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IDnum 344 **Language** English **Country** United States **State** CA

Union CFT (California Federation of Teachers), part of AFT

Local 2119

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

Bargaining Agency Governing Board of Ojai Unified School District

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1996 **EndYear** 1999

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Notes

Contact

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OFT Master Contract

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OFT Master Contract

Memorandum of Understanding

- **SECTION 1: *Introduction***

- **A. *Goal:***

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

- **B. *Definition:***

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

- **SECTION 2: *Statement of Intent***

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

- **SECTION 3: *Contract Committee***

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

- **SECTION 4: *Scope of Contract Committee***

- **A.** The contract committee shall have the authority within the parameters set by the Governing Board and the Ojai Federation of Teachers Executive Board to enter into tentative agreements regarding any subject within the scope of collective bargaining as determined by the Public Employment Relations Board and the current collective bargaining agreement between the Ojai Unified School District and the Ojai Federation of Teachers.
 - **B.** Any such agreement shall be in writing and signed by the parties. No such agreement shall be in effect or implemented until ratified by both the Ojai Unified School District Board of Education and the Ojai Federation of Teachers, according to each party's procedures.
 - **C.** The committee may meet and enter into such agreements at any time. However, prior to ratifying any alteration or amendment in the

collective bargaining agreement, the parties shall utilize all sunshine procedures required by the Educational Employment Relations Act.

▪ **SECTION 5: *Procedures***

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

▪ **SECTION 6: *Duration***

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

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

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

(signatures, dated 8-1-96)

Gwen E. Gross, Ojai Unified School District Representative

Donald D. Ainsworth, Ojai Federation of Teachers Representative

OFT Master Contract

Article 1

Agreement

- **1.1** The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Ojai Unified School District ("District") and the Ojai Federation of Teachers, Local 2119, CFT-AFT, AFL/CIO ("Federation") an employee organization. This Agreement shall supersede any rules, regulations or policies of the District which are or in the future may be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this agreement shall be uniform in application and effect. Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- **1.2** This Agreement is made and entered into this 30th day of June 1996 by and between the District and the Federation, pursuant to Chapter 10.7, Sections 3540 - 3542 of the Government Code.
- **1.3** The terms of this Agreement shall remain in effect from July 1, 1996, up to and including June 30, 1999, except as expressly provided in Section 1.4 of this Article. Thereafter, this Agreement shall continue in effect from year to year unless one of the parties notifies the other, in writing, of its intentions to modify, amend or terminate specific Articles.
- **1.4** Annually, Articles dealing with Salaries, Hourly Rates, Stipends and Other Compensation, and Health and Welfare Benefits shall be re-opened for negotiations.
- **1.5** IN WITNESS WHEREOF, both parties hereto have executed this Agreement on this 1st day of July, 1996.

(signatures)

**OJAI FEDERATION OF TEACHERS,
LOCAL 2119, CFT, AFT, AFL/CIO**

Donald D. Ainsworth, President, Ojai Federation of Teachers

Ronnie Rodriguez

Martha Ditchfield

Richard L. Metheny

Linus J. Raibys

Ken Reeves

OJAI UNIFIED SCHOOL DISTRICT

Muriel Lavender, President, Board of Education

Karen A. McBride

Vincent W. France

Tim Peddicord

Rikki Horne

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Article 2

Federation Recognition

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

OFT Master Contract
Article 3
Definition of Terms

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

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Article 4
Federation Rights

- **4.1** The Federation may designate five (5) representatives (or their alternates) who shall receive reasonable release time to attend negotiations and impasse proceedings until bargaining is concluded.
- **4.2** The Federation shall have the right to release time for members of the unit for certain Federation activities:
 - **4.2.1** The members of the unit shall have the right to one (1) shortened day a year for a bargaining unit meeting.
 - **4.2.2** Federation representatives shall have the right to meet with the Principal, at the request of either party, to discuss matters of mutual concern as they relate to the implementation of this contract. The time of the meetings shall be mutually determined by the Principal and Federation representative.
- **4.3** Names of all members of the bargaining unit, and addresses and telephone numbers, if authorized by the employee, shall be provided without cost to the Federation no later than October 15th of each school year.
- **4.4** The District agrees that, according to Government Code, Article 4, Section 3543.1(d), the Federation shall have the exclusive right to payroll deduction of dues. The District will deduct, at no cost to the employee or to the Federation, the amount of dues certified by the Federation as the amount uniformly required for all members and pay the amount so deducted to the Federation.
 - **4.4.1** Membership in the Federation is not compulsory. An employee may join the Federation and maintain membership consistent with the Constitution and Bylaws of the Federation. No employee will be denied membership because of age, race, color, creed, national origin, sex, political affiliation, marital status, or life style.
 - **4.4.2** The Federation will represent, fairly and equally, all the employees in the bargaining unit, members and non-members.
 - **4.4.3** A bargaining unit member may join the Federation at any time during the year, and if so requested of the District, the dues deduction for that member shall commence with the next pay period. A Federation member, once enrolled will remain enrolled from year to year unless revoked in writing.
 - **4.4.4** All funds collected by the District, as a result of dues deductions, shall be remitted promptly to the appropriate financial officer designated by the Federation.
 - **4.4.5** A list showing the employees' names and the amount of dues deduction shall be sent to the Federation upon request, at no cost to the Federation.
- **4.5** The Federation shall receive the notices, directives, memoranda, bulletins, etc., issued from the District office relating to teachers generally.
 - **4.5.1** The District shall send three (3) copies of the Agenda and Minutes of each meeting of the Board of Education to the Federation at the same time that they are sent to the members of the Board. A representative of the Federation shall have the right to speak to any item on the Board Meeting Agenda.

- **4.5.2** The District shall make available to the Federation any and all public information, statistics, and records concerning the School District which the Federation may deem to be relevant to negotiations or which are necessary for the proper enforcement of this contract. The word "public", as used in this section, shall refer to any documents, but not be limited to those named above.
- **4.6** The Federation shall have the right to communicate between the Federation and members of the bargaining unit during non-instructional time.
 - **4.6.1** The Federation shall have the right to hold meetings at School District facilities upon request to, and approval of, the Administrator in charge of the building.
 - **4.6.2** The Federation shall have the right to use the teachers' mail boxes for the purpose of communicating with employees.
 - **4.6.3** The District agrees to provide bulletin board space in each school in a location convenient and readily visible to teachers for the exclusive use of the Federation.
 - **4.6.4** Federation representatives shall have the right to visit the schools. Representatives shall make their presence known to the appropriate authority in the school.
- **4.7** The Federation has the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
 - **4.7.1** Meetings shall be arranged between the parties concerning the above. There shall be no less than one such meeting per school year.
- **4.8** The District shall grant release time without loss of compensation for representatives of the Federation.
 - **4.8.1** The President of the Federation or his/her designee shall have release time of five (5) days per year without loss of compensation, and ten (10) additional days for which the Federation agrees to pay the cost of the substitute. Such release time shall be for the express purpose of conducting Federation business.
- **4.9** The Federation and its members shall have rights regarding use of District facilities and equipment.
 - **4.9.1** The Federation and its members shall have the right to make use of the District's facilities, buildings, and school equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such does not interfere with the normal student instruction or work production of the District. The Federation agrees to leave facilities, buildings, and/or equipment used in a clean and orderly condition.
 - **4.9.2** The Federation and its members shall have the right to purchase expendable office supplies and other materials from the District's supplies at the price paid by the District. Supplies must not be used unless purchased.

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Article 5
Professional Rights

- **5.1** The District shall not discriminate against any employee on the basis of race, creed, political affiliation, national origin, sex, age, marital status, or membership in, or association with, the activities of any employee organization.
- **5.2** The District shall ensure that teachers are provided with the necessary privacy to facilitate teaching and learning, and to promote the professional well-being of the unit members:
 - **5.2.1** The District shall provide heated, cleaned, and appropriately furnished lounges, lunchrooms, restrooms, and workrooms at each school site. A telephone shall be provided in each lounge.
 - **5.2.2** The District shall make available for staff use sufficient eating facilities, either in a cafeteria or specially designated room for eating, and separate from student facilities.
 - **5.2.3** Listening, recording, television, or any hidden monitoring devices shall not be used to violate teachers' rights.
- **5.3** Since freedom of expression and academic freedom are essential to the fulfillment of the purposes of education, teachers shall be protected by the District from censorship or restriction which might interfere with their obligations in the performance of their teaching duties. It is understood that reasonable good taste and professional judgement shall be exercised at all times.
- **5.4** In all instances regarding employees and their employment rights, seniority shall be the foremost consideration.
 - **5.4.1** Seniority shall be the length of continuous certificated service of a unit member in the Ojai Unified School District.
 - **5.4.2** A list shall be maintained by the Administration indicating the seniority of each member of the bargaining unit in the School District. Such list shall be made available to the Federation by October 15th of each year. The District shall provide this roster to the Federation at no cost to the Federation.
- **5.5** Employee reprimand and parent/student complaint procedures shall be adhered to.
 - **5.5.1** No employee shall be reprimanded or deprived of any rights without just cause.
 - **5.5.2** No employee shall be reprimanded within public view or hearing of students, parents, or other employees.
 - **5.5.3** Any employee who may be reprimanded shall first be contacted by his/her immediate supervisor in a private manner. If the employee so chooses, a representative of the Federation may be present during the time the employee is being reprimanded.
 - **5.5.4** Any formal complaint by a parent or a student which is directed toward an employee shall be submitted immediately in writing to the employee, and the complainant's identity stated. The employee has the right to explain the cause of, and defend against, the complaint. No further action against any employee shall be taken on the basis of a complaint without a conference among the complainant, the

employee, a representative of the Federation, if requested by the employee, and the District or its representative; nor shall any notice thereof be included in the employee's personnel file if the complaint is not substantiated.

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Article 6

Teaching Conditions

- [Class Size](#)
- [Conference/Preparation Periods](#)
- [Supplementary Materials](#)
- [Procedures](#)
- [Furniture/Keys](#)
- [Assignments \(Secondary\)](#)
- [Facilities/Privacy](#)
- [Personal Safety](#)
- [Administrative Support](#)

- **6.1.1** In Kindergarten and Grades One, Two and Three (K-3) the class size maximum shall not exceed thirty-one (31) students per teacher. In Grades Four, Five and Six (4-6), the class size maximum shall not exceed thirty-two (32) students per teacher. The maximum class size for any combination of grade levels shall be three (3) students less at each level - - twenty-eight (28) in K-3, twenty-nine (29) in 4-6. The limit shall be twenty-eight (28) for a Third/Fourth grade combination. State maximums will be adhered to.
 - **6.1.1.1** If any elementary class exceeds the stated maximum (see [Section 6.1.1](#)) for a period of five (5) consecutive working days (not including the first 2 weeks of the school year), one (1) additional hour of aide time per day will be allocated for each student over the maximum. If aide time is allocated and the class size decreases below the stated maximum for a period of five (5) consecutive working days, the aide time may be withdrawn.
- **6.1.2** In the secondary schools, the student contact maximum shall not exceed one hundred seventy-five (175) students per teacher.
 - **6.1.2.1** If any teacher's student contact exceeds the one hundred and seventy-five (175) maximum for a period of ten (10) consecutive working days (not including the first three (3) weeks of the school year), clerical aide time shall be allocated at the rate of one (1) hour per day for each three (3) students over the maximum. If aide time is allocated and the teacher's student contacts decrease below one hundred seventy-five (175) for a period of ten (10) consecutive working days, the clerical aide time may be withdrawn.
- **6.1.3** Certain classes on the secondary level, because of subject matter, limited facilities, safety, and group involvement, may be excluded from the maximum stated above in Section 6.1.2 (e.g., Physical Education, Music, Student Government).
 - **6.1.3.1** In Physical Education classes of 50 or more students, an adult Physical Education Aide shall be provided for that

class. The same waiting periods specified in [Section 6.1.2.1](#) for clerical aide time shall apply to the Physical Education Aide allocation.

- **6.1.4** Special Education classes and Speech Therapist's assignments shall not exceed the pupil-teacher ratio as set down by the Public Acts concerning these areas.
- **6.1.5** Counselor-Pupil ratio at Nordhoff High School shall not exceed 1/375 - - portions of the Assistant Principal's time may be applied to the ratio.
- **6.2** Conference/Preparation periods shall be scheduled for all secondary teachers for a minimum of one (1) conference/preparation period per day or the equivalent thereof:
 - **6.2.1** If a full-time teacher volunteers to teach a sixth class for a semester, she/he is to be compensated at the rate of 16.6% of her/his salary.
 - **6.2.2** For any assignments less than 100%, an employee is to be compensated at the rate of 20% per period assigned at the appropriate placement on the salary schedule with no additional compensation for a prep period.
 - **6.2.3** Members of the bargaining unit who voluntarily accept an occasional substitute assignment during their prep period will be compensated at the certificated hourly rate.
- **6.3** On-site faculty shall participate in recommendations on discretionary budget allocations which are pertinent to that particular school, including conference budgeting:
 - **6.3.1** Funds for supplementary materials shall be provided at all sites.
 - **6.3.2** Each bargaining unit member shall have the opportunity to purchase supplementary teaching supplies and materials upon approval of the Principal.
- **6.4** Classroom interruptions shall be kept to a minimum. The Principal and Federation representatives shall cooperate in minimizing interruptions.
- **6.5** Good faith attempts shall be made to keep teacher mobility to a minimum.
- **6.6** Each teacher shall have a desk, metal filing cabinet, closet, and storage space for personal possessions and teaching supplies.
 - **6.6.1** The aforementioned shall be capable of being locked.
 - **6.6.2** The District shall provide locks and keys at no cost to unit members.
 - **6.6.3** Necessary keys provided by the District to a unit member shall be retained by the unit member until the end of the school year, or as agreed to by the unit member and the building site Principal.
- **6.7** Every effort shall be made to see that no teacher at the secondary level shall have assignments in more than two (2) departments in any one school year.
 - **6.7.1** Every effort shall be made to see that no teacher at the secondary level shall have assignments in excess of three different preparations in one semester.
 - **6.7.1.1** The site principal may assign a secondary teacher an involuntary fourth (4th) preparation for a period of time not to exceed any two (2) semesters in a three (3) year period.
 - **6.7.2** The District agrees that it will not be arbitrary or capricious if exceeding the limits imposed by [6.7 and 6.7.1](#) of this Article.

- **6.8** Sufficient and appropriate space and privacy shall be provided to unit members to facilitate conferences with other professionals and/or parents. Efforts shall be made by the District to install telephones which ensure privacy.
- **6.9** Physical facilities, including sufficiently equipped workrooms at each site, shall be provided to all unit members so that they may fulfill their teaching responsibilities.
- **6.10** The District shall take all reasonable steps to provide safe and non-hazardous working conditions.
 - **6.10.1** When the site administrator receives written, verified information from another school or from a law enforcement agency or court system that an enrolled student has been found guilty of any of the actions listed in [#6.10.2](#) below, or if the school takes disciplinary action leading toward expulsion on a student for actions, the classroom teacher or teachers who have this student will be given the opportunity to be informed of incidents within five (5) working days.
 - **6.10.2** Actions of student of which teachers will be informed are:
 - a. Physical assault or battery
 - b. Possession of a weapon
 - c. Selling drugs
 - d. Expulsion.
 - **6.10.3** Teachers of students with this kind of verified record will be informed for three (3) years after occurrence of the incident. The district shall not be liable for failure to comply with this section if, in a particular instance, it is demonstrated that the district has made a good faith effort to notify the teacher. The district and site administration will make every effort to provide this information in a timely manner. Routine notification will be provided by the beginning of the fourth week of each school year.
 - **6.10.4** All information provided is to be kept confidential.
 - **6.10.5** In order to reduce the chance for violation of confidentiality the following procedures will be implemented:
 - The administrators will send out a notice at the beginning of the year to all staff advising them that if they have any of the students on a list provided that they should contact the administration regarding Ed. Code 49079.
 - Information regarding the student will be communicated verbally.
 - The teacher will sign-off on the administrator's list that they have been informed, or have chosen not to be informed.
 - Copies of the sign-off sheet will be provided to the Union president. The sign-off sheet will not contain any confidential information.
 - **6.10.6** Any teacher who is threatened with bodily harm or who suffers bodily harm by an individual or group while carrying out his/her assigned duties shall promptly report such threat to the Principal, who will inform the Superintendent and the designated law enforcement authority.
 - **6.10.7** The District shall give assistance in accordance with applicable law for any physical assault upon, harassment of, or violation of the civil rights of the teacher in the exercise of his/her duties.
 - **6.10.8** The District may reimburse a teacher for any damage or destruction or loss of clothing or personal property resulting from

assault on the teacher while he/she is acting within the course and scope of employment on the school premises or at a school-sponsored activity.

- **6.10.9** In the event of a bomb threat or similar threat, no teacher shall be required to make searches, other than visual, for dangerous or hazardous materials.
- **6.11** The procedures for teachers to appeal decisions regarding the placement of students in special classes shall conform with State law.
- **6.12** Extra duties within the scheduled work day shall be assigned fairly and equitably.
 - **6.12.1** It is understood there will be supervision of scheduled extracurricular activities on an equitable basis by school. No teacher will be required to work Saturday or Sunday.
- **6.13** Unit members shall have the backing and follow-up support of the Administration in discipline cases in order to promote high behavior standards, high student and teacher morale, and a climate favorable for teaching and learning.
 - **6.13.1** The Administration at each site will comply with the law in excluding from the classroom any continually disruptive and/or dangerous student.
 - **6.13.2** The District is responsible for giving all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom and/or on the school grounds. Whenever there is evidence that a particular student needs special attention, the teacher shall initiate a proper referral through the appropriate person, e.g., Principal, Counselor, Assistant Principal.
 - **6.13.3** If requested by the employee, the Principal or immediate supervisor shall, within two (2) days, arrange for a conference with the employee to decide upon appropriate steps to resolve the problem.
 - **6.13.3.1** If the conference participants decide that further intervention is necessary, the student will be referred to the Student Study Team. The Student Study Team will determine appropriate interventions, which may include testing, to be administered in accordance with applicable laws.
 - **6.13.3.2** If said student with special classification is returned to the classroom, various alternatives will be implemented to facilitate the instructional program.
 - **6.13.4** A written description of the rights and duties of all employees and Administrators, with respect to student discipline, and the rights of suspended students, shall be incorporated in each school handbook.
 - **6.13.5** An employee may refer a student to the school Administration when the severity of the offense or the persistence of the misbehavior makes the continued presence of the student in the classroom and/or on the school grounds disruptive to the educational process.
 - **6.13.5.1** Immediate suspension from class may result from any persistent disobedience which interferes with the well being of other students or that prevents the teacher from carrying on normal class activities. If a teacher suspends a student, State law requires a teacher/parent conference within twenty-four (24) hours.
 - **6.13.5.2** Repeated instances of gross misbehavior, or any verbal or physical attack upon any teacher may be just cause for permanent exclusion from class.

- **6.13.5.3** The school Administration will maintain, in a location available for staff use, individual records of students with serious problems. Access to records will be by Administrator approval.
- **6.13.6** A student's grades shall be changed only upon authorization of the teacher involved. Education Code mandates shall be followed.
- **6.13.7** A pupil will not be dropped from a class or transferred from teacher to teacher without a conference with the teachers involved, unless it is a scheduling conflict.
- **6.13.8** No minor or adult may enter a school and interfere with the school program, or abuse or upbraid an employee either in the performance of his/her assigned duties or in the presence of students.
- **6.13.9** Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or immediate supervisor, who shall immediately report the incident to the proper authorities. The Principal or supervisor shall advise the employee of his/her rights with respect to assault, and shall render assistance to the employee in connection with the handling of the incident by law enforcement authorities.
- **6.13.10** The District shall provide an agreement with a qualified insurer which insures the employee with at least ten million dollars (\$10,000,000) coverage against personal liability for damage, death of a person, injury to a person, or damage or loss of property caused by the negligence of the employee acting within the scope of his/her employment.
- **6.13.11** All employees must follow applicable law regarding suspected child abuse.

OFT Master Contract

Article 7

Days and Hours of Employment

- **7.0** The number of scheduled work days for employees shall be as follows:
Teachers - - one hundred and eighty-four (184) days, Junior High Counselors - - one hundred and ninety (190) days, and High School Counselors - - one hundred and ninety-four (194) days.
- **7.1** The number of school days shall include one hundred and eighty (180) days of instruction.
- **7.2** The District calendar for each year shall be determined by mutual agreement between the Federation and the District.
 - **7.2.1** Each individual school activity calendar shall have faculty input (e.g., P.T.O. Meetings, Christmas Programs, etc.)
- **7.3** At all levels, it is assumed that the employee will devote forty (40) hours each week to teaching duties and professional responsibilities.
 - **7.3.1** It is understood that an employee will complete his/her professional responsibilities as to faculty and departmental meetings, site committees, curriculum committees, staff development, parent conferences, student conference, appointments with administration, and necessary preparations for the classroom.
- **7.4** Although the beginning and ending time of an employee's day will vary among the several schools in the District, it is expected that each employee's service will be available for a period of seven (7) hours, excluding duty-free lunch period. With the understanding that the individual employee will complete his/her professional responsibilities ([See 7.3](#)), an employee may leave campus fifteen (15) minutes after the completion of his/her contracted assignment.
 - **7.4.1** The faculty at each site will make recommendations to the principal to establish their beginning and ending schedule times based upon a seven hour work day, excluding a duty free lunch period. It is the responsibility of each Principal to determine the needs of the school with respect to the beginning and ending time of the student day and employee work day.
- **7.5** On a given day an employee may, for good cause and with prior notice to and approval of the school Principal, arrive on campus later than the normal beginning time, or leave campus earlier than the normal ending time of the work day.
- **7.6** Employees with a specialist staff assignment, whether assigned at one location or on an itinerant basis, shall have the same required time schedule as other employees with classroom teaching assignments.
- **7.7** Each unit member shall initial in and out on a District provided form.
- **7.8** Each unit member is entitled to a duty-free lunch period, and a relief time each day of no less than twenty (20) minutes. The lunch period shall be the equivalent of the student lunch period, or forty (40) consecutive minutes, unless modified by a majority teacher vote.
 - **7.8.1** Unit members shall be permitted to leave their school sites during the lunch period.

- **7.10** Teacher-initiated field and activity travel related to the employee's instructional program, which takes place after the scheduled work day, will not be compensated by time and money.
- **7.11** Faculty meetings at each site shall be held no more frequently than once each month with the exceptions required to facilitate the opening of school or under other exceptional circumstances. Principals will provide agendas for the scheduled meetings, and shall permit employees to place items on the agendas.
- **7.12** Shortened days for inservice training, staff development, parent-teacher conferences, open house, back-to-school night, etc., will be scheduled by the District.
 - **7.12.1** In the elementary grades, 12:00 noon - 12:30 p.m. dismissal will occur on the Fridays preceding parent conference weeks and/or the weeks during which report cards are to be distributed, a total of four (4) times per year for report card and parent conference preparation.

OFT Master Contract

Article 8

Salaries, Hourly Rates, Stipends, and Other Compensation

- [Step Change Notification](#)
- [Initial Step Placement](#)
- [Step Advancement](#)
- [Counselors](#)
- [Mileage](#)
- [Payment Schedule](#)
- [Special Assignments](#)

- **8.0** The following provisions and principles regarding salary and other compensations are adopted:
- **8.1** The salary and other compensations outlined in and appended to this contract shall be effective on the first working day of each academic year.
 - **8.1.1** In order that budgetary provisions for higher salary be made, an employee who expects to qualify for a higher education classification shall notify the District *in writing* as follows:
 - **1.** By March 1st of the preceeding school year, to qualify for a higher education classification at the commencement of the subsequent school year;
 - **2.** By October 1st of the present school year, to qualify for a higher education classification, effective February 1st of the same school year.
 - **8.1.2** Any upper division courses which earn academic credit for an academic degree may be applied for column advancement on the schedule. In special circumstances credit may be granted for lower division courses. Quarter units are converted to semester units by multiplying quarter units by .67.
 - **8.1.3** By March 15th the Employer shall provide the Federation a statement indicating the projected placement on the salary schedule of each employee, a final revision of which shall be provided to the Federation by July 1st.
- **8.2** Initial Step Placement - Employees shall be placed on the appropriate positions on the salary schedule in accordance with the degrees and advanced preparation they have completed.
 - **8.2.1** Employees shall be given credit on a year-for-year basis at the time of initial placement on the salary schedule for previous school teaching experience, not to exceed five (5) years. Additional credit for experience may be granted by the Employer. Seventy-five percent (75%) of student days is required for one year of credit.

- **8.2.2** A maximum of two (2) years of pertinent, closely related non-teaching experience, including service in the Armed Forces, may be counted.
 - **8.2.3** Part-time teaching shall be computed to the nearest half-year for credit allowance.
 - **8.2.4** Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If employed for 50% or more of a full-time assignment of a school year, the employee shall be given credit for that year's experience for salary schedule advancement purposes. If employed less than 50%, the employee shall advance every other year on the salary schedule.
- **8.3** All unit members working full-time will be paid a full contract salary. All unit members working less than full-time shall receive a pro-rated salary.
- **8.4** All compensation for extra duties shall be paid on a separate check whenever possible.
- **8.5** Revenues received for the sale or franchise of curriculum materials developed by unit members on their own time shall be returned to those who developed them.
- **8.6** Senior high school counselor's compensation shall be a combination of the employee's placement on the salary schedule plus ten percent (10%). Junior high school counselor's compensation shall be a combination of the employee's placement on the salary schedule plus six percent (6%).
- **8.7** Employees who use their own automobiles in the authorized performance of their duties shall be reimbursed for all such travel at the rate allowed for tax purposes by the Internal Revenue Service.
 - **8.7.1** Employees who do not own or have access to an automobile, or who do not drive, shall be excluded from duties which would require automobile travel.
- **8.8** Salary payments shall be made in either ten (10) monthly payments of one-tenth (1/10th) of the annual salary, or twelve (12) monthly payments of one-twelfth (1/12th) of the annual salary.
- **8.9** Compensation for special assignments shall be determined through consultation and agreement among the Federation, the Employer, and the employee(s) involved.

OFT Master Contract

Article 9

Health and Welfare Benefits

- **9.0 Eligibility** - All full-time employees will receive the following Health and Welfare Benefits:
 - Major Medical Plan for employee and dependents.
 - Dental Plan for employee only.
 - Vision Plan for employee and dependents.
 - Life Insurance Plan for employee only.
 - In the event husband and wife are both employees of the District, the District will purchase one (1) health plan, one (1) vision plan, two (2) dental plans and two (2) life insurance plans.
 - Any employee working less than full-time (100%) will receive a prorated District contribution toward the listed benefits, at the selection of the employee.
- Example: An 80% employee would receive a credit of 80% of the District's total contribution to pay the specific premiums selected by the employee. If the District's contribution does not equal the premium, the deficit must be paid through payroll deduction by the employee. If the employee selects a benefit which is less than the pro-rata share to be provided by the District, that shall be his or her complete entitlement for that selection period.

OFT Master Contract
Article 10
Evaluation Procedures

- **10.0** Every probationary and temporary employee shall be evaluated by the Administration in writing at least once each school year, no later than March 1st.
- **10.1** Every permanent employee shall be evaluated by the Administration in writing every other year, no later than May 1st. When necessary, additional evaluations will be arranged.
- **10.2** No later than the end of the sixth school week of the year in which evaluation is to take place, the evaluator and the evaluatee shall meet to discuss and agree on the objectives upon which the evaluation is to be based.
 - **10.2.1** Evaluation instruments and criteria will be reviewed by the Federation.
- **10.3** Each evaluation shall be based upon at least two observations, each lasting no less than twenty (20) consecutive minutes, and shall be followed by an evaluation conference in which the evaluator and the evaluatee shall review the observations and what is to be incorporated into the written evaluation.
 - **10.3.1** Signed and dated copies of the evaluation shall be submitted to the evaluatee within five (5) working days after the evaluation.
 - **10.3.2** Within ten (10) working days after receipt of the evaluation, the evaluatee shall be given an opportunity to discuss thoroughly the evaluation with the evaluator prior to placement of the evaluation in the Personnel File. The evaluatee has the right to have a representative of the Federation present at such a meeting.
 - **10.3.3** The evaluatee shall have the right to respond in writing to any evaluation, observation, or conference summary, and to date, sign, and attach such response thereto, before such evaluation, observation or conference summary is placed in the evaluatee's personnel file.
- **10.4** If any deficiencies are noted in the evaluation, the supervisor shall be responsible for establishing with the evaluatee a program of remediation, to include observations, evaluations, and recommendations for improvement, and direct assistance in implementing recommendations for improvement. The evaluatee shall be informed of his/her progress.
 - **10.4.1** All evaluations shall be entered in the evaluatee's personnel file.
- **10.5** If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall be sealed in the evaluatee's file after four (4) years.

OFT Master Contract
Article 11
Personnel Files

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

OFT Master Contract

Article 12

Transfers

- **12.0** Transfers:
- **12.1** A transfer refers to any District action which results in a movement of an employee from one site to another. A transfer may be employee-initiated ("voluntary") or District-initiated ("involuntary").
- **12.2** Voluntary transfers - An employee may request a voluntary transfer to take effect during the school year or at the beginning of the next year. In either event, the request shall be made in writing and sent to the Certificated Personnel Office.
 - **12.2.1** All requests for voluntary transfers for vacancies opened by the District shall be considered primarily on the basis of three criteria; (1) credentials to perform the required services; (2) highest qualifications; and (3) seniority as applies to the vacant position.
 - **12.2.2** Voluntary transfer requests shall be given first consideration.
 - **12.2.3** No employee shall be coerced by the District to seek a voluntary transfer.
 - **12.2.4** If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial. Such reasons shall be in writing if requested by the employee.
- **12.3** Involuntary transfers shall not be punitive or disciplinary in nature. They shall be based exclusively on the legitimate education-related needs of the District.
 - **12.3.1** An employee to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies, or anticipated vacancies as indicated in [Section 12.4](#) of this Article, and the District shall honor such requests on the basis of qualifications, the required credentials, and teacher morale.
 - **12.3.2** An employee who is to be involuntarily transferred shall be given the specific reasons in writing for the pending transfer.
 - **12.3.3** An involuntary transfer shall not result in the loss of compensation or any fringe benefit to an employee.
 - **12.3.4** The principle of "last in, first out" shall be given consideration if staff must be reduced at a given site.
- **12.4** Notices of vacancies shall be posted in each building whenever possible and as soon as such vacancies are determined. Such notices shall include the position, description and location, or subject matter assignment, credential requirement, and closing date.
 - **12.4.1** Copies of all notices of vacancies shall be mailed to the Federation at the same time or prior to such posting.
 - **12.4.2** If all factors are equal among the applicants, preference shall be shown toward a candidate from within the District.

OFT Master Contract
Article 13
Leaves

- [Sick Leave](#)
- [Accident or Illness Leave](#)
- [Personal Necessity Leave](#)
- [Maternity Leave](#)
- [Family and Medical Leaves](#)
- [Child-Rearing Leave](#)
- [Bereavement/Serious Illness Leave](#)
- [Judicial and Official Appearance Leave](#)
- [Military Leave](#)
- [Personal Leave](#)
- [Long-Term Public Service Leave](#)
- [Short-Term Personal Business Leave](#)
- [Regular Year's Leave-of-Absence](#)
- [Sabbatical Leave](#)
- [Professional Growth](#)

- **13.0 Sick Leave:**
- **13.1** Annually, every employee is entitled to ten (10) days sick leave from the first day of employment. Unused sick leave is accumulated from year to year, is transferable between Districts, and is credited towards retirement in accordance with the Education Code and other applicable statutes.
 - **13.1.1** Sick leave shall include time for necessary physical examinations, x-rays, dental surgery, etc.
 - **13.1.2** An annual report of each employee's status regarding accumulated sick leave shall be furnished by the District to each employee.
 - **13.1.3** Extended sick leave (a maximum of five (5) months) shall be governed by the Education Code. Compensation shall be the differential between the cost of the substitute and the employee.
- **13.2 Accident or Illness Leave:**

An employee shall be provided leave-of absence for industrial accident or illness under the provisions of the Education Code and other applicable State law.

- **13.3 Personal Necessity Leave:**

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

- **13.3.1** Personal necessity shall be limited to:

- (a) serious illness of a member of the employee's immediate family
 - (b) an accident involving the employee's person or property, or the person or property of the employee's immediate family
 - (c) other personal necessities allowed at the discretion of the Superintendent or his/her designee, provided that under no circumstance shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation period or for recreation, or for matters which can be taken care of outside teaching hours.
- **13.3.2** The term "immediate family of the employee" shall include, spouse, child, parent (or any person who has actually served in the capacity of parent), brother or sister, parent-in-law, grandparent, grandchild, step-child, step-brother or step-sister, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or other member of the immediate household.
- **13.4 Maternity Leave:**

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

- **13.4.1** The period of leave shall start at the time the physician's statement certifies the commencement of the disability, and may continue for a period of six (6) weeks after the birth of the child, or at the time specified in the physician's statement.
 - **13.4.2** The term "disability" as used in this section shall be defined as a physical condition which precludes the employee's performing the usual duties of her position.
 - **13.4.3** During the period the employee is using sick leave for disability due to pregnancy and childbirth, the District will maintain the employee's health and welfare coverage.
 - **13.4.4** The District shall comply with State and Federal statutes as they pertain to medical benefits for maternity disability.
- **13.5 Family and Medical Leaves:** Employees are entitled to the following leave provisions under the terms of this contract and the Family and Medical Leave Act (up to 12 weeks).
 - **13.5.1** Family and medical leaves may be taken for the following reasons:
 - (a) birth of a child, adoption, legal placement of a foster child within one year of occurrence
 - (b) care of newborn child within the first year after birth
 - (c) care of child (including biological, adopted, foster child, step-child or adult child) with serious health problem
 - (d) care of a parent or spouse with a serious health problem.
 - **13.5.2** Employees must have been employed with the district for one year of continuous full time service or the equivalent thereof prior to taking the twelve week family leave.

- **13.5.3** In order for an employee to take advantage of the twelve week family leave with paid benefits, they must have used all accrued:
 - (a) paid personal days [\(13.10\)](#)
 - (b) personal necessity leave [\(13.3\)](#)
- **13.5.4** Employees who take family leave in excess of twelve weeks for child rearing may do so under the provisions of section [13.6](#).
- **13.5.5** Medical certification will be required to take family leave for reasons of serious illness of a child, spouse or parent.
- **13.5.6** If both a husband and a wife are employed by the District the leave for birth, adoption, or placement of foster child will not exceed a total of twelve weeks for the couple in a year.
- **13.6** *Child-Rearing Leave:*

Leave without pay may be granted to an employee for preparation for child-bearing and for child-rearing (whether he/she becomes a parent through childbirth, adoption, or legal guardianship), provided the child is under eighteen (18) years of age.

- **13.6.1** Child-rearing leaves beginning six (6) weeks after the birth of the child shall end simultaneously with the end of either semester. The Superintendent shall have the right to grant leaves ending at other times if so requested by the employee.
- **13.6.2** Child-rearing leave taken in a school year other than that in which the child is born shall be granted for one (1) semester or two (2) consecutive semesters, depending upon the request of the employee. The Superintendent shall have the right to grant leaves for other periods of time less than one (1) full year if so requested by the employee.
- **13.6.3** Child-rearing leave may be extended by mutual agreement for up to one (1) successive school year.
- **13.6.4** The employee shall request such leave as soon as practicable, but under no circumstance less than forty (40) business days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the projected dates the employee wishes to begin and end the leave. Unexpected emergency needs for child-rearing that arise after the 40 day deadline will be considered on a case by case basis by the Superintendent.
- **13.6.5** The employee may elect to continue his/her health and welfare coverage at his/her own expense.
- **13.6.6** The employee on leave for child-rearing shall be entitled to return to a position comparable to that held at the time the leave commenced.
- **13.7** *Bereavement/Serious Illness Leave:*

In the event of death or serious illness in an employee's immediate family, leave shall be three (3) days if within the State of California and five (5) days if outside the State. Extensions may be granted by the Superintendent or his/her designee. (See [Section 13.3.2](#) of this Article for definition of "immediate family").

- **13.8** *Judicial and Official Appearance Leave:*

- **13.8.1** Jury Duty - A teacher who is summoned for jury duty shall be excused for that purpose without loss of pay.
- **13.8.2** Teachers shall be entitled to leave without loss of compensation to appear in court as a subpoenaed witness, or as a respondent to an official order from duly authorized government agencies. Compensation for the appearance in small claims court as a plaintiff shall be subject to approval of the Superintendent or his/her designee.
- **13.9** *Military Leave:*

Teachers are entitled to military leave as mandated by the Education Code and the Military and Veteran's Code.

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

An employee shall be entitled to one day of personal leave per school year, provided that this leave shall not be used for extension of a holiday or for recreation purposes. Deduction for substitute services for two additional days of personal leave shall be made at the daily rate of the substitute. Deduction for any additional days taken under this section shall be at the daily rate of the employee. Up to two days of personal leave may be accumulated.

- **13.11** *Long-term Public Service Leave:*

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

- **13.12** *Short-term Personal Business Leave:*

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

- **13.13** *Regular Year's Leave-of-Absence:*

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

- **13.13.1** In general, a leave-of-absence may be granted to an employee in order to provide opportunity for further study or experience, for extensive travel, to be with the family to secure medical attention, or other good cause.
- **13.13.2** An extension of not more than one (1) year at any one time may be granted in case of illness or the necessity of completing advanced courses, or for other good reasons.

- **13.13.3** It shall be understood and agreed to by the employee that written notice shall be given to the District by March 1st of intention to return. Failure to give written notice of return will be considered notice that a position is vacant, and resignation is automatic.
- **13.13.4** If the leave ends January 30th, it shall be understood and agreed upon that written notice shall be given to the District no later than December 15th of intention to return. Failure to give written notice of return will be considered notice that a position is vacant and resignation is automatic.
- **13.13.5** Re-employment is guaranteed if proper notice has been given; credit for service will not be lost, but no seniority is gained as a result of the leave.
- **13.13.6** Upon return, the employee shall be reinstated in a comparable position.
- **13.13.7** During regular leave-of-absence without pay, the employee may, at his/her own expense, participate in District health insurance programs.
- **13.14** *Sabbatical Leave:*

Sabbatical Leave-of-Absence is provided for the purpose of enabling certificated employees, eligible to take part in this activity, to engage in more extensive professional study and/or research which might be supplemented by travel. The following policies as adopted are required or permitted under California law.

- **13.14.1** A Sabbatical Selection Committee shall study applications of eligible sabbatical leave candidates beginning the third week in January. Recommendations concerning all applications, and the complete record of all data used in the determinations regarding each application, shall be forwarded to the Board of Education by March 1st.
- **13.14.2** The Sabbatical Selection Committee shall consist of three (3) employee representatives selected annually by the Federation (representing both elementary and secondary); one (1) Ojai Unified School District Board Member; and one (1) Administrator selected by the Superintendent.
- **13.14.3** School Board action on sabbatical leave recommendations from the Committee shall be taken by April 15th.
- **13.14.4** Criteria for committee recommendation and final Board selection shall include:
 - (a) Evidence that the sabbatical leave will improve the effectiveness of the unit member in his/her particular field.
 - (b) Improved quality of service of the applicant in future years.
 - (c) Evidence of imagination, creativity, sound judgement, and practicality in the application document.
- **13.14.5** The number on sabbatical leave during any one school year shall be no more than two percent (2%) of the total certificated staff. (In computing the number on leave, any fraction .5 or above shall be interpreted to be the next higher number, and any fraction under .5, the next lower.)
- **13.14.6** Length of leave shall be at least one semester and not more than one year; all the leave shall be during a single school year. If the employee on leave is offered by the State or Federal government or by a foundation or by a college or university, a grant scholarship,

fellowship, or employment effective during the period of the sabbatical leave, he/she may accept this grant or other remuneration.

- **13.14.7** At the expiration of a sabbatical leave, the employee shall be reinstated in a comparable position.
- **13.14.8** Sabbatical leave shall count toward retirement, and the retirement contributions shall be collected.
- **13.14.9** Each employee who has been on sabbatical leave shall file with the Superintendent a written report within thirty (30) days after returning to active duty. Such report shall contain detailed information regarding professional value of the leave and the ways in which the knowledge and experience gained may be used for the benefit of the professional program.
- **13.14.10** Before any sabbatical leave shall become effective, a bond shall be secured by the employee at his/her own expense, to guarantee two (2) years of service in this District immediately following the leave, or a refund to the District of all salary paid to the employee during the leave.
- **13.14.11** Compensation for a full year's leave shall be fifty percent (50%) of regular contract salary. Compensation for a half-year's leave shall be twenty-five percent (25%) of the regular contract salary. The cost of Health and Welfare programs shall be shared equally by the employee and the District provided the employee chooses to continue the plans. The employee shall receive credit for annual salary increments provided during the leave.
- **13.15** *Professional Growth:*
 - **13.15.1** The District shall encourage, within the limits of District funds, attendance by personnel at professional meetings and conferences, and visits to observe other schools and classrooms; and the District shall pay all authorized expenses unless agreed upon otherwise. When such meetings occur during school hours, substitutes shall be provided by the District.
 - **13.15.2** The District may allow an exchange of positions for employees with other schools and school systems in California, in other states, and in foreign countries, at the District's discretion and at no expense to the District.

OFT Master Contract

Article 14

Grievance Procedure

- [Definitions](#)
- [General Application](#)
- [Step 1: Informal](#)
- [Step 2: Formal](#)
- [Step 3: Appeal to Supt.](#)
- [Step 4: Mediation](#)
- [Step 5: Advisory Arbitration](#)
- [Other Details](#)

- **14.0** The following constitutes the Grievance Procedure:
- **14.1** Definitions:
 - **14.1.1** A grievance shall mean a formal written allegation by an employee regarding a violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the rights of the grievant.
 - **14.1.2** A grievant is the person or persons, including the Federation or representatives thereof, making the grievance.
 - **14.1.3** A Party in Interest is any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
 - **14.1.4** Where the term "School" is used, it is to include any work location or a functional division or group, in which a grievance may arise.
 - **14.1.5** Where the term "Principal" is used, it is to include the Administrator of any work location or functional division or group.
 - **14.1.6** Where the term "Superintendent" is used, it is to include the Superintendent or any designee upon whom the Superintendent has conferred authority to act in his/her place.
 - **14.1.7** Where the term "Teacher" is used, it is to include any member of the bargaining unit.
 - **14.1.8** Where the term "Federation Representative" is used, it is to include any Federation representative upon whom the President of the Federation has conferred the authority to act for the Federation.
- **14.2** General Application:
 - **14.2.1** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate Administrative level. The District and the Federation agree that every effort will be made by the aggrieved and the District to settle grievances at the lowest possible level.
 - **14.2.2** The Federation shall have the right to present, process, or appeal a grievance at any level on its own behalf.

- **14.2.3** The teacher shall have the right to be represented by counsel or by additional persons he/she deems necessary at any step of this procedure.
- **14.2.4** If a grievance is of such clear and present nature as to require immediate action, the Federation may appeal to the Superintendent immediately.
- **14.2.5** The grievance procedure provided in this Agreement shall be supplementary to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.
- **14.2.6** No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.
- **14.2.7** The Federation shall have the right to be present at all meetings regarding a grievance regardless of the party filing the grievance unless the grievant wishes to represent himself/herself.
- **14.2.8** Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the Federation to submit an appeal at the next step of the procedure. However, time limits as specified may be extended at any time by mutual agreement in writing.
- **14.2.9** Whenever time for investigating or resolving grievances is necessary during the school day, the Federation representative will be allotted time without loss of compensation.
- **14.3** Procedure:
 - **14.3.1** *Step 1.* Any teacher within the bargaining unit may first discuss the grievance with the Principal, either alone or accompanied by the Federation representative, with the object of solving the matter informally.
 - **14.3.2** *Step 2.* In the event the matter is not resolved informally ([Step 1](#)), the grievance, stated in writing, may be submitted to the Principal and the Federation representative within a reasonable time, not to exceed twenty (20) school days following the act or condition which is the basis for the grievance.
 - **(a)** Within five (5) school days after the receipt of the grievance, the Principal shall communicate his/her decision in writing, together with supporting reasons.
 - **(b)** He/she shall furnish one (1) copy to the teacher and/or Federation representative who submitted the grievance and two (2) copies to the Federation representative.
 - **14.3.3** *Step 3.* If the grievance is not resolved satisfactorily at [Step 2](#), the grievant and/or the Federation may appeal within five (5) school days to the Superintendent of Schools. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step 2.
 - **(a)** Within five (5) school days after the receipt of the appeal, the Superintendent shall hold a hearing on the grievance.
 - **(b)** The grievant, the Federation representative(s) and the Principal shall be given at least three (3) school days notice of the hearing.
 - **(c)** The grievant shall be present at the hearing unless there is mutual agreement that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of the Agreement between the parties thereof or of what is established policy or practice.

- **(d)** Within five (5) school days after the hearing on the appeal, the Superintendent shall communicate his/her decision, in writing, together with the supporting reasons, to all parties present at the hearing, including the grievant.
- **14.3.4 Step 4.** If the grievance is not resolved satisfactorily at [Step 3](#), the involved parties will go within five (5) school days to a professional mediator. It is further agreed that the cost of the mediator will be shared between both parties.
- **14.3.5 Step 5.** If the grievance is not resolved satisfactorily at [Step 4](#), the grievant may within five (5) school days request in writing that the Federation submit his/her grievance to advisory arbitration. If a question arises as to the arbitrability of the grievance, such will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
 - **(a)** Within ten (10) days after such written notice of submission to advisory arbitration, the District or its designee and the Federation or its designee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve.
 - **(b)** If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators shall be made by either party to the State Conciliation Service in accordance with its procedures. Upon receipt of the list, the parties shall determine by lot which party shall have the right to strike the first name from the list. The party having the right to remove the first name shall do so within two (2) days, and the parties shall alternately strike until one (1) name remains. The striking process shall take no more than three (3) days. The person whose name remains shall be the arbitrator.
 - **(c)** In the event the Conciliation Service cannot provide a list, either party may request a list of arbitrators from the American Arbitration Association. The parties will proceed to select the arbitrator in the manner specified above (in 14.3.5,b).
 - **(d)** The arbitrator so selected will confer with the representatives of the District and the Federation, and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her.
 - **(e)** Neither party shall be permitted to insert in the arbitration proceedings any evidence which was not submitted to the other party in prior hearings on this grievance.
 - **(f)** The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues submitted.
 - **(g)** The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. However, it is agreed that the arbitrator is empowered to recommend an award, financial reimbursement, or other remedies, as he/she judges to be proper.

- **(h)** The decision of the arbitrator will be submitted to the Federation and to the Board of Education for the Board's determination within twenty (20) days.
- **14.3.6** The first \$750 annually for the services of the arbitrator including but not limited to per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne by the District. All costs of arbitration, as enumerated above, in excess of \$750 annually will be borne equally by the District and the Federation. All other costs will be borne by the party incurring them.
- **14.3.7** When it is necessary for the representative designated by the Federation to attend a grievance meeting or hearing during a work day, he/she will be released without loss of compensation. When it is necessary for a representative designated by the Federation to investigate a grievance during a work day, the cost of a substitute will be shared equally by the District and the Federation. The representative shall give forty-eight (48) hours notice to his/her Principal or immediate supervisor, whenever possible, in order to permit participation in the foregoing activities.
- **14.3.8** All documents, communications and records dealing with the processing of the grievance will be filed in a separate grievance file and will not be kept in any personnel file. The file will be kept under the supervision of the Superintendent and be available to the Federation upon written approval of the grievant.
- **14.3.9** All forms for filing grievances, serving notices, taking appeals and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Federation so as to facilitate operation of the grievance procedure. The Federation and the Superintendent shall review these forms annually and make such improvements and changes as deemed necessary by both parties. The costs of preparing such forms shall be borne by the District.
- **14.3.10** If a grievance is not completed at the end of the school year, a timeline for solving the grievance will be arrived at by mutual agreement among the grievant, the Federation, and the District.

OFT Master Contract
Article 15
Retirement

- [Early Retirement Incentive Plan](#)
- [Reduction of Workload](#)
- [Special Projects](#)

- **15.1 Benefit Provisions For Retirees**

55, 56, 57, 58	59, 60	61, 62	63, 64	65 and over
<p>The District will provide for retirees the same level of health coverage as received by active employees. This coverage will continue until the retiree's 65th birthday.</p>	75%	50%	25%	Any retiree may buy-in and continue in the health coverage at his/her own expense.

- **15.1.1** A retiree shall receive the same dependent coverage as an active employee.
- **15.1.2** The provisions specified in 15.1 are afforded those retirees who meet the criteria listed above and who also meet the criteria in 15.2.1 and 15.2.2.
- **15.1.3** The employee has completed a minimum of ten (10) years of full time service (or the equivalent thereof) as a Certificated Employee.
- **15.2 Part-Time Employment with Full Retirement Credit:** The Education Code Sections 22724, 44922, 87483, and 89516 are incorporated into this Agreement and supplemented as follows:
 - **(a)** The employee must have reached the age of 55 prior to reduction of workload.
 - **(b)** The employee must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full time employment.
 - **(c)** The option of part time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee. The District and the

employee must agree on his/her job description, duties, hours, the location or locations at which he/she is required to perform his/her services, and the duration of his/her participation in the program.

- **(d)** The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part time employment but shall retain all other rights and benefits for which he makes the payments that would be required if he/she remained in full time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full time employee.
- **(e)** The minimum part time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his final year of service in a full time position. This minimum may be fulfilled by an eligible employee working a full day assignment for one-half the work year. For example, if the teacher work year is 180 days, the eligible employee could fulfill the minimum by working one-half of each day or by working 90 full days.
- **(f)** This option is limited to kindergarten through grade 12 certificated employees who do not hold positions with salaries above that of a school principal.
- **(g)** An employee participating in this program shall receive the credit under the S.T.R.S. he should receive if he was employed on a full time basis and have his retirement allowance, as well as any other benefits he is entitled to under Chapter 4 of Division 10 of the Education Code of the State of California, based upon the salary that he would have received if employed on a full time basis, and both said employee and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if said employee was employed on a full time basis.
- **(h)** A teacher in the Reduced Teaching Service Program may remain therein for a period of five years or to the end of the fiscal year in which he attains age 65, whichever comes first, at which time the teacher shall retire.
- **(i)** The District shall determine the number of employees who may enter the program in any year. Should applications exceed positions available, Seniority in District service shall be the determining factor.
- **(j)** Any modification in the level of part time service of an employee who has entered into this program or any return to full time service, shall be permitted only with the mutual consent of the District and the employee. It is the intent of this program to provide options for employees for part time employment to phase in their retirement program. Thus, return to full time service of any employee who has entered into this program is not contemplated by the District.
- **15.3 Early Retirement / Incentive Program:**
 - **(a)** If the District determines a need exists for special projects it will publish a request for proposals (R.F.P.). A retiring teacher may also make an unsolicited proposal. Employees may apply and if selected will be assigned to the project upon retirement. The selection or non-selection of an employee is the decision of the District. Reasons for rejection of a proposal will be given to the applicant in writing. The selection or non-selection of a proposal is non-grievable under the contract.

- **(b)** All certificated personnel between the ages of 55 through 58 and who have acquired a minimum of ten years of service are eligible for early retirement. A year of service is defined as working 75% of the days required by the contract of employment. In any one year, there shall be no more than 5% of the certificated employees in the Early Retirement Program.
- **(c)** Annual compensation will be up to the maximum allowed by STRS.
- **(d)** In order to be eligible for retirement, the employee must retire from the school district.
 - **(1)** Persons employed under this program shall be designated as consultants to the District. As consultants they may be considered independent contractors and may be eligible to earn credit under Social Security but must contribute directly to OASDI. The District will not contribute to OASDI.
- **(e)** An employee may also participate in an early retirement incentive plan as a substitute teacher at the long term rate up to the maximum allowed by STRS.

OFT Master Contract

Article 16

Federation-

Administration Articulation

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

OFT Master Contract

Article 17

Savings Clause

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

OFT Master Contract
Side Letter:
Catastrophic Sick Leave

- [Preamble](#)
- [Definitions](#)
- [Eligibility Requirements](#)
- [Procedure for Donating Sick Leave Credit](#)
- [Procedure for Requesting Sick Leave Credit](#)
- [Administrative Regulations](#)

- **Preamble:** This program, which has been agreed upon jointly by the Ojai Federation of Teachers and the Ojai Unified School District shall commence with the 1993-94 school year. The program shall be monitored closely by both parties, and evaluated annually. This evaluation shall be reported to all participants. Should modifications become necessary, both parties will meet and negotiate needed changes.
- **I. Definitions:**
 - **A.** [California Education Code section 44043.5(1)] "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, ... and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave. (Note: Use of this program is limited to catastrophic illness or injury of participating employees only.)
 - **B.** "Participant," as used in this section, shall refer to any certificated employee of the District who elects to make contributions to the Catastrophic Leave Bank specified in the section. Participants could include any members of the teachers' bargaining unit (except hourly teachers), or any certificated management employee. All participants shall be bound by all requirements and regulations of this section as a condition of their participation.
- **II. Eligibility Requirements**

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

- **A.** The participant who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District. It is determined that the employee is unable to work due to employee's catastrophic illness or injury.
- **B.** The employee has exhausted all of his or her fully paid sick leave credits.
- **C.** It is verified that the participant meets all the eligibility requirements.

- **C.** All records pertaining to the Leave Bank shall be maintained by the District. Credits donated and distributed shall be filed on District forms, and shall be authorized by the Superintendent and Federation President (or their designees) before transfers are made into or out of the Leave Bank.
- **D.** The total number of sick leave credits in the Catastrophic Leave Bank will not exceed a maximum of three days per participant at any one time.
- **E.** The District shall issue a "Call for Replenishment" whenever the Leave Bank falls below 90 days. Participants who wish to remain eligible to withdraw will be required to contribute from one to three days to the Bank at that time.
- **F.** If the Leave Bank is terminated for any reason, the days remaining in the Leave Bank shall be returned to the then current members of the Leave Bank proportionately.
- **G.** The District and the Federation shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denial.

OFT Master Contract
Side Letter:
**Elementary Discretionary
Funding**

Date: February 28, 1995

Between: Ojai Unified School District and Ojai Federation of Teachers, Local 2119 CFT-AFT

- The District will continue to provide this allocation, sufficient to maintain the level of service as provided in 1992-93, for the remainder of the term of the current Master Contract. Site allocations will be made to schools such that students and teachers are offered equal supplemental instruction/materials Districtwide in grades 1 through 6.
- Should District budget conditions require possible program reduction, this Side Letter will be considered by the Contract Committee per Section 5 of the [Memorandum of Understanding](#).
- The expenditure of the allocation shall be determined by the faculty and the principal at each elementary school. The program shall be evaluated annually by each site principal and faculty or faculty committee.

Revised 3/21/95

(signatures)

Ronald J. Barney, Asst. Superintendent

Dr. Pamela Martens, Asst. Superintendent

Donald Ainsworth, President OFT

Ronnie Rodriguez, Negotiations Chair

OFT Master Contract

Memorandum of **Understanding:** **Americans With Disabilities Act**

Notwithstanding any other provision in this Agreement, the decision to make or refuse any reasonable accommodation or to take any other action to fulfill legal obligations imposed by the Americans With Disabilities Act shall be made by a bipartisan committee composed of two (2) representatives of the District and two (2) representatives of the Federation. By majority vote, the number of individuals on this committee may be expanded.

- **1.** Any action proposed to be taken in response to a claim in accordance with the Americans With Disabilities Act shall immediately be referred to this bipartisan committee, all of which committee members shall be provided the documentary or other information concerning the action requested to be taken.
- **2.** After a reasonable opportunity to both evaluate and investigate this proposal, the bipartisan committee shall meet and resolve, by majority vote, how to handle the requested action.
- **3.** The decision of this bipartisan committee shall not constitute a violation of this Agreement, nor shall it be considered a modification of this Agreement.
- **4.** In the event the bipartisan committee is deadlocked, then no action shall be taken by the District and the issue shall be handled through the grievance, mediation, and arbitration provisions of [Article 14](#).