereby waive any claim against the Directors, agents or employees of the Trust for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Directors', agents' or employees' good faith discharge of responsibilities hereunder or under the Trust Agreement.

11. Notice

Any written notice required by or pertaining to this agreement shall be sent to such party by prepaid first class mail or telegram, at the address listed below:

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<thead>
<tr>
<th>If to the Trust</th>
<th>If to the District</th>
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</thead>
<tbody>
<tr>
<td>Gold Coast Joint Benefits Trust</td>
<td>Oxnard School District</td>
</tr>
<tr>
<td>c/o Delta Fund Administrators</td>
<td>c/o Risk Manager</td>
</tr>
<tr>
<td>P.O. Box 2330</td>
<td>1051 South A Street</td>
</tr>
<tr>
<td>Stockton, California 95201</td>
<td>Oxnard, CA 93030</td>
</tr>
</tbody>
</table>

If to the Union

Oxnard Educators Association

21175 N. Ventura Rd. #108

Oxnard, CA 93036
12. Board Ratification

This Participation Agreement shall not be effective until it has been ratified by the School Board governing the District and verification of such ratification is provided to the Trust.

Dated: ____________________
GOLD COAST JOINT BENEFITS TRUST

By: ________________________

Dated: July 13, 2017
Oxnard SCHOOL DISTRICT

By: ________________________

Dated: June 6, 2017
Oxnard Educators ASSOCIATION

By: ________________________

DATE OF SCHOOL BOARD RATIFICATION:

__________________________________________

Appendix C: Gold Coast Trust Participation Agreement
Attachment A

WITHDRAWAL LIABILITY POLICY

FOR THE

GOLD COAST JOINT BENEFITS TRUST PARTICIPATION AGREEMENT

SCHOOL DISTRICT and

EMPLOYEES ASSOCIATIONS and NON-BARGAINING UNIT EMPLOYEES

Withdrawal Liability

1. Effective Date.
   (a) If notice is provided in accordance with paragraph 9(a)(1) of the Agreement the effective
date of withdrawal will be the expiration date of the collective bargaining agreement.
   (b) If notice is provided in accordance with paragraph 9(a)(2) of the Agreement the effective
date of withdrawal will be June 30th of the applicable calendar year.
   (c) In the event the Trust has given notice in accordance with section 9(b) of this
Participation Agreement on account of a contribution deficiancy, a District will be deemed to have
withdrawn from the Trust as of the final day of the month for which the unpaid contribution was owed
and the District will be otherwise subject to this Withdrawal Liability Policy.

2. If a District or Union withdraws from the Trust after participating in the Trust for 36 months or
less, the Trust will develop a separate accounting of all the District's or Union's benefit expenses
incurred by the District or Union participants (including claims incurred prior to the termination date
and paid after), its pro-rata share of administrative expenses, contributions paid by the District or Union,
and any income received or earned attributable to the District's or Union's participation in the Trust
(hereafter "District/Union Associated Revenue" and "District/Union Liabilities"). This account covers
all income and expenses of the District's participating bargaining unit(s) and its non bargaining unit.

Notwithstanding any other provision of this Agreement or the Trust Agreement, if participation in the
Trust is terminated as provided in Section 9 and the District or Union participated in the Trust for 36
months or less, and District/Union Liabilities exceed District/Union Associated Revenue, the District
will be required to pay additional contributions to the Trust equal to the difference (hereafter
"Withdrawal Premium"). If the District or Union participated in the Trust for 36 months or less and
District/Union Associated Revenue exceeds District/Union Liabilities, the Trust has no obligation to pay
the difference.

3. If the District or Union withdraws after more than 36 months of participation in the Trust, the
Trust consultant will calculate the per-participant value of the Incurred But Not Paid (IBNP) reserve as
of the last date of the District or Union’s participation in the Trust. Within approximately 14 months
after the termination date, the Trust’s consultant and auditor will determine the District’s Withdrawal
Premium (if any) by determining whether claims associated with the withdrawing District or Union and
paid after the termination date exceed the District or Union’s per-participant allocation of the IBNP. If
the terminating District or Union’s claims IBNP as of the termination date are less than the District’s or
Union’s per-participant allocation of the IBNP reserve, the Trust has no obligation to pay the District the
difference.
4. Withdrawal Premiums are due 60 days after billed.

5. A Withdrawal Premium shall be treated as a District contribution. If the Withdrawal Premium is not paid by its due date, it shall be treated as a delinquent contribution pursuant to paragraph 7(c) of the Agreement, subject to that paragraph's imposition of liquidated damages.

6. The Withdrawal Premium will be assessed against the District with respect to either a partial or complete termination of participation in the Trust. For example, if a District withdraws only management employees from the Trust, while bargaining unit employees continue to participate in the Trust, a Withdrawal Premium will be due only with respect to the employees who are withdrawn.

7. This provision for withdrawal liability will expire upon the Trust's acceptance of an annual audit that verifies that either the full amount of the Withdrawal Premium has been paid, or no Withdrawal Premium is due. Expiration will not, however, apply to any withdrawal that occurred before such audit is accepted by the Board.

Dated: ____________________________

GOLD COAST JOINT BENEFITS TRUST

By: ______________________________

Dated: July 13, 2017

OXNARD SCHOOL DISTRICT

By: ______________________________

Dated: June 6, 2017

OXNARD EDUCATORS EMPLOYEES ASSOCIATION

By: ______________________________

DATE OF SCHOOL BOARD RATIFICATION:

__________________________________

Appendix C: Gold Coast Trust Participation Agreement
ALTERNATIVE EVALUATION OPTIONS
Professional Development Plan

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

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

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

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

ALTERNATIVE EVALUATION OPTIONS:
(No formal observation required.)

1. Collegial Coaching

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

Requirements:
- at least two peer observations with pre/post conferences
- completion of at least two post observation forms
- beginning/middle/end of year conferences with evaluator and collegial coaching partner(s)
- a final self evaluation summary
Pre-conference: Teachers meet to informally develop a common language and communication rapport. They should also decide upon a teaching standard to be observed and develop a timeline for observations.

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

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

2. Professional Growth Portfolio

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

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

- AB486 Standards-Based Material Training
- Reading RESULTS
- SCWiP - South Coast Writing Project
- California Math Project (or other State sponsored subject matter projects)
- Training and instructional leadership as grade level/department meeting facilitator
- National Board for the Professional Teaching Standards (NBPTS) Certification Candidacy
- Focused Approach (ELD Model)
- Similar Professional Growth Opportunities (as described in “Professional Growth Portfolio” packet)
- Others, as agreed upon

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

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

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

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

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

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

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

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

Preparing the Proposal

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

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

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

3. Evaluation
   What type of evidence or criteria (reflection journal, student work/assessments, data, documents, etc.) will you use to evaluate your professional growth and improve student learning?
4. National Board Certified Teacher Option

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

#### 1. Collegial Coaching – CSTP Standards

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

#### 2. Professional Growth Portfolio – CSTP Standards

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

#### 3. Standard-Based Project – CSTP Standards

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

#### 4. National Board Certified Teacher Option

Beginning of the year conference only.

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*Appendix D: Alternative Evaluation Options and Procedures*
Memorandum of Understanding
Between
Oxnard School District
and
The Oxnard Educators Association

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

For the 2021-2022 School Year:

- The school-wide class size average in extended TK-3 (SEI and DLI) shall be twenty-four 24:1 with no individual class exceeding twenty-six (26) students.

- The class size for combination classes in grades TK-3 shall not exceed twenty-four (24) students.

- The school-wide class size average in grades 4 and 5 in any school shall not exceed thirty-three (33) students, with a .4 variance, with no individual class exceeding thirty-four (34) students.

- The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students.

- All general education, non-specialized programs, combination class teachers shall receive a one-thousand-dollar ($1,000) combo stipend paid over a 11-month period from August to June.

This Memorandum of Understanding shall sunset on June 30, 2022.

Dr. Victor M. Torres, Asst Supt, HR Date
Oxnard School District

Stacie Thurman, President Date
Oxnard Educators Association

Appendix E: MOU Grade Span Adjustment
MEMORANDUM OF UNDERSTANDING

The Oxnard School District ("District") and the Oxnard Educators' Association ("OEA") hereby agree to the following with respect to the interpretation of the term "district seniority", "seniority in the district", or "senior" as that term is used in the current Contract between the District and the OEA ("Contract").

1. Except where otherwise required by law, personnel actions that use seniority as a determining factor should be made based on employees' years of service, rather than dates of hire. These actions include, but are not limited to, the granting of leaves of absence or sabbaticals, employee transfers, and extended year assignments.

2. The term "district seniority", "seniority in the district", or "senior" as it is used in the Contract shall be interpreted to refer to years of service, rather than dates of hire, except where otherwise required by law. "Years of service" shall be defined as first date of paid service as a bargaining unit member in the district and will include, when applicable, time spent on a district approved leave of absence, both paid and/or unpaid. It shall not include the time during a break in service from a resignation or termination of employment.

3. A break in service shall occur when a unit member resigns, retires, or is dismissed.

4. When ties in seniority dates occur, for the purpose of a transfer request, the District shall break the tie through a lottery, except where otherwise required by law.

5. This Memorandum of Understanding ("MOU") is intended to clarify the parties' understanding of the term "district seniority", "seniority in the district", or "senior" as it is currently used in the Contract, and is not intended to change term "seniority" or change the rights of any person or entity under the Contract.

6. The District and OEA also agree to revise Article VIII (A) to provide that vacancies occurring when a school site is not in session will be: a) posted on the District's website on two established days per week (determined by the District), b) sent to unit members by email, and c) the District will also call unit members by phone if they have submitted a request to be contacted by phone to the Human Resources Department.

7. This MOU shall be effective as of the contract year 2008-2009, subject to ratification by the Governing Board of the District.

[Signature for the District]

5/22/09

[Signature for the Association]

5/22/09

Date

Date

Appendix F: MOU Seniority
Memorandum of Understanding
between the Oxnard School District
and
Oxnard Educators Association
July 1, 2020 – June 30, 2021
May 22, 2020

The Oxnard School District (OSD) and the Oxnard Educators Association (OEA) agree to the following language for the District’s one-time contribution to health benefit premiums for unit members participating in the District’s health benefits plan:

For the 2020-2021 School Year:

The District shall calculate the amount of opt-out funds generated by OEA Members from the 2019-2020 school year. One hundred (100) percent of this fund will be used to increase the district contribution for active enrollees. OEA recognizes that this is the final year of the MOU and agrees to begin a review of alternative healthcare plan options with the District.

This Memorandum of Understanding shall sunset on June 30, 2021.

Dated: 5/20/20
By: [Signature]
Oxnard Educators Association

Dated: 5/22/20
By: [Signature]
Oxnard School District

Appendix G: MOU Health Benefit Plan Language for 2020-21
Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators Association
April 26, 2021
Benefits Transition

The Oxnard School District and the Oxnard Educators Association agree to the following terms regarding the transition from Gold Coast Trust to Self-Insured Schools of California (hereafter SISC) for the 2021-2022 school year:

1. To assist in the transition from Gold Coast Joint Benefits Trust to SISC, the Oxnard School District agrees to utilize the funds generated by the “opt out” members in order to cover any amount above the employees monthly District contribution of $1,201.70 ($13,218.72/11) so as to cover the total per month premium for the months of August and September 2021. Any premium amount not covered by the District’s base contribution combined with the “opt out” funds will be the responsibility of the unit member for August and September 2021.

This MOU shall expire in full without precedent on June 30, 2022.

For the District:
Dr. Victor J. Torres, Asst. Supt of HR

Date 4/26/21

For OEA:
Stacie Thurman, President

Date 4/26/21

Appendix H: MOU Benefits Transition