

CONTRACT

**BETWEEN
THE**



OXNARD SCHOOL DISTRICT

**AND
THE**



**OXNARD SUPPORTIVE SERVICES
ASSOCIATION**

2018-2019

Includes Board Approved revisions of August 7, 2019

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1 **Article 1. RECOGNITION**

2 The District confirms its recognition of the Association per its Resolution dated May 12,
3 1976.

4 The District recognizes the Association as the sole and exclusive bargaining
5 representative for a collective bargaining unit of certificated non-teaching supportive staff
6 employees consisting of, but not limited to:

7 School Counselors

8 Speech and Language Specialists

9 School Psychologists

10 School Nurses

11 Program Specialists

12 Program Coordinators

13 The unit excludes those classifications that can lawfully be declared management,
14 confidential, supervisory, and those presently represented by OEA and CSEA. Membership in
15 the Association begins either upon the signature of the initial employment contract or upon
16 reclassification of a position from another bargaining unit into OSSA. Any classifications added
17 to OSSA will be at the discretion of the OSSA executive board.

18 //

19 **Article 2. DISTRICT RIGHTS**

20 2.1 It is understood and agreed that the District retain all of its powers and authority
21 to direct, manage, and control to the full extent of the law. Included in but not limited to those
22 duties and powers are the exclusive right to: determine its organization; direct and supervise the
23 work of its employees; determine the days, times, and hours of operation; and the methods and
24 means of providing them; establish its educational policies, methods of instruction, goals and

1 objectives; insure the rights and educational opportunities of students; determine staffing
2 patterns; determine the number and kinds of personnel required; maintain the efficiency of
3 District operations; determine the curriculum; evaluate instructional programs; build, move or
4 modify facilities; establish budgets and budget procedures and determine budgetary allocations;
5 determine the methods and amount of revenue to be raised, lawfully contract out work (subject
6 however to prior negotiations with the Association if bargaining unit work or members are
7 affected; provided further that the District may continue to contract for the types of services
8 currently provided on such basis); and take action on any matter in the event of an emergency;
9 i.e. act of God, natural disaster, act of war, declaration of martial law, strike, insurrection,
10 revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis. In addition,
11 the District retains the right to hire, classify, assign, evaluate, supervise, promote, terminate and
12 discipline employees.

13 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities
14 by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof,
15 and the use of judgment and discretion in connection therewith, shall be limited only by the
16 specific and express terms of this Agreement, and then only to the extent such specific and
17 express terms are in conformance with law.

18 2.3 The District retains its right to amend, modify or rescind policies and practices
19 referred to in this Agreement in cases of emergency, limited however to the duration of the
20 emergency.

21 //

22 **Article 3. GRIEVANCE PROCEDURE**

23 3.1 Definitions

1 3.1.1 A “grievance” is a written allegation by the Association or by one of more
2 unit members that there has been a violation, misinterpretation or misapplication of specific
3 provision of this Agreement. A “grievant” means the Association or a unit member who has filed
4 a grievance.

5 3.1.2 An “aggrieved person” is the person or persons, including the Association
6 or representatives thereof, making the claim.

7 3.1.3 A “District Administrator” for the purposes of this article is the Unit
8 Member’s immediate supervisor or the administrator who has allegedly violated a provision of
9 the collective bargaining agreement.

10 3.1.4 Unless otherwise expressly stated to the contrary, for purposes of this
11 Article, a “day” shall mean a unit member workday.

12 3.2 General Principles

13 3.2.1 The purpose of this procedure is to secure, at the lowest possible
14 administrative level, equitable solutions to the grievances.

15 3.2.2 Since it is important that grievances be processed as rapidly as possible,
16 the time limits specified at each level should be considered to be maximums and every effort
17 should be made to expedite the process. The time limits may, however, be extended by mutual
18 agreement.

19 3.2.3 In the event a grievance is filed at such a time that it cannot be processed
20 throughout all the steps in this grievance procedure until the beginning of the following school
21 year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior
22 to the end of the school year or as soon as is practicable.

23 3.2.4 If the same grievance, or substantially the same grievance, is filed by more
24 than one unit member, then such grievances shall be consolidated.

1 3.2.5 Before filing a formal grievance, an aggrieved person shall attempt to
2 resolve the grievance through an informal conference within 10 days of alleged violation or
3 within 10 days of the time the grievant should reasonably known of the alleged violation, with
4 the “District Administrator” who is alleged to have violated the collective bargaining agreement.

5 3.2.6 A formal written grievance must be filed within thirty (30) days of the
6 alleged violation, or within thirty (30) days of the time that the grievant should reasonably have
7 known of the alleged violation.

8 3.3 Association Representatives

9 3.3.1 Either party has the right to the assistance of legal counsel or, in the case
10 of a unit member, a representative from the Association, at any step in the procedure. Upon
11 request, an employee may be represented at any or all levels of the Grievance Procedure. In the
12 event an employee is not represented, the District shall not agree to a resolution of the grievance
13 until the Association has received a copy of the grievance and the proposed resolution and has
14 been given an opportunity to file a response.

15 3.3.2 The Association may initiate and submit a grievance in writing. The
16 processing of such grievance will be started at Level One. The association may process such a
17 grievance through all levels of the grievance procedure even though there is no individual
18 aggrieved person who wishes to do so.

19 3.4 Procedure

20 3.4.1 Level One - “District Administrator”

21 If the aggrieved person is not satisfied with the informal conference, the Employee
22 Formal Grievance Form shall be made available to him/her. On this form the unit member shall
23 provide a statement of his/her grievance. This statement shall be clear, concise, and include the
24 circumstances involved, and the specific remedy sought and shall be delivered to the grievant’ s

1 immediate supervisor within ten (10) days of the informal conference. The “District
2 Administrator” shall communicate a written decision to the employee within ten (10) days after
3 receiving the grievance. If the “District Administrator” does not respond within the above time
4 limits, the grievant may automatically proceed to the next step. Within the above time limits,
5 either party may request a personal conference with the other party.

6 3.4.2 Level Two – Assistant Superintendent, Human Resources

7 In the event the grievant is not satisfied with the decision at Level 1, the grievant may
8 appeal the decision on the appropriate form to the Assistant Superintendent of Human Resources
9 within ten (10) days. Failure by the grievant to meet this time limit shall constitute an automatic
10 waiver and withdrawal of the grievance. The Assistant Superintendent shall communicate a
11 decision within ten (10) days after receiving the appeal. Either the grievant or the Assistant
12 Superintendent may request a personal conference within the above time limits. If the Assistant
13 Superintendent does not respond within the above time limits, the grievant may automatically
14 proceed to the next level.

15 3.4.3 Level 3 – Superintendent

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

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

24 3.4.4 Level 4 – Mediation

1 If the grievant is not satisfied with the decision at Level 3, he/she may, within ten (10)
2 days, submit to the Superintendent or his/her designee a written request for mediation of the
3 grievance. In this event, the Superintendent or his/her designee shall, within five (5) days
4 following receipt of such request, submit to the California State Mediation and Conciliation
5 Service a written request for the immediate services of a mediator. Failure by the grievant to
6 meet this time limit shall constitute an automatic waiver and withdrawal of the grievance.

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

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

15 The District and the Association have agreed that this level may be waived by mutual
16 agreement of the District and the grievant. If no satisfactory settlement is reached within twenty
17 (20) days following the first meeting with the mediator, either party may appeal the grievance to
18 Level 5. Notwithstanding the foregoing, the matter may be appealed to arbitration earlier than
19 twenty (20) days following the first meeting with the mediator if the mediator has relinquished
20 jurisdiction.

21 22 3.4.5 Level 5 – Arbitration

23 If the grievant is not satisfied with the decision at Level 4, he/she may submit the
24 grievance to the Association which shall have the exclusive authority to decide whether or not to

1 request arbitration of the grievance. If the Association request arbitration, it must do so within
2 twenty (20) days following the Mediator's relinquishment of jurisdiction or the first meeting
3 with the mediator, whichever is later. Failure by the Association to meet this time limit shall
4 constitute an automatic waiver and withdrawal of the grievance.

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

10 As soon as possible after his/her selection, the arbitrator shall schedule a hearing wherein
11 relevant testimony and documentary evidence may be introduced. The parties shall supply the
12 arbitrator with a written submission of the issue to be heard. If the parties cannot agree upon a
13 statement of the issue, the arbitrator shall frame the issues by referring to the grievance records at
14 Levels 1, 2 and 3.

15 The arbitrator shall have no power to add to, subtract from, or modify the terms of this
16 Agreement or the written policies, rules, regulations and procedures of the District. The
17 arbitrator shall not render any opinion or award that requires the District to do an act prohibited
18 by law, or in violation of this Agreement. The arbitrator shall not rule upon any issue that has
19 not been submitted to the arbitrator.

20 All costs for the services of the arbitrator, including, but not limited to, per diem
21 expenses, his/her travel and subsistence expenses and the costs of any hearing room will be
22 borne equally by the Board and the Association. All other costs will be borne by the party
23 incurring them.

1 The arbitrator shall issue a written award, with supporting findings, to each party within
2 thirty (30) calendar days after submission. The decision of the arbitrator shall, within the limits
3 herein prescribed, be final and binding on both parties.

4 3.5 Miscellaneous

5 3.5.1 No reprisals of any kind will be taken by the Superintendent or by any
6 member or representative of the administration or the Board against any aggrieved person, any
7 party of interest, any member of the Association or any other participant in the grievance
8 procedure by reason of such participation.

9 3.5.2 When it is necessary for a representative designated by the Association to
10 investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon
11 notice by the President of the Association and approved of the immediate supervisor, be released
12 without loss of compensation in order to permit participation in the foregoing activities. Any
13 unit member who is requested to appear in such investigations, meetings, or hearings as a
14 witness will be accorded the same right.

15 3.5.3 The District shall provide a reasonable amount of release time to unit
16 members who are designated as Association representatives for the processing of grievances
17 under this Article subject to the following conditions; (a) twenty-four (24) hours prior to release
18 from duties for grievance processing the designated representative will inform his/her immediate
19 supervisor and the Assistant Superintendent, Human Resources, in order that substitute service
20 may be obtained, if such is necessary; and (b) time off shall be limited solely to one designee
21 representing a grievant in a conference with a management person.

22 3.5.4 All documents, communications and records dealing with the processing
23 of a grievance will be filled in a separate grievance file and will not be kept in the personnel file
24 of any of the participants.

1 3.5.5 Forms for filing grievances, serving notices, making appeals, making
2 reports and recommendations, and other necessary documents will be prepared by the District
3 and given appropriate distribution by the Association so as to facilitate operation of the grievance
4 procedure. The costs of preparing such forms shall be borne by the District.

5 **Article 4. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

6 4.1 Unit members shall sign and deliver to the District an assignment authorizing
7 deduction of union dues. Such authorization shall continue in effect from year to year. Pursuant
8 to such authorization, the District shall deduct one twelfth (1/12) of such dues from the regular
9 salary check of the unit member each month for twelve (12) months.

10 4.1.1 Any employee who is a member of a religious body whose traditional
11 tenets include objections to joining or financially supporting employee organizations shall not be
12 required to join, maintain membership in, or financially support any organization as a condition
13 of employment. The employee shall be required in lieu of a service fee, to pay the amount equal
14 to the agency fee to a nonreligious, non-labor organization, that is tax exempt under Section
15 501(c) 3 of the Internal Revenue Code. (GOVT Code Section 3546.3)

16 4.2 With respect to all sums deducted by the District pursuant to authorization of the
17 unit member, the District agrees to promptly remit such monies to the Association treasurer
18 accompanied by an alphabetical list of unit members for whom such deductions have been made,
19 categorizing them as to membership or non-membership in the Association, and indicating any
20 changes in personnel from the list previously furnished.

21 4.3 The Association agrees to furnish any information needed by the District to fulfill
22 the provisions of this Article.

23 4.4 Upon appropriate written authorization from the unit members, the District shall
24 deduct from the salary of any unit member and make appropriate remittance for annuities, credit

1 union, savings bond, charitable donations, or any other plans or programs approved by the
2 Association.

3 //

4 **Article 5. WORK CALENDAR**

5 5.1 Work Year

6 The work year shall follow the fiscal calendar beginning July 1 and ending June 30 each
7 year, the days to which a unit member is contractually obligated to work must be worked
8 between July 1 and June 30.

9 5.2 The District and the Association agree that unit members should be scheduled to
10 work during time that maximizes student learning or when students are in session. Therefore,
11 unit members assigned to a program, department, or site operating on the district calendar shall
12 have a work year reflected in the negotiated work calendar for all OSSA positions attached to the
13 end of this document.

14 On non-student days, a unit member may request a change in calendar and flex the days
15 and work location. It may be granted with the approval of the site supervisor.

16 5.3 For full time unit members, the normal work week shall consist of five (5)
17 consecutive work days, Monday through Friday. For part time unit members, the work week
18 shall be mutually agreed upon by the unit member and their immediate supervisor. Each unit
19 member and his or her immediate supervisor shall meet and attempt to mutually agree upon the
20 unit member's work calendar for the ensuing school year before the start of the school year. If a
21 mutual determination cannot be reached between the unit member and his/her supervisor as to
22 the unit member's work calendar, the District reserves the right to establish the work calendar for
23 the unit member involved. Unit members shall complete their work calendars only after their
24 assignments have been finalized for the following school year.

1 **Article 6. DUTY HOURS**

2 6.1 All unit members will be accountable for a forty-hour (40) work week in
3 accordance with the following provisions:

4 6.2 The varying nature of professional duties does not lend itself to establishing daily
5 starting and ending times of uniformity. Consequently, the starting and ending of unit member's
6 workday may vary because of differing school/office schedules and starting times. Each year,
7 the start and end times for each unit member's assignment shall be initially determined by the
8 District and/or site administrator. If the District needs to make a change mid-year, the District
9 shall first meet and confer with the Association. Assignment start and end times shall not be
10 made arbitrarily, and/or capriciously.

11 6.3 Unit members shall be scheduled to work during time that maximizes student
12 learning or when students are in session.

13 6.4 No unit member shall be required to extend their duty/work day beyond eight (8)
14 hours inclusive of a 30 minute duty-free lunch.

15 6.5 Unit members are responsible for notifying their supervisor or their designee if
16 the unit member will be away from the district during the 40-hour workweek.

17 6.6 The basic work year in the District shall be as provided in Appendix A. This
18 work year may be increased or decreased by mutual agreement. Any change in the length of the
19 work year shall result in a corresponding increase or decrease of one current salary per diem for
20 each day of change. The District shall immediately notify in writing the President of the
21 Association of any agreement to increase or decrease the work year of any unit member.

22 6.7 Reduced Work Year. Unit members who upon District approval voluntarily agree
23 to reduce their work year to less than a full-time basis shall permanently relinquish any rights to
24 that portion of their position which is voluntarily reduced.

1 6.8 The Association and District are committed to and share the belief that regular
2 staff meetings are essential to achieve the organizational goals and maintain District and
3 Department focus and purpose. To that end, staff members are expected to attend monthly staff
4 meetings at the District office and absent other assigned duties, attend one site staff meeting per
5 month. For unit members assigned to more than one site, members may attempt to attend
6 meetings at each assigned site on a rotating basis.

7 6.9 Vacancies: Current part time employees will be considered for vacant
8 positions in the unit prior to advertised outside the District.

9 6.9.1 The District shall follow and apply any or all of the criteria listed below in
10 filling vacancies:

- 11 a. legal requirements of the District;
- 12 b. years of service within the bargaining unit;
- 13 c. individual training, experience, credentials;
- 14 d. educational needs of the school or department to which the unit member is
15 assigned; and
- 16 e. preference of unit member.

17 In effectuating such vacancies, the District shall not act arbitrarily, capriciously, or
18 without basis in fact.

19 6.9.2 When more than one part time employee has applied for a vacancy, and are
20 considered equal under the criteria in Article 6.9.1, the most senior unit member shall prevail.

21 //

22 **Article 7 ASSIGNMENT OF UNIT MEMBERS**

23 7.1 Definition of Terms

1 7.1.1 Years of Service. For the purpose of this article, Years of Service is
2 defined as the total amount of time a unit member is employed within the bargaining unit.

3 7.1.2 Assignment. An assignment is the placement of a unit member in a
4 specific program, department or site.

5 7.1.3 Reassignment. Reassignment for purposes of this agreement is a change
6 of assignment from one program, department or site to another within the bargaining unit.

7 7.1.4 Position. A position is a specific job classification.

8 7.1.5 Reduction. A reduction is a decrease in the number of unit members in
9 a position.

10 7.1.6 Vacancy. A vacancy is an unstaffed assignment.

11 7.2 Assignment Criteria

12 In assigning unit members to a work schedule, the District shall follow and apply any or
13 all of the criteria listed below:

- 14 a. legal requirements of the District;
- 15 b. years of service within the bargaining unit;
- 16 c. individual training, experience, credentials;
- 17 d. educational needs of the school or department to which the unit member is
18 assigned; and
- 19 e. preference of unit member.

20 In effectuating such assignments, the District shall not act arbitrarily, capriciously,
21 or without basis in fact.

22 7.3 Reassignment Before the Start of the Unit Member's Work Year

23 7.3.1 Administrator will discuss potential changes in assignment with the
24 affected unit member prior to the notification of change in assignment.

1 7.3.2 Unit members will be notified of the following year assignment by May
2 31st.

3 a. Written notification and explanation of criteria considered will be
4 provided to the unit member.

5 7.4 Reassignment After the Start of the Unit Member's Work Year

6 7.4.1 If it becomes necessary for the District to reassign a unit member after the
7 start of the unit member's work year as defined in the OSSA work calendar attached herein: -

8 7.4.1.1 The District shall notify the unit member at least ten (10)
9 days prior in writing/email to the reassignment.

10 7.4.1.2 The unit member shall receive a written explanation of the
11 reasons for the reassignment and selection of the particular unit member.

12 7.4.1.3 An Association representative, with the permission of the
13 unit member, may be present during consultation regarding the proposed reassignment.

14 7.4.1.4 If the District reassigns a bargaining unit member to
15 another school site, the member shall be paid up to 16 hours in order to relocate (at their
16 per diem rate).

17 7.5 Unit Member-Initiated Reassignment

18 7.5.1 Unit members shall have the right to request a change of assignment by
19 notifying their immediate supervisor in writing.

20 7.5.2 Unit members not selected shall be granted upon request a written
21 explanation regarding their non-selection.

22 7.5.3 Unit members who transfer from one five-step position to another five-
23 step position within the unit shall be placed on the lowest step on the salary schedule at which
24 the unit member will realize an increase in the per diem rate.

1 7.6 Reduction

2 7.6.1 Reduction shall be on the basis of seniority in the position.

3 7.6.2 Unit members subject to reduction shall be transferred, if possible;
4 relocated, if credentials permit; or finally, released from employment.

5 7.6.3 The unit member shall receive upon request a written explanation of the
6 reasons for the reduction.

7 7.6.4 An Association representative, with the permission of the unit member,
8 may be present during consultation regarding the proposed reduction.

9 7.6.5 The Oxnard School District and the Oxnard Support Services Association
10 acknowledge that present case law allows a District to reassign pupil services support service
11 personnel to any other certificated position in which the unit member is credentialed to serve.
12 Due to the significant changes such a reassignment might involve, the District will inform the
13 affected employee as far in advance as is administratively possible of any contemplated change.

14 In the event the District determines to abolish a position in the bargaining unit, District
15 shall first meet and confer with the Association.

16 7.7 Extra Duty Assignments An extra-duty assignment is defined as any work outside
17 a member's regular workday and job duties, included but not limited to the following:

- 18 • Extended school year
- 19 • Summer school
- 20 • Parent trainings in the evening
- 21 • Special projects
- 22 • Additional work at end of the school year

23 7.7.1 The District will advertise extra duty assignments on the District's website
24 and via District email.

1 7.7.2 The District shall follow and apply any or all of the criteria listed below in
2 assigning unit members to extra-duty assignments.

- 3 a. legal requirements of the District;
- 4 b. years of service within the bargaining unit;
- 5 c. individual training, experience, credentials;
- 6 d. educational needs of the school or department to which the unit
7 member is assigned; and
- 8 e. preference of unit member.

9 In effectuating such assignments, the District shall not act arbitrarily,
10 capriciously, or without basis in fact. Unit members shall not be required to accept an extended
11 school year assignment.

12 //

13 **Article 8. STUDENT RATIO**

14 8.1 Definition of Terms

15 8.1.1 “Caseload” for Speech-Language Pathologists: Number of students with
16 an active IEP that you are assigned to and responsible for providing services.

17 8.1.2 “Student Ratio” for school-based Speech-Language Pathologists:
18 calculated using percentages of FTE carrying caseload, excluding Preschool.

19 8.2 Unit members shall be assigned a student ratio not to exceed that required in the
20 Education Code. When the student ratio exceeds the Education Code maximum, a referral to the
21 District Special Education Administrator will be made by the Unit Member to review the
22 caseload for problem solving/resolution.

23 8.3 The District shall also consider recommended federal and state guidelines.

24 //

1 **Article 9 EVALUATIONS**

2 9.1 Recognizing that the District and the Association are committed to the utilization
3 of an interest based approach whenever and wherever possible, the evaluation process shall
4 include a review of the unit member's current performance and emphasize the recognition of
5 their strengths and meritorious accomplishments. It is imperative that those responsible for
6 personnel evaluation follow methods of identifying strengths as well as deficiencies in order to
7 bring an awareness of these to the attention of each unit member. When reinforcement of
8 professional service takes a positive rather than a negative form, there is a much greater
9 likelihood of improved professional performance

10 9.2 Probationary unit members shall be evaluated at least once each school year.
11 Permanent unit members shall be evaluated at least once every other school year starting with the
12 first permanent year except as noted below in section 9.7.5.

13 9.3 Evaluation process: The unit member shall be notified in writing or email by
14 the supervisor within thirty (30) calendar days from the commencement of duties whether the
15 unit member will be evaluated or not in that school year and who will be conducting the
16 evaluation. During the evaluation year, the unit member's evaluator shall observe the unit
17 member and/or gather information related to the unit member's performance (e.g., reports, IEPs,
18 etc.). If personal observation of the work of a unit member is necessary, it shall be conducted
19 openly and with full knowledge of the unit member.

20 9.4 Matters which are outside the scope of employment are irrelevant to the process
21 of evaluation.

22 9.5 Data for evaluation summaries may include information from the following
23 sources:

1 9.5.1 Observation– visits of sufficient time to observe and assess job-related
2 skills and abilities; additional observations of unit member’s performance within the eight-hour
3 (8) day which may be of lesser duration, lesser formality and in other than the unit member’s
4 primary work environment.

5 9.5.2 In addition to personal observation, information which has been
6 documented and found to be reliable by the evaluator and which relates to the performance of the
7 unit member may be included in the evaluation process. (Such information must be brought to
8 the attention of the unit member in writing (including email) before it may be included in the
9 final evaluation summary.) Upon request of the unit member, a personal conference involving
10 the affected union member, evaluator and individual initiating this information shall be held to
11 review such information.

12 9.6 Probationary Unit Members

13 9.6.1 In each of the two probationary years, the unit member’s evaluator shall
14 observe the unit member and/or gather information related to the unit member’s performance
15 (e.g., reports, IEPs, etc.) no later than ninety (90) calendar days after the commencement of
16 duties. The evaluator shall present a written report of the observation or other evaluation data, to
17 the unit member within fifteen (15) work days following the observation. A meeting shall be
18 held between the unit member and their evaluator to discuss and review the Conference
19 Summary providing feedback to the unit member regarding strengths and areas for improvement.
20 The evaluator and unit member shall sign and date the conference summary. The unit member’s
21 signature does not necessarily indicate the unit member’s agreement with the summary. Within
22 three (3) work days thereafter, the unit member shall sign the summary indicating only that
23 he/she has read the summary, understands it and has been given the opportunity of responding to

1 it in writing. The unit member's written response, if any, shall be attached to the summary and
2 become a permanent part thereof.

3 9.6.2 By January 31 of each year, the evaluator shall observe the unit member
4 and/or gather information related to the unit member's performance and shall meet with the unit
5 member to discuss and review the Conference Summary. The evaluator and unit member shall
6 sign and date the second conference summary. The unit member's signature does not necessarily
7 indicate the unit member's agreement with the summary. Within three (3) work days thereafter,
8 the unit member shall sign the summary indicating only that he/she has read the summary,
9 understands it and has been given the opportunity of responding to it in writing. The unit
10 member's written response, if any, shall be attached to the summary and become a permanent
11 part thereof.

12 9.6.3 A final evaluation summary report shall be submitted to the unit member
13 no later than thirty (30) calendar days preceding the close of the school year. The evaluator and
14 unit member shall meet to review the report. Within three (3) working days thereafter, the unit
15 member shall sign the report indicating only that he/she has read the report, understands it and
16 has been given the opportunity of responding to it in writing; the signature does not necessarily
17 indicate the unit member's agreement with the evaluation. The unit member's written response,
18 if any, shall be attached to the report and become a permanent part thereof.

19 9.6.4 If the probationary unit member received an Unsatisfactory or Needs to
20 Improve on a conference summary or summative evaluation, the evaluator shall complete the
21 Performance Improvement Plan form that: 1) outline in writing areas in need of improvement;
22 2) the specific steps the employee needs to take to improve; and 3) assistance available to
23 support the employee. The employee's progress on the improvement plan shall be reevaluated
24 within sixty (60) work days and as needed thereafter until the employees' performance is deemed

1 to be satisfactory or until the unit member is separated from the District. The unit member shall
2 take proactive steps to correct any areas that need improvement.

3 9.7 Permanent Unit Members

4 9.7.1 Permanent unit member shall be evaluated at least once every other school
5 year. The unit member shall be notified in writing or email by the supervisor within thirty (30)
6 calendar days from the commencement of duties whether the unit member will be evaluated or
7 not in that school year and who will be conducting the evaluation. The unit member's evaluator
8 shall observe the unit member and/or gather information related to the unit member's
9 performance (e.g., reports, IEPs, etc.) no later than one hundred twenty (120) calendar days after
10 the commencement of duties in each evaluation year. The evaluator shall present a written
11 summary of the observation or other evaluation data, to the unit member within fifteen (15) work
12 days following then observation. A meeting shall be held between the unit member and their
13 evaluator to discuss and review the Conference Summary providing feedback to the unit member
14 regarding strengths and areas for improvement, if any. The evaluator and unit member shall sign
15 and date the conference summary. The unit member's signature does not necessarily indicate the
16 unit member's agreement with the summary. Within three (3) work days thereafter, the unit
17 member shall sign the summary indicating only that he/she has read the summary, understands it
18 and has been given the opportunity of responding to it in writing. The unit member's written
19 response, if any, shall be attached to the summary and become a permanent part thereof.

20 9.7.2 If the unit member receives a Needs to Improve or Unsatisfactory rating in
21 the first conference summary, the evaluator shall observe the unit member and/or gather
22 information related to the unit member's performance and shall meet with the unit member for a
23 second conference no later than April 1 of the evaluation year. The evaluator and unit member
24 shall sign and date the second conference summary. The unit member's signature does not

1 necessarily indicate the unit member's agreement with the summary. Within three (3) work days
2 thereafter, the unit member shall sign the summary indicating only that he/she has read the
3 summary, understands it and has been given the opportunity of responding to it in writing. The
4 unit member's written response, if any, shall be attached to the summary and become a
5 permanent part thereof.

6 9.7.3 A final evaluation summary report shall be submitted to the unit member
7 no later than thirty (30) calendar days preceding the close of the school year. The evaluator and
8 unit member shall meet to review the report. Within three (3) working days thereafter, the unit
9 member shall sign the report indicating only that he/she has read the report, understands it and
10 has been given the opportunity of responding to it in writing; the signature does not necessarily
11 indicate the unit member's agreement with the evaluation. The unit member's written response,
12 if any, shall be attached to the report and become a permanent part thereof.

13 9.7.4 If the employee received an Unsatisfactory or Needs to Improve on their
14 conference summary or summative evaluation, the evaluator shall complete the Performance
15 Improvement Plan Form and offer positive assistance aimed at achieving improvement. The
16 evaluator shall: 1) outline in writing areas in need of improvement; 2) the specific steps the
17 employee needs to take to improve; and 3) assistance available to support the employee. The
18 employee's progress on the improvement plan shall be reevaluated within ninety (90) work days
19 and as needed thereafter until the employee's performance is deemed to be satisfactory. The unit
20 member shall take proactive steps to correct any areas that need improvement. When any
21 permanent employee has received an Unsatisfactory or Needs to Improve on their summative
22 evaluation, the District shall at least annually evaluate the employee until the employee achieves
23 a satisfactory evaluation or is separated from the District.

1 9.7.5 A unit member who, after reaching permanent status and who has received
2 two evaluations of “Meets Expectations” or better in all performance areas may be evaluated at
3 least once every three (3) years at the evaluator discretion. The unit member shall be notified in
4 writing or email by the evaluator within thirty (30) calendar days from the commencement of
5 duties whether the unit member will be evaluated in that school year.

6 9.8 Materials in personnel files of employees which may serve as a basis for affecting
7 the status of that employment are to be made available for the inspection of the unit member
8 involved. Every employee shall have the right to inspect such materials upon request at a time
9 when such person is not actually required to render services to the employing District.

10 9.9 Such material is not to include ratings, reports, or records which (1) were obtained
11 prior to the employment of the person involved, (2) were prepared by identifiable interviewing
12 committee members, or (3) were obtained in connection with a promotional examination.

13 9.10 Information of a derogatory nature, except material mentioned in paragraph 9.7 of
14 this section, shall not be entered or filed unless and until the employee is given notice and an
15 opportunity to review and comment thereon. An employee shall have the right to enter, and have
16 attached to any derogatory statement, his own comments. Such review may take place during
17 normal business hours, and the employee shall be released from duty for this purpose without
18 salary reduction.

19 9.11 Upon written authorization by the unit member, a representative of the
20 Association shall be permitted to examine and/or obtain a copy of non-confidential materials in
21 such unit member’s personnel file without charge.

22 9.12 Evaluation procedures may be revised during the term of this agreement by
23 mutual consent of the District and the Association.

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1 **Article 10. COMPENSATION FOR SUMMER SCHOOL/INTERSESSION**

2 10.1 If a unit member agrees to accept a teaching assignment during an intersession,
3 the unit member shall be paid at the hourly rate established for teacher employees.

4 10.2 Except for this provision, no other articles or provisions in this Agreement shall
5 apply to unit members serving in summer session/intersession.

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7 **Article 11. LEAVE PROVISIONS**

8 11.1 The benefits which are expressly provided by this section, Article 11, are the sole
9 benefits which are part of this collective agreement, and it is agreed that other statutory or
10 regulatory leave benefits not incorporated, either directly or implied, into this Agreement shall
11 not constitute a part of this Agreement, nor are such other benefits subject to the Grievance
12 Procedures, Article 3.

13 11.2 Sick Leave. Unit members shall be granted sick leave, not to exceed twelve
14 (12) days per year. This sick leave shall be cumulative without limit. Sick leave shall accrue on
15 a fiscal year basis (i.e. July 1 – June 30 of the following year) and be available as of the first
16 workday of each fiscal year. The number of days of sick leave a unit member may accrue will be
17 based on the total number of days in their regular contract year in accordance with the table set
18 forth below:

19 179 workdays or fewer	10 days of sick leave
20 180-215 workdays	11 days of sick leave
21 Over 215 workdays	12 days of sick leave

22 Unit members who work 20 extra days beyond their full contract year shall be granted
23 one (1) additional day of sick leave. Unit members who work 10 extra days beyond their full
24 contract year shall be granted one-half (1/2) additional day of sick leave. Unit members who

1 provide District payroll with information supporting their entitlement to additional sick days may
2 accrue additional sick days under this Article 11.2 retroactively to July 1, 1994.

3 For the purposes of this section, sick leave shall include the illness of a unit member's
4 child, parent, spouse or domestic partner.

5 11.2.1 Personal Illness. Absence for personal illness shall be charged
6 against sick leave time. Essential treatments, examinations for diagnostic purposes, and other
7 absence definitely related to a unit member's health may be allowed as sick leave when such
8 treatments or examinations need to be made during school time.

9 11.2.2 Quarantine. Unit members absent due to quarantine imposed by health
10 authorities shall have no salary deduction, if such absence is covered by days accumulated for
11 sick leave.

12 11.2.3 Sick Leave Accrual for Reduced Work Year Employees. Unit members
13 whose work year has been reduced pursuant to Article 6, Section 6.7 of the Agreement, shall be
14 credited with a percentage of sick leave days, normally credited to a work year assignment. This
15 percentage shall be computed by taking the number of sick leave days credited to a position on
16 the basis of a regular assignment (10 days for 179 days or less, etc.) and dividing that number by
17 the ratio that the employee's reduced work assignment bears to the regular assignment. For
18 example, if the employee's work assignment is equated to be 50 percent of the regular
19 assignment (either days of service or hours worked) then the number of sick leave days credited
20 will be 50 percent of the sick leave days normally credited to a regular assignment.

21 11.2.4 Sick leave is not cumulative month to month but each year leave shall
22 accrue and be available as of July 1 of each school year.

23 11.3 Personal Necessity. A unit member at his/her election may claim and deduct up to
24 eleven (11) days per year from his/her accumulated sick leave for reasons due to personal

1 emergency or necessity. The charges of such absences to the unit member's accumulated sick
2 leave shall be subject to approval by the Superintendent or designee. Absences which may be
3 charged to the accumulated sick leave under this section include but are not limited to the
4 following categories:

5 11.3.1 Death of a member of the immediate family, another relative, or of a close
6 personal friend.

7 11.3.2 Accident involving his/her person or property or the person or property of
8 a member of the immediate family.

9 11.3.3 Appearance in court as a litigant, as a witness, or other absence required
10 under official government order or direction.

11 11.3.4 Professional improvement such as: registration for courses in recognized
12 educational institutions, the taking of graduate or other examinations or tests that could not be
13 taken at other times, etc. The provision does not include attendance at classes or lectures that are
14 available at other times which would not conflict with the unit member's obligations to the
15 District.

16 11.3.5 Business transactions of an urgent nature. Such transactions must require
17 the presence of the unit members, and the unit member must furnish evidence or certify that the
18 transactions could not be dealt with during off-duty hours.

19 11.3.6 Individual or family responsibilities. Absences of this type would include
20 but not be limited to: illness of the immediate family, problems related to property, graduations,
21 weddings involving self or immediate family, necessary appearance of self or member of
22 immediate family in court or other governmental agency but not under court order or official
23 government order or direction.

1 11.3.7 Acceptance of an honor such as a diploma, a degree, or special award
2 from a recognized educational institution or governmental agency, relative or of a close personal
3 friend.

4 Each unit member who elects to charge an absence for a “personal necessity” against the
5 sick leave shall notify his/her immediate supervisor in writing of the appropriate category, and
6 when practicable, prior to the absence.

7 11.4 Absence Beyond Accumulated Sick Leave. A unit member absent for illness,
8 injury, disability, or quarantine beyond the number of workdays accumulated for sick leave shall
9 have deducted from his/her salary the amount paid to the substitute, whether a substitute is
10 employed or not, for those days beyond the sick leave allowance for the period of five (5) school
11 months or less, such amount not to exceed the absent unit member’s daily rate of pay. A unit
12 member absent beyond this period shall have deducted from his/her salary his/her full daily rate
13 of pay.

14 11.5 Bereavement Leave

15 11.5.1 The District shall grant necessary leave of absence with pay at the
16 employee’s regular rate not to exceed five (5) days on account of the death of any member of
17 employee’s immediate family.

18 11.5.2 For purposes of this provision, immediate family is defined as mother,
19 step-mother, father, step-father, grandmother, grandfather, or a grandchild of the unit member or
20 the spouse of the unit member and the spouse, son, step-son, son-in-law, daughter, step-daughter,
21 daughter-in-law, brother, step-brother, step-sister, brother-in-law, sister, or sister-in-law, of the
22 unit member or any relative, domestic partner or significant other living in the immediate
23 household of the unit member.

1 11.5.3 A unit member shall notify the District prior to the absence and also state
2 the expected duration of the absence to enable the District to secure a substitute.

3 11.6 Industrial Accident Leave

4 11.6.1 Unit members will be entitled to industrial accident leave for personal
5 injury which has qualified for workmen's compensation under the provisions of the State
6 Compensation Insurance Fund.

7 11.6.2 Such leave shall not exceed sixty (60) days during which the schools of
8 the District are required to be in session or when the unit member would otherwise have been
9 performing work for the District in any one fiscal year for the same industrial accident.

10 11.6.3 The District has the right to have the unit member examined by a
11 physician designated by the District to assist in determining the length of time during which the
12 unit member will be temporarily unable to perform assigned duties and the degree to which a
13 disability is attributable to the injury involved.

14 11.6.4 For any days of absence from duty as a result of the same accident, the
15 unit member shall endorse to the District any wage loss benefit check from the State
16 Compensation Insurance Fund which would make the total compensation from both sources
17 exceed 100 percent of the amount the unit member would have received as salary had there been
18 no industrial accident or illness.

19 11.6.5 If the unit member fails to endorse to the District any wage loss disability
20 indemnity check received on account of the industrial accident or illness as provided above, the
21 District shall deduct from the unit member's salary warrant the amount of such disability
22 indemnity actually paid to and retained by the unit member.

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1 11.7 Court Appearance Leave/Jury Duty Leave

2 11.7.1 Eligibility. A unit member of the District, other than a litigant in the case,
3 shall be granted leave under this section with pay if the unit member has been subpoenaed either
4 as a juror to perform trial or inquest jury duty or to appear as a witness in a federal, state, or
5 municipal court or to appear before a state agency.

6 11.7.2 Procedure. A unit member absent on court leave must show verification of
7 his/her attendance in court or state agency, and the fees paid for jury duty or witness service.

8 A unit member may retain all money paid to him/her for mileage and expenses, but jury
9 or witness fees paid to him/her by the court must be turned in to the District.

10 Upon return from court leave, the unit member is responsible for reporting to the District
11 business office and making payment for fees collected. A unit member who appears for jury duty
12 or witness service during regularly scheduled off-duty time may retain fees and other allowances.

13 11.7.3 Grand Jury Service. A unit member accepting appointment to a grand jury
14 shall be placed in a leave without pay status for the duration of the appointment.

15 11.7.4 Expert Witness. Any unit member accepting appointment as an expert
16 witness in any court or administrative agency hearing where the unit member has volunteered
17 his/her services for the purpose of testifying as an expert witness, shall be allowed to retain
18 his/her expert witness fees. The unit member, however, shall not be allowed to charge any day
19 of absence to this leave provision. Instead, the unit member shall be required to take an unpaid
20 leave of absence.

21 11.7.5 Bargaining unit members are discouraged from volunteering their services
22 as an expert witness during the school year.

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1 11.8 Family Care and Medical Leave

2 11.8.1 Leaves. Eligible unit members may take leaves under this Article for the
3 birth, adoption, or foster care of a child, the serious health condition of the unit member's child,
4 parent or spouse and the unit member's own serious health condition except for disability caused
5 by pregnancy, childbirth or related medical conditions.

6 11.8.2 Eligibility. Eligible unit members are entitled to up to a total of twelve
7 workweeks of unpaid leave over any twelve month period for family care/medical leave
8 providing they have more than twelve months of service and at least one thousand two hundred
9 fifty (1,250) hours of service in the previous twelve month period.

10 11.8.3 Reinstatement Rights. A unit member whose request for leave has been
11 granted shall be guaranteed reinstatement to the same position or comparable position if their
12 previous one has been eliminated upon termination of the leave.

13 11.8.4 Continuation of Health Benefits. The District will maintain and pay the
14 current monthly contributions for eligible unit members toward the payment of premiums for
15 group health benefits throughout the period of family care/medical leaves.

16 Unit members shall be entitled to participate in other benefit plans not provided by the
17 District pursuant to this paragraph to the same extent and under the same conditions that apply to
18 an unpaid leave taken for any purpose other than that described in paragraph 11.8.2.

19 11.8.5 Coordination of Benefits. Unit members will be required to use all accrued
20 paid vacation, other accrued time off, and any other paid or unpaid time off provided for under
21 this agreement such as personal leave, five month differential pay, immediate family
22 accident/illness leave and family care leave concurrently with leaves taken for the birth or
23 placement of a child or to care for an ill family member. Leave for which the employee is
24 eligible under Government Code section 12945 shall not count against, but shall be in addition

1 to, family care leave. However, a unit member may not be required to use such leave during a
2 period of leave in connection with the birth, adoption, or foster care of a child, or to care for a
3 child, parent or spouse with a serious health condition, unless mutually agreed to by the unit
4 member and the District. Unit members who take leaves for their own serious health condition
5 will be required to use accrued sick leave in addition to accrued paid vacation, and all other paid
6 or unpaid leaves provided for in this agreement.

7 11.8.6 Employee Status. A leave for family care and medical leave shall not
8 constitute a break in service for purposes of longevity, seniority or any employee benefit plan.

9 11.8.7 Reasonable Notice. If a leave is foreseeable, the unit member shall provide
10 the District with reasonable advance notice of the need for the leave and make reasonable efforts
11 to schedule planned medical treatment to avoid disruption to the operations of the District.

12 11.8.8 Medical Certification. The District may require a unit member's request
13 for leave to care for a child, spouse or a parent who has a serious health condition be supported
14 by a certification issued by the health care provider. Certification is sufficient if it states (1) the
15 date the serious health condition commenced; (2) the probable duration; (3) that the unit member
16 is needed to provide such care, or that the unit member is unable to perform his/her job due to the
17 serious health condition. A second opinion may be required by the Districts and at District
18 expense for the unit member's serious health condition. If the two opinions conflict, a third and
19 binding examination may be required by a mutually agreed on health provider at the District's
20 expense.

21 As a condition of a unit member's return from leave taken because of his/her own serious
22 health condition, the District may require the unit member to obtain certification from his/her
23 health care provider that the unit member is able to resume work.

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1 11.9 Maternity Leave of Absence

2 11.9.1 Definition. A maternity leave of absence is a leave granted to a unit
3 member because of expected maternity. It is granted during pregnancy and the period of
4 convalescence following childbirth. The leave provided for in this section is in addition to any
5 other leave provided for by law or by this Agreement. Throughout this section, the term “leave”
6 means maternity leave of absence as defined above.

7 11.9.2 Application. No later than five (5) months prior to the expected date of
8 delivery, written application for leave must be submitted to the Assistant Superintendent, Human
9 Resources and Support Services, on a form provided by the District. The application for leave
10 must be accompanied by a written statement from a physician indicating the expected date of
11 delivery. The failure of any pregnant unit member to supply a doctor’s certificate indicating the
12 expected date of delivery when requested to do so by the District or to apply for a maternity
13 leave within the prescribed limit will be grounds for the District to immediately suspend the unit
14 member without pay until such time as the unit member does comply with this Agreement.

15 11.9.3 Compensation

16 11.9.3.1 Prior to delivery, the unit member shall, in a form provided,
17 indicate either (1) a non-paid leave of a maximum of one school year or (2) use of sick leave
18 during the pre- and post-delivery period.

19 11.9.3.2 In the event the unit member chooses (2) above, she shall be
20 entitled to use all or part of any accumulated sick leave and shall be further entitled to sick
21 benefits as defined in 11.4 of this Agreement.

22 11.9.3.3 If the unit member selects a non-paid leave, any fringe benefits
23 provided by the District shall continue in full force and effect during the period of leave at the
24 expense of the unit member.

1 11.9.3.4 If the unit member selects the use of sick leave, any fringe benefits
2 provided by the District shall continue in full force and effect during the period of leave.

3 11.9.4 Effective Date. The leave may become effective on the date
4 requested by the unit member which has the recommendation of the unit member's physician and
5 approval of the Board.

6 11.9.5 Duration. The leave may continue for the period of time requested by the
7 unit member, but in no event shall any maternity leave exceed one school year in duration. Not
8 less than seven (7) days prior to return to duty, the unit member must submit a written statement
9 from her physician indicating her fitness to perform her normal duties.

10 Upon application by the unit member, a maternity leave will be extended beyond the
11 period specified in the original authorization for leave up to a total of three (3) months (inclusive
12 of the initial authorization). A unit member may request an additional extension of this time and
13 such request will be reviewed by the District. The District may grant this leave request but in no
14 event shall any maternity leave under this section exceed one year in duration. No later than
15 twenty-one (21) days before the unit member is required to return, she shall submit a notice of
16 her intent to return upon the expiration of the extended leave.

17 In the event of miscarriage or death of the child, a unit member may request a return to
18 service, and must submit a physician's written statement indicating her fitness to perform her
19 normal duties.

20 11.9.6 Assignment Upon Return to Service. Upon return from maternity leave, a
21 unit member shall be assigned her former position.

22 11.9.7. Effect of Maternity Leave. Maternity leave shall not deprive the unit
23 member of any rights or benefits to which she may be entitled including, but not limited to,

1 fringe benefits, placement, class size, salary, and retirement as provided by law and/or in the
2 Education Code.

3 11.10 Catastrophic Leave

4 11.10.1 Definition: Catastrophic Leave is intended for exceptional and
5 demonstrable hardship case, and is not to be considered or treated as a routine extension of paid
6 status for employees who have, by previous absences, exhausted their sick leave and vacation
7 leave. Catastrophic leave shall be limited to the unit member and member's immediate family
8 including parents and children.

9 The Oxnard School District Catastrophic Leave Bank program is intended to provide
10 emergency financial support and to relieve financial hardship in situations where a serious illness
11 or injury incapacitates the employee for an extended period of time, or incapacitates an
12 immediate family member, requiring the employee to be absent from work for an extended
13 period of time to care for that family member per [California Education code section
14 44043.5(1)].

15 Due to the subjective nature of diagnosis for stress and other psychological illnesses, such
16 illnesses shall not qualify for catastrophic leave unless they involve extended hospitalization.

17 11.10.2. The intent of the Catastrophic Leave Bank is to provide Oxnard School
18 District employees (Management, Confidential, OSSA, and CSEA) economic relief for
19 devastating personal health circumstances.

20 Catastrophic Leave may not be used for:

- 21 a. Elective Surgery
- 22 b. Personal Necessity Leave
- 23 c. Normal Pregnancy
- 24 d. Bereavement

25 11.10.3 The groups agree to create a Catastrophic Leave Bank effective September
26 of 2019. The Catastrophic Leave Bank shall be funded in accordance with the terms below.

27 11.10.4 For the purpose of this section, a "day" shall be any day an eligible
28 permanent employee is expected to be on duty.

29 11.10.5 Days in the Catastrophic Leave Bank shall accumulate from year to year.

30 11.10.6 Days shall be contributed to the Bank and withdrawn from the Bank
31 without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

1 **11.10.7 Eligibility and Contributions:**

2 11.10.7.1 At the beginning of each school year, eligible permanent employees may
3 elect to contribute to the catastrophic Leave Bank. Participation is voluntary and only
4 contributors will be permitted to draw from the Bank. Each person's contribution shall be based
5 on a full working day or be prorated to the percentage of the person's daily assignment if less
6 than a full day.

7 11.10.7.2 Open enrollment shall commence on July 1 and close on September 30 in
8 each year for establishing and then sustaining the Catastrophic Leave Bank. A second
9 enrollment shall commence on February 1 and close on February 28 for any unit member who
10 wishes to participate.

11 11.10.7.3 A Catastrophic Leave Committee will be established each year to monitor
12 the program, review requests and determine eligibility to receive a donation of days. The
13 Committee will be comprised of the Assistant Superintendent of Human Resources, 1
14 management/confidential, 2 OSSA members, and 2 CSEA Members selected by each unit. The
15 Assistant Superintendent of Human Resources shall have the responsibility of maintaining
16 records for the program.

17 11.10.7.4 The initial donation shall be one day per participant. When the Committee
18 determines a need, new donation forms will be distributed to all eligible permanent employees to
19 rebuild the bank.. Eligible permanent employees shall be considered active in the Bank as long
20 as they have donated at least one day in any school year when donations are solicited. If the
21 bank falls below 61 days, a second collection shall be asked of all unit members. If a unit
22 member donated at the beginning of the year, and is now unable to donate, a unit member shall
23 still be considered an active participant for the remainder of the year. If a participating unit
24 member has more than 10 sick days, the unit member shall be required to donate a second day in
25 order to replenish and sustain the Catastrophic Leave Bank. If a participating member has less
26 than 10 sick days and does not voluntarily donate a day, they will be required to donate at the
27 beginning of the next year in order to continue participation in the Bank. If it is a year requiring a
28 donation, the member will be required to donate two days to remain active. If no donations are
29 solicited, then a member will stay active unless they choose to cancel. Donated days will not be
30 returned upon cancellation and the participant will not be eligible to receive a donation of days
31 after submitting a cancellation. Unused days shall carry-over and remain in the Bank from year
32 to year.

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11.10.7.5 If the number of days in the Bank at the beginning of the school year exceeds 400 days, no contribution shall be required.

11.10.7.6 Participants or their representative may request a draw from the bank only after all paid leaves including differential/half pay no more than 5 months for OSSA members (100 days for CSEA) have been exhausted. If the participant is also entitled to FMLA (Family Medical Leave Act), the twelve work weeks within a twelve-month period shall run concurrently with the use of Catastrophic Leave. Eligible permanent employees may request up to 60 days of leave from the Bank. Requests will be addressed by the Committee within 10 working days. Requests for additional days from the Bank may be requested and will be granted at the discretion of the Catastrophic Leave Committee.

11.10.7.7 If any Catastrophic Leave Bank days are granted by the Committee to an applicant for a specific and qualified reason are not needed or used, the days shall be returned to the Bank. If the request is approved or denied, the bargaining unit member making the request shall be notified in writing of the decision. This decision shall be final and not subject to the grievance process of the agreement.

11.10.7.8 Catastrophic Leave will require a medical verification to substantiate the illness or injury.

11.11 General Leaves of Absence

11.11.1 General Condition. The District may grant to unit members a leave of absence.

11.11.1.1 If the District, upon recommendation of the Superintendent, does grant a leave of absence, the following conditions shall prevail unless otherwise specified in this Agreement or in the motion granting the leave:

11.11.1.2 A leave of absence will not be granted for more than one school year at a time.

1 11.11.1.3 All applications for an anticipated leave of absence must be
2 on file in the Superintendent's office at least sixty (60) days prior to the effective date of the
3 leave.

4 11.11.1.4 A unit member on leave of absence shall be bound by all of
5 the terms and conditions stated at the time of authorization of the leave by the District.

6 11.11.1.5 On or before April 1 of the year of the leave, such
7 individual to whom a leave of absence is granted shall notify the District Superintendent in
8 writing if he wishes to return to the District's employ at the beginning of the following school
9 year.

10 11.11.1.6 Failure to notify the District Superintendent on or before
11 April 1 of the year of leave will constitute a resignation of the position from which the unit
12 member is on leave.

13 11.11.1.7 Assignment upon return from leave will be in accordance
14 with the conditions agreed to in the granting of the leave.

15 11.11.1.8 Any compensation granted shall be specified in the motion.

16 11.11.1.9 General leaves that are granted for personal renewal must
17 show that such a leave will provide the unit member an opportunity to prepare for improved
18 service in the schools of the Oxnard School District.

19 11.11.1.10 The District may approve a general unpaid leave for a unit
20 member when requested by the unit member to address family emergencies or special
21 circumstances.

22 11.12 Verification of Absence

23 The unit member shall file with the Superintendent a signed statement certifying to the
24 cause of any absence from duty. The unit member's monthly time card satisfies this requirement.

1 The unit member shall be required to submit other suitable verification of the reasons for an
2 absence when requested by the Superintendent.

3 11.13 Sabbatical Leaves of Absence

4 11.13.1 Sabbatical leave is defined as any definite plan whereby a unit
5 member may be granted leave of absence covering a stipulated period of time of a school year,
6 such leave to be used for professional improvement, and including payment of partial salary for
7 such leave.

8 11.13.2 Sabbatical leave is not granted as a reward for service or work
9 already performed, but rather as an opportunity to prepare for improved service in the schools of
10 the Oxnard School District.

11 11.13.3 The goals or reasons for granting sabbatical leave are summarized
12 as follows:

- 13 11.13.3.1 Improved professional service:
- 14 11.13.3.2 Broader professional view;
- 15 11.13.3.3 Higher scholarship and culture;
- 16 11.13.3.4 Inspiration to other unit members; and
- 17 11.13.3.5 Help to the school system in attracting competent new
18 personnel.

19 11.13.4 Definition: A sabbatical leave is a leave granted to a unit member
20 for one of the following reasons:

21 11.13.4.1 Professional Study. A sabbatical leave for professional
22 study is one during which the unit member is enrolled in a program of full-time study in an
23 accredited institution of higher learning. Courses must, in the judgment of the sabbatical leave
24 committee, relate to the present or prospective service of the unit member.

1 11.13.4.2 Independent Study or Research. A leave taken for the
2 purpose of pursuing a program of independent study or research must be related to the present or
3 prospective services of the unit member and must be under the guidance of the District sabbatical
4 leave committee. The program must be equivalent in effort and content to that required under
5 paragraph (a) above, for professional study. A complete plan for such study must be approved by
6 the sabbatical leave committee and filed with the original application for leave.

7 11.13.5 Travel. A travel leave is one during which the unit member shall
8 remain in travel status and must be related to the present or prospective services of the unit
9 member. A complete plan for such travel must be approved by the sabbatical leave committee
10 and filed with the original application for leave.

11 11.13.5.1 Combination Study and Travel. A combination leave may
12 be approved for both study and travel provided that the goals specified relate closely to the
13 present or prospective service of the unit member in the Oxnard School District. A complete plan
14 for such a combination must be approved by the sabbatical leave committee and filed with the
15 original application for leave.

16 11.13.5.2 Eligibility. Sabbatical leave for the purpose of engaging in
17 professional study, research and travel, may be granted to unit members under 62 years of age
18 who have completed seven (7) continuous, full school years of service in the Oxnard School
19 District. Service of at least seventy-five percent (75%) of the duty days in each year will count as
20 a full school year. Any exceptions must be upon the recommendation of the District sabbatical
21 leave committee.

22 Successful applicants must fulfill all terms of the leave agreement granted to them and
23 render one full school year of service to the District upon return from leave, except as death or
24 physical or mental disability or circumstance beyond the control of the employee may intervene.

1 11.13.6 Length of Leave. A sabbatical leave may be granted for a college
2 quarter, semester, two or more consecutive quarters, or two semesters in the same school year.

3 11.13.7 Number of leave. The total number of unit members granted
4 sabbatical leave during any one school year shall not exceed two members of the unit.

5 If the number of eligible unit members applying for sabbatical leave for any one fiscal
6 year exceeds two, the granting of leaves shall be governed by:

7 11.13.7.1 Relative merits of each leave proposal;

8 11.13.7.2 Seniority; and

9 11.13.7.3 Whether applicant has been granted previous leave.

10 11.13.8 Request Procedure. The unit member should make a written
11 application to the Office of the Superintendent on the form provided by the Personnel
12 Department. Applications for sabbatical leave shall be submitted by April 1 of the school year
13 prior to the school year in which the leave would occur.

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

17 11.13.9 Review of Requests for Leave. Following the April 1 deadline for
18 receipt of applications for leave, the Superintendent shall direct the sabbatical leave committee to
19 review all such applications filed by the deadline and report to him prior to May 1.

20 11.13.10 Sabbatical Leave Committee. The committee shall be comprised of
21 the following persons:

22 11.13.10.1 The Superintendent's designated representative who will
23 serve as chairperson;

1 11.13.10.2 The Assistant Superintendent, Human Resources and
2 Support Services;

3 11.13.10.3 Two unit members selected by the Association.

4 The committee will make recommendations to the Superintendent for the granting of
5 leave in an order based upon the committee's priority of all leave applications. If the committee
6 recommends that certain sabbatical leave proposals do not meet the criteria or do not show merit,
7 it shall so state in its report to the Superintendent.

8 The report and recommendations of the committee shall be filed with the Superintendent
9 in writing no later than May 1.

10 11.13.11 Report to Board. In May the Superintendent shall report to the
11 Board of Trustees all requests for sabbatical leave and the recommendations of the sabbatical
12 leave committee and his recommendations concerning the leave.

13 11.13.12 Compensation. The unit member on sabbatical leave may elect to
14 receive his salary in accordance with any of the options provided by the Business Office after
15 furnishing a suitable bond indemnifying the District against loss in the event that the unit
16 member fails to render at least one year service in the District following his return from leave.
17 Such bond will be exonerated in the event of failure to return and render on year of service as
18 described above if caused by death, physical or mental disablement of the unit member, or
19 circumstances beyond the control of the unit member.

20 If the unit member elects not to furnish a suitable bond, he/she shall be paid the salary
21 due him/her in two equal installments, one-half (1/2) at the conclusion of the first half of the unit
22 member's work year after return to service and one-half (1/2) at the conclusion of the second half
23 of the unit member's work year.

1 The unit member shall receive compensation during sabbatical leave equal to the
2 difference between his salary and that of his replacement.

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

6 Credit for advancement in class on the District salary schedule can be achieved only
7 through the acquisition of upper division or graduate work taken through an accredited
8 institution of higher learning.

9 11.13.13 Required Report. Within eight (8) weeks after the expiration of the
10 leave, the unit member shall submit in writing three copies of a detailed evaluation of his
11 activities while on leave, showing evidence that he/she has met the objectives stated in his/her
12 application.

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

17 11.14 Paid Association Leave

18 11.14.1 The Association President shall be given an assignment in the
19 District that reflects a reduced workload of 35 days. The Association President will be paid a
20 100% assignment, but will be allowed 35 days per year to perform Association business. The
21 Director of Pupil Services will assign the President to an assignment based on the reduced work
22 days. This article is intended to insure that the employee who is serving as President has an
23 assignment that allows for the effective execution of the duties assigned as well as the President
24 position.

1 11.14.2 Up to 6 days per year are available for a designee of the
2 Association President to perform Association business. If a substitute is utilized for the designee,
3 the cost of the substitute will be split between the District and the Association 50/50.

4 11.14.3 Release time spent participating in Collective Bargaining and any
5 mandatory District meeting will be excluded from the days above.

6 11.15 Emergency Leave: Natural Disasters

7 In the event an employee is unable to reach work from home because of conditions
8 resulting from a natural disaster, i.e. flooding, landslides, earthquake, fire, the Board shall grant
9 an emergency leave of absence to the affected members. This leave shall be granted without loss
10 of pay and shall not be charged against the employee's PNS or other paid leave.

11 //

12 **Article 12. SAFETY CONDITIONS**

13 12.1 All unit members shall maintain safe and sanitary conditions in their teaching or
14 work areas of responsibility.

15 12.2 All unit members will report to their immediate supervisor any practice,
16 condition, or specific occurrence which poses a threat to the health or safety of any person
17 associated with the District.

18 //

19 **Article 13. ASSOCIATION RIGHTS**

20 13.1 The Association shall be entitled to use official bulletin board for lawful
21 communications with unit members.

22 13.2 The Association will have the opportunity to use school buildings under the Civic
23 Center provisions so long as such does not interfere with District programs.

1 13.3 The Association shall have the right of access to areas in which employees work,
2 the right to use bulletin boards, mailboxes, and other means of communication, and the right to
3 use District facilities for the purpose of Association-called meetings.

4 13.3.1 Communication. The Association shall be entitled to post notices of
5 Association concern on a staff bulletin board in an area frequented by unit members in each
6 school complex. An Association representative shall be responsible for intra-school distribution
7 of said communications. A copy of general distribution Association material shall be sent to the
8 principal or designee at time of posting or delivery. The Association's mail will be delivered
9 unopened and without undue delay.

10 13.3.2 Use of Facilities. The Association may use school facilities for meetings
11 when involved unit members are not on duty, subject to approval of the principal. Such approval
12 shall be granted unless such meetings conflict with previously scheduled use of such facilities or
13 the buildings are otherwise unavailable for use. No District facilities may be used for any
14 purpose that would violate any federal, state or local law or regulation.

15 13.3.3 The employer shall provide the Association with names and work
16 locations of all bargaining unit personnel no later than August 15 of each school year and of all
17 bargaining unit personnel employed after August 15 of each year within thirty (30) days of
18 employment.

19 13.4 In addition, upon request, the District shall provide the Association with materials
20 necessary for the Association to fulfill its role as exclusive bargaining representative.

21 13.5 Distribution of Contract. Within forty-five (45) days after acceptance of this
22 contract, upon the unit member's request, the District shall duplicate and provide, without
23 charge, a copy of the Agreement and any subsequent amendments to each bargaining unit
24 member. Distribution of the contract will otherwise be provided by EMAIL or on the District's

1 Website. Any person who becomes a member of the bargaining unit after the execution of this
2 Agreement shall be provided with a copy of this Agreement and any subsequent amendments,
3 without charge.

4 13.6 Unit members shall be entitled to attend OSSA membership meetings twice per year
5 (not to exceed 2 hours per meeting) during the duty day. Such time used for this purpose shall be
6 made up by the unit members as part of the unit member's 40 hour work week.

7 //

8 **Article 14. NEGOTIATION SESSIONS**

9 14.1 The District agrees to meet and negotiate within thirty (30) duty days of an initial
10 proposal submitted by the Association at a public board meeting.

11 14.2 Negotiations shall take place at mutually agreeable times and places.

12 //

13 **Article 15. CONTRACTUAL DUTIES**

14 Unit member's duties shall include those duties specifically described in their job
15 descriptions and assume other related duties normally associated with their positions.

16 //

17 **Article 16. SALARIES**

18 16.1 OSSA and OSD agree to 1.25% on salary schedule (ongoing), retroactive to July
19 1, 2018 and \$288 off schedule (one-time payment).

20 16.2 Initial Placement

21 16.2.1 Up to three (3) years of recent comparable work experience shall be
22 granted for initial placement on the appropriate salary schedule. Unit members selected for the
23 senior psychologist and senior speech therapist positions shall be placed on the same step
24 number of the salary schedule of their current placement.

1 16.2.2 District employees who accept a position within the bargaining unit shall
2 be placed on a step on the salary schedule where the employee will realize an increase in the
3 employee's current per diem rate. Up to one (1) year of credit shall be given for recent
4 comparable job experience if this results in increased placement on the salary schedule.

5 16.3 Salary Advancement. Unit members working 75 percent of their normal work
6 year and day shall be credited with one year's service for purposes of advancement on the salary
7 schedule.

8 16.3.1 Unit members working 50 percent to 74 percent of their normal work year
9 and day shall accumulate credit for purposes of advancement on the salary schedule. A unit
10 member working 50 percent of his/her normal work year for two years shall be credited with one
11 step advancement on the salary schedule.

12 16.4 Substituting. The Association and District are committed to and share the belief
13 that when a unit member is on leave for 10 consecutive days or more, the District shall make a
14 good faith effort to provide substitutes for unit members who work directly with students.

15 The District will first offer substitute assignments to current OSSA unit members. Unit
16 members substituting for another unit member shall be compensated at their per diem rate of pay.
17 If the District is unable to obtain an available OSSA unit member, the District shall search for
18 substitutes outside of the District or in other OSD bargaining units. If the substitute assignment is
19 offered to someone outside the bargaining unit and they are not appropriately credentialed, the
20 rate of pay shall be the current substitute teacher rate of pay. If the substitute is appropriately
21 credentialed and they are not part of the bargaining unit, then they shall be paid placed on the
22 approved substitute salary schedule.

23 16.5 Substituting in Supervisory Role. Unit members asked to act in place of a
24 school administrator shall be compensated at their per diem rate of pay.

1 16.6 Extra Duty Assignments: Unit members who agree to provide services in an
2 extra duty assignment consistent with their job classification shall be compensated at an hourly
3 rate the basis for which is the unit member's per diem rate of pay (See also Article 7.5).

4 16.7 Reassignment Within the Unit

5 16.7.1 Unit members who are involuntarily assigned to a new position within the
6 unit shall receive at least the same per diem pay as they received prior to the reassignment.

7 16.8 Anniversary Increments. Anniversary increments shall be as follows: \$600
8 shall be granted at the beginning of the 9th year of service to the District, and 2.25 percent of Step
9 1 of the employee's salary plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st,
10 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District.

11 16.9 Stipends. Unit members possessing the qualifications for and serving in the
12 position of the Senior Speech/Language Specialist or the Senior Psychologist positions are
13 granted \$1,000 stipend per annum.

14 A two-tier work year schedule for psychologists and speech and language specialists shall
15 be established.

16 Upon actual received of a bilingual/bicultural credential or certificate of competence in
17 Spanish from an accredited university and/or State Department of Education, the District will
18 pay a one-time stipend in the amount of \$1,000.

19 16.9.1 Any unit member who uses his/her personal vehicle in the performance of
20 work for the school District shall receive a mileage stipend based on the following:

- 21 A. Unit Members (except as described in C below) assigned to one location
22 shall receive 60 miles per month at the IRS approved per diem rate.

1 B. Unit Members (except as described in C below) assigned to more than one
2 location shall receive 125 miles per month at the IRS approved per diem
3 rate.

4 C. Nurse Coordinator, Program Specialist Coordinator, Behavioral Specialist
5 Coordinator, unit members assigned to Augmentative Alternative
6 Communication assignments, private school assignments, the BEST
7 program, and Nurses shall receive 250 miles per month at the IRS
8 approved per diem rate.

9 D. Any member who travels miles in excess of the above mileage can claim
10 the additional mileage pursuant to Board Policy 3350.

11 For purposes of interpreting Article 16, Section 16.9, it is agreed that management shall
12 be the sole determiner of the need for extended work year assignments. The need for extended
13 work year assignments shall be determined on an annual basis.

14 //

15 **Article 17. PROFESSIONAL GROWTH**

16 17.1 Professional Growth is a collaborative process that assists in the improvement of
17 the individual's professional performance or skills and is also an opportunity for the District to
18 improve the knowledge base or productivity in particular areas.

19 17.2 By October 30, or within thirty (30) days following commencement of duties,
20 whichever is later, the supervisor and the unit member will meet and attempt mutually to agree
21 upon the unit member's objectives for the ensuing school year. If the supervisor and unit member
22 cannot agree on the objectives, the supervisor shall make the final decision. The objectives will
23 be specified in writing. In the event the written objectives are not mutually agreed upon, but are
24 finally determined by the supervisor, the unit member may, no later than five (5) working days

1 following receipt of the written objective, submit to the supervisor written comments detailing
2 any constrains which the unit member believes will prevent him/her from attaining the stated
3 objectives.

4 17.3 Except for lower division course work in sign language and
5 speaking/reading/writing Spanish, all courses must be upper division or graduate and taken
6 subsequent to the fulfillment of the requirements for the bachelor's degree.

7 17.4 Recognizing that professional development is ongoing and that pre-service
8 education alone cannot provide all the knowledge and skills that unit members will need to keep
9 abreast of technological and informational developments throughout their careers, the District
10 commits to an ongoing program of staff development.

11 The District shall provide financial support for professional development and release time
12 for unit members. The financial support shall be as follows:

13 17.4.1 Each unit member shall receive a one time lump sum of \$750.00
14 annually. The lump sum payment would be received by the unit member on their first pay
15 warrant in each new fiscal year.

16 All requests for release time for unit member initiated professional development
17 shall be submitted to the unit member's immediate supervisor for approval. The District shall
18 not act arbitrarily or capriciously when rejecting requests. Unit members may use the grievance
19 process to challenge a rejection of their request for release time.

20 17.4.2 For employees whose work year is between 180 and 195 days eight (8)
21 days per year of release days will be granted to attend workshops/seminars. These days will be
22 in addition to attendance at local professional organization meetings and District required
23 workshops and training. For employees whose work year is above 195 days ten (10) days per
24 year of release days will be granted to attend workshops/seminars.

1 17.4.3 Up to two conference days may be carried over into the following school
2 year only; no unit member shall be entitled to have more than ten (10) such days (17.4.1) or
3 twelve (12) such days (17.4.1) available to them in any one school year.

4 17.4.4 Unit members who work 75% or more, of the regular work year for the
5 classification to which they are assigned, shall receive the full professional growth allocation.
6 Unit members whose work year is less than 75% shall receive a prorated amount based on the
7 percentage their work year bears to a full-time assignment. Unit members who separate from the
8 District mid-year shall reimburse the District a prorated share of the Professional Growth stipend
9 based on the amount of days not worked as part of their work year.

10 17.5 Professional Growth Award Program

11 17.5.1 For each fifteen (15) semester units (22 1/2 quarter units) professional
12 growth program taken subsequent to the completion of the bachelor's degree, an award of \$1,000
13 will be granted.

14 17.5.2 Credit toward a Professional Growth Award Program will not be allowed
15 if attendance is permitted during the unit member's assigned duty hours, and/or expenses in any
16 amount are paid directly or indirectly by the District.

17 17.5.3 Prior approval for professional growth credit may be granted for seminars
18 and workshops sponsored by a recognized professional Association, college, or university.
19 Attendance verification must be provided on a District form which shall include receipts and
20 registration.

21 17.5.4 Credit for such seminars or workshops shall be awarded on the basis of
22 one (1) semester unit for each fourteen (14) hours of participation.

23 17.6 Transfer of Professional Growth Credit. A unit member who earned professional
24 growth credits while a certificated employee of the Oxnard School District shall be allowed to

1 transfer such credits for compensation when accepting a position within the OSSA bargaining
2 unit. Professional growth credits accrued prior to becoming a unit member will be subject to
3 review by the Assistant Superintendent, Human Resources and Support Services, to verify that
4 said credits are applicable to the unit member's new position. Only those credits deemed
5 applicable and previously not compensated for will be transferred for compensation with the
6 unit. This section is intended to include any employee who has transferred into an OSSA position
7 during the term of the 1991-94 contract.

8 //

9 **Article 18. FRINGE BENEFITS**

10 18.1 The Association agrees to be bound by the terms and conditions of the Gold Coast
11 Joint Benefits Trust Participation Agreement. Such Participation Agreement shall be attached
12 hereto as Appendix B and incorporated by this reference as though fully set forth herein. Unit
13 members shall participate in the District's group health and welfare benefits currently in
14 existence and/or as may be amended, changed, or modified by approval or resolution of the
15 Board of Trustees for certificated staff. The cost of participating in the Districts group health and
16 welfare benefits shall be paid by the unit member. The unit member may participate in the
17 District's Section 125 Plan to allow for monthly pre-tax deductions of the health and welfare
18 benefits cost borne by the unit member (See Article 16.1.1).

19 18.2 The District and Association accept the Trust Fund directors appointed
20 respectively by participating employees (Management) and employee organizations (Labor) as
21 their directors and agree to be bound by the collective decisions of the Board of Directors to the
22 extent such decisions are lawful, are consistent with the Trust Fund's Declaration of Trust and do
23 not conflict with the terms and conditions of the parties' Participation Agreement or this
24 collectively negotiated agreement.

1 18.3 Life Insurance. The District shall contribute monthly premiums for group life
2 insurance. The insurance coverage will be in the amount of \$10,000 for members, \$1,500 for
3 dependents older than six months, and \$100 for dependents six months and younger.

4 18.4 Health Insurance for Retirees

5 18.4.1 Bargaining unit members who were hired before July 1, 2006 will be
6 eligible for the retirees' health insurance benefits subject to the following conditions: This
7 provision shall apply to unit members retiring between the ages of fifty-five (55) and sixty-nine
8 (69); the unit member must have served in a certificated position in the California public school
9 system for at least fifteen (15) years and in the Oxnard School District for the eight (8)
10 consecutive years preceding the date of retirement and the unit member must be participating in
11 the health benefits program for at least 8 of the last 10 years preceding their retirement date. One
12 of the eight (8) years must be the year of retirement. For such unit members who elect to
13 participate in this benefit, the District shall contribute the full amount of the composite rate
14 premium for group health insurance and the full amount of the premium for vision and dental
15 until the unit member reaches age sixty-nine (69). This insurance shall continue until age sixty-
16 nine (69) even though the retiree is eligible for and receiving alternative insurance.

17 18.4.2 Bargaining unit members who are hired on or after July 1, 2006 through
18 June 30, 2012 will be eligible for the retirees' health insurance benefits subject to the following
19 conditions:

20 This provision shall apply to unit members retiring between the ages of fifty-five (55) and sixty-
21 five (65); the unit member must have served in a certificated position in the California public
22 school system for at least fifteen (15) years and in the Oxnard School District for the eight (8)
23 consecutive years preceding the date of retirement and the unit member must be participating in
24 the health benefits program for at least 8 of the last 10 years preceding their retirement date. One

1 of the eight (8) years must be the year of retirement. For such unit members who elect to
2 participate in this benefit, the District shall contribute the full amount of the composite rate
3 premium for group health insurance and the full amount of the premium for vision and dental
4 until the unit member reaches age (65). This insurance shall continue until age sixty-five (65)
5 even though the retiree is eligible for and receiving alternative insurance.

6 18.4.3 For retirees who satisfy the terms and conditions of Section 18.4 of the
7 contract and who are eligible for Medicare prior to reaching the age of 69, the District's health
8 insurance contribution shall be modified to provide secondary/supplemental coverage to
9 Medicare A and B until age 69 in lieu of primary coverage. Should a retiree not be eligible for
10 Medicare, then the retiree shall continue to be covered by the District's health insurance and that
11 insurance shall act as the primary coverage up to the age of 69.

12 18.4.4 Should a retiree who was formerly a part-time employee elect to enroll, the
13 District shall prorate the premium contribution (e.g., a 75% FTE employee shall pay 25% of the
14 district's premium contribution). The retiree will be obligated to pay any difference between the
15 District's contribution and the actual insurance premium.

16 18.4.5 A retiree can elect to opt-out of the insurance program at any time. Once
17 this decision is made it is irrevocable.

18 18.4.6 Coverage under this section applies only to the retiree, their spouse or
19 domestic partner, and any eligible dependents that are covered at the time of retirement.

20 18.5 OSSA Members hired into the District AFTER July 1, 2012 are not eligible for
21 retiree health benefits.

22 //

23 //

24 //

1 **Article 19. WELLNESS**

2 19.1 The Association and District recognize that unit members have high demands on
3 their time, skills, and stamina. As such, it is imperative that unit members have the skills needed
4 to address both the stressors, physical, mental, spiritual and emotional on themselves, as well as
5 the community. Skills for how to accomplish this have emerged from a variety of fields
6 including positive psychology, mindfulness and similar meditative practices, traditional
7 relaxation training, and from the new field of psychoneuroimmunology. The Association and the
8 District will offer ongoing professional development that supports unit members' well-being,
9 recognizing we share a respect for the relationship of the mind to the body, and the importance of
10 using positive intention to influence therapeutic outcomes. The wellness support will include
11 opportunities to learn by doing; to demonstrate the power of positive intention, positive affective
12 expression, progressive relaxation strategies, mindful practices for being fully present moment
13 by moment, and the use of guided imagery to produce beneficial physical and emotional
14 outcomes in both ourselves and in the students we serve. Every regular [departmental District
15 Office] staff meeting will integrate a component of wellness and self-care. The District will
16 provide two opportunities for members per school year which may include in-service, trainings,
17 [or] external options. The overall purpose of this approach is to increase wellness and work/life
18 balance for unit members and their ability to provide quality service to our community and to
19 increase unit member's awareness of the extra-therapeutic factors that influence successful
20 outcomes within therapeutic relationships. These methods for self-care will help create the
21 conditions for improved physical and emotional functioning for unit members.

22 19.2 Unit members may use the release days for wellness activities as part of the
23 allocation as referenced in Professional Growth Article 17.4.2. Release time for wellness is
24 included within the total amount of release time allocated for professional growth. Requests for

1 release time for unit member initiated wellness activities shall be submitted to the unit member's
2 Site supervisor or Administrative designee for approval. The District shall not act arbitrarily or
3 capriciously when rejecting requests.

4 //

5 **Article 20. SUPPORT OF AGREEMENT**

6 This Agreement shall supersede any rules, regulations, or practices of the Board which
7 shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be
8 incorporated into and be considered part of the established policies of the Board.

9 Except where specified in Article 22, Term, during the term of this Agreement, the
10 Association waives and relinquishes the right to meet and negotiate and agrees that the Board of
11 Trustees of the District shall not be obligated to meet and negotiate with respect to any subject or
12 matter within the scope of representation whether referred to or covered by this Agreement.

13 This Agreement shall constitute the full and complete commitment between both parties
14 and shall supersede and cancel all previous agreements both written and oral. This Agreement
15 may be altered, changed, added to, deleted from or modified only through the voluntary, mutual
16 consent of the parties in a written and signed amendment to this Agreement.

17 //

18 **Article 21. CONCERTED ACTIVITIES**

19 It is agreed and understood that there will be no strike, work stoppage, slow-down,
20 picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or
21 other interference with the operation of the District by the Association or by its officer, agents or
22 members during the term of this Agreement, including compliance with the request of other
23 labor organizations to engage in such activity.

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

6 It is agreed and understood that any employee violating this Article may be subject to the
7 full range of disciplinary procedures available to the District.

8 It is understood that, in the event this Article is violated, the District shall be entitled to
9 withdraw any rights, privileges or services provided for in this Agreement.

10 The District agrees it shall not engage in a lockout in the bargaining unit.

11 //

12 **Article 22. SAVINGS PROVISIONS**

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

16 //

17 **Article 23. TERM**

18 This Agreement shall become effective July 1, 2018 and shall remain in full force and
19 effect up to an including June 30, 2019 and shall continue in effect year-by-year, unless one of
20 the parties notifies the other in writing no later than April 1 of each year of its request to modify,
21 amend, or terminate the agreement. No sooner than January 1, 2019 or January 1 of any
22 successive year, and no later than March 1, 2019 or March 1 of any successive year, the party
23 wishing to modify, or amend the agreement shall submit in writing its request to do so,
24 accompanied by its initial proposals for a successor agreement. Meeting and negotiating in

1 connection with such proposals as well as appropriate counter-proposals shall commence no later
2 than April 1 following receipt thereof. Either party may reopen to negotiate Article 16, Salaries
3 and Article 18, Fringe Benefits. Additional articles, up to a maximum of three (3) by each party
4 may be re-opened, provided, however, that if the re-opener proposals from both parties exceed
5 three (3) articles, then the articles to be re-opened shall be selected by mutual agreement of the
6 parties.

7 //

8 **Article 24. DISCIPLINE**

9 Discipline shall be imposed upon bargaining unit members only pursuant to this Article.
10 Discipline shall be for cause, provided that in the exercise of this right, the District will not act
11 arbitrarily, capriciously or in violation of the terms of this Agreement. For purposes of this
12 Article, discipline shall not be defined to include termination.

13 a.) LEVEL 1 INFRATIONS:

14 Ground for imposition of discipline for Level 1 infractions shall be limited to:

- 15 1.) Violations of Board policy other than violations that are Level 2 infractions
16 under this Article;
- 17 2.) Violations of department policy
- 18 3.) Tardiness
- 19 4.) Excessive absences without prior notice to the unit member's immediate
20 supervisor.

21 Penalties:

22 Imposition of penalties under this Section "a" shall incorporate concepts of progressive
23 discipline utilizing verbal reprimands, counseling, written reprimands and letters in the personnel
24 file.

1 b.) LEVEL 2 INFRACTIONS:

2 Grounds for imposition of discipline Level 2 infractions shall be limited to:

- 3 1.) Insubordination following repeated written warnings in connection with items listed
4 under “a” above,
- 5 2.) Conduct with endangers the health and safety of the employee or other employees
6 and/or students or members of the public,
- 7 3.) Theft or misappropriation of District property or money, in the performance of the
8 unit member’s duties for the District.
- 9 4.) Falsifying and/or misrepresenting facts on forms or records of the District or of any
10 public entity used in connection with the performance of the unit member’s duties for
11 the District or on any job application or resume submitted to the District.,
- 12 5.) Willful violations of the Education Code or other California Law,
- 13 6.) Flagrant disobedience of or willful refusal to follow the reasonable rules, regulations
14 and directives governing employment that have previously been brought to the
15 attention of the unit member and/or or that are of such a nature that they warrant
16 serious penalty.

17 Penalties:

- 18 1.) Imposition of penalty under this Section “b” shall be limited to:
19 Suspension with or without pay for up to five (5) working days;
- 20 2.) Involuntary transfers for the remainder of the school year, unless the District and the
21 employee agree the transfer will be permanent;
- 22 3.) Nothing herein shall limit the District’s authority to impose greater penalties where
23 such are specifically authorized by the Education Code or other California law

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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 refused to follow written directives.

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 unreasonable 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.



Oxnard School District

District Work Calendars

2018-2019

FINAL

Month	Calendar Grid	Staff Legend
July	[Calendar Grid for July]	LEGEND S S/P Day for Staff (No Students) P Preparation Day for Staff (No Students) F First Day of the School Year for Students C Conference Day (Student minimum day) M Minimum day L Last Day of the School Year for Students H Holiday (School Office/Buildings closed) V Mandatory Vacation X Non-Student Day HC Holiday for Classified Employees
August	[Calendar Grid for August]	
September	[Calendar Grid for September]	
October	[Calendar Grid for October]	
November	[Calendar Grid for November]	
December	[Calendar Grid for December]	
January	[Calendar Grid for January]	
February	[Calendar Grid for February]	
March	[Calendar Grid for March]	
April	[Calendar Grid for April]	
May	[Calendar Grid for May]	
June	[Calendar Grid for June]	

Oxnard Support Services Association (OSSA)
2018-19 Salary Schedule effective 07/01/2018

Nurse		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 418	\$ 76,139	\$ 1,813
Step 2	\$ 436	\$ 79,874	
Step 3	\$ 458	\$ 83,823	
Step 4	\$ 481	\$ 87,992	
Step 5	\$ 505	\$ 92,400	

Nurse w/Masters*		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 468	\$ 85,717	\$ 2,029
Step 2	\$ 492	\$ 89,997	
Step 3	\$ 516	\$ 94,518	
Step 4	\$ 543	\$ 99,308	
Step 5	\$ 567	\$ 103,779	

School Counselor		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 445	\$ 81,473	\$ 1,933
Step 2	\$ 481	\$ 87,973	
Step 3	\$ 516	\$ 94,473	
Step 4	\$ 552	\$ 100,973	
Step 5	\$ 587	\$ 107,473	

Coordinator (Nurse)		Days 210	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 105,143	\$ 2,466
Step 2	\$ 523	\$ 109,742	
Step 3	\$ 546	\$ 114,561	
Step 4	\$ 571	\$ 119,818	
Step 5	\$ 597	\$ 125,294	

Speech Therapist		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 468	\$ 85,717	\$ 2,029
Step 2	\$ 492	\$ 89,997	
Step 3	\$ 516	\$ 94,518	
Step 4	\$ 543	\$ 99,308	
Step 5	\$ 567	\$ 103,779	

Psychologist		Days 195	
	Daily Rate	Column	Anniversary
Step 1	\$ 506	\$ 98,701	\$ 2,321
Step 2	\$ 529	\$ 103,144	
Step 3	\$ 553	\$ 107,812	
Step 4	\$ 578	\$ 112,710	
Step 5	\$ 604	\$ 117,855	

Coordinator		Days 180	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 90,122	\$ 2,128
Step 2	\$ 523	\$ 94,064	
Step 3	\$ 546	\$ 98,195	
Step 4	\$ 571	\$ 102,701	
Step 5	\$ 597	\$ 107,395	

Coordinator		Days 205	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 102,639	\$ 2,409
Step 2	\$ 523	\$ 107,129	
Step 3	\$ 546	\$ 111,834	
Step 4	\$ 571	\$ 116,965	
Step 5	\$ 597	\$ 122,311	

Coordinator		Days 190	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 95,129	\$ 2,240
Step 2	\$ 523	\$ 99,290	
Step 3	\$ 546	\$ 103,651	
Step 4	\$ 571	\$ 108,406	
Step 5	\$ 597	\$ 113,362	

Behavior Specialist and Program Specialist are on Coordinator 190 day schedule.

Inactive Classifications:

Coordinator - GATE	180 Days
Coordinator - Reading First	180 Days
Coordinator - Title VII Prof. Develop.	180 Days
Coordinator - Prof. Develop.	225 Days
Coordinator - Educational Media Tech	225 Days
Senior Psychologist	225 Days
Senior Speech Therapist	225 Days

*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.



OSSA Employee Performance Evaluation Summative Report

COUNSELOR

Employee's Name _____ School Year _____

Supervisor _____ Assignment Location: _____

Check one: [] Probationary Year 1 [] Probationary Year 2 [] Permanent [] 60 Day Follow-Up

Instructions: This form will be completed for all OSSA members as contract provisions require and will be signed at the scheduled Final Evaluation Conference. PERFORMANCE EVALUATION will become part of the employee's personnel file, and will be considered in relation to continued employment, attainment of permanent classification, transfer, promotion, and dismissal or other disciplinary action.

[E] Exceeds Expectations [M] Meets Expectations [N] Needs improvement [U] Unsatisfactory

RATE PERFORMANCE AREA

- 1. Attendance and Punctuality (Regular in attendance & habitually on time, prompt)
Comments:
2. Work Relationships (Courteous, collaborative, assists others when possible)
Comments:
3. Quality of Work (Accurate, neat, well-organized, thorough)
Comments:
4. Quantity of Work, Work Habits & Productivity (Consistently completes tasks)
Comments:
5. Initiative and Dependability (Readily takes responsibility and follows through with minimum direction)
Comments:
6. Provides assistance to teachers in the interpretation of abilities and needs of individual pupils
Comments:
7. Assists the staff in establishing and maintaining positive pupil behavior and relationships
Comments:
8. Assists in the preliminary evaluation of pupils referred by staff or parents to coordinate internal and external resources to support pupils with social/emotional/academic difficulties
Comments:
9. Assists the teachers and principals in achieving the optimum placement and interventions within the school for each pupil
Comments:
10. Counsels pupils and provides parent education on matters relating to the pupil's adjustment to school
Comments:

SUMMARY OF OVERALL PERFORMANCE

Exceeds Expectations Needs Improvement
Meets Expectations Unsatisfactory

An improvement plan must be completed when the evaluation form has a rating of "Needs Improvement" or "Unsatisfactory." Employee must be reevaluated within 60 days until employee achieves a positive evaluation or is separated from the District.

Supervisor's Signature Position Title Date

Employee: I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (Employee may append comments to this evaluation by submitting them in writing to the Certificated Personnel Office.)

Employee's Signature Position Title Date

DISTRIBUTION: Human Resources/Personnel; Employee; Supervisor



OSSA Employee Performance Evaluation Summative Report

COORDINATOR: ELD IMPLEMENTATION SPECIALIST

Employee's Name _____ School Year _____

Supervisor _____ Assignment Location: _____

Check one: [] Probationary Year 1 [] Probationary Year 2 [] Permanent [] 60 Day Follow-Up

Instructions: This form will be completed for all OSSA members as contract provisions require and will be signed at the scheduled Final Evaluation Conference. PERFORMANCE EVALUATION will become part of the employee's personnel file, and will be considered in relation to continued employment, attainment of permanent classification, transfer, promotion, and dismissal or other disciplinary action.

[E] Exceeds Expectations [M] Meets Expectations [N] Needs improvement [U] Unsatisfactory

RATE PERFORMANCE AREA

- 1. Attendance and Punctuality (Regular in attendance & habitually on time, prompt)
Comments:
2. Work Relationships (Courteous, collaborative, assists others when possible)
Comments:
3. Quality of Work (Accurate, neat, well-organized, thorough)
Comments:
4. Quantity of Work, Work Habits & Productivity (Consistently completes tasks)
Comments:
5. Initiative and Dependability (Readily takes responsibility and follows through with minimum direction)
Comments:
6. Provides support and assistance to teachers in the implementation of the of the district's Adult ESL Program as per EL Master Plan.
Comments:
7. Assist with the design and/or provide staff development to insure that teachers are knowledgeable about components and understand the instructional technology of programs designed to support the ELD Standards.
Comments:
8. Serves as a resource in identifying appropriate strategies and interventions to improve student achievement
Comments:
9. Serves as a liaison and resource informing parents of Program Options available within the Oxnard School District.
Comments:
10. Serves as a liaison and resource for the development and revision of supplementary ELD materials for teacher use.
Comments:

SUMMARY OF OVERALL PERFORMANCE

- Exceeds Expectations Needs Improvement
Meets Expectations Unsatisfactory

An improvement plan must be completed when the evaluation form has a rating of "Needs Improvement" or "Unsatisfactory." Employee must be reevaluated within 60 days until employee achieves a positive evaluation or is separated from the District.

Supervisor's Signature Position Title Date

Employee: I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (Employee may append comments to this evaluation by submitting them in writing to the Certificated Personnel Office.)

Employee's Signature Position Title Date

DISTRIBUTION: Human Resources/Personnel; Employee; Supervisor



OSSA Employee Performance Evaluation Summative Report

SCHOOL NURSE

Employee's Name _____ School Year _____
Supervisor _____ Assignment Location: _____

Check one: Probationary Year 1 Probationary Year 2 Permanent 60 Day Follow-Up

Instructions: This form will be completed for all OSSA members as contract provisions require and will be signed at the scheduled Final Evaluation Conference. PERFORMANCE EVALUATION will become part of the employee's personnel file, and will be considered in relation to continued employment, attainment of permanent classification, transfer, promotion, and dismissal or other disciplinary action.

[E] Exceeds Expectations [M] Meets Expectations [N] Needs improvement [U] Unsatisfactory

RATE PERFORMANCE AREA

- 1. **Attendance and Punctuality** (*Regular in attendance & habitually on time, prompt*)
Comments:
- 2. **Work Relationships** (*Courteous, collaboration, assists others when possible*)
Comments:
- 3. **Quality of Work** (*Accurate, neat, well-organized, thorough*)
Comments:
- 4. **Quantity of Work, Work Habits & Productivity** (*Consistently completes tasks*)
Comments:
- 5. **Initiative and Dependability** (*Readily takes responsibility and follows through with minimum direction*)
Comments:
- 6. **Provides direct care and health assessment of individual pupils and makes recommendations to parents, staff, and others as appropriate**
Comments:
- 7. **Assist Pupil Services and Special Education regarding interpretation and provision of health services and assessments**
Comments:
- 8. **Conduct medical case finding, screening and referral activities related to health defects of selected pupils and serve on the Special Education committees as required**
Comments:
- 9. **Notify parents of pupils about illnesses, physical defects and potential health problems and provide health counseling directed toward pursuit of appropriate action**
Comments:
- 10. **Assist and plan for the care of students with health impairments in coordination with other school personnel, families, and outside agencies**
Comments:

SUMMARY OF OVERALL PERFORMANCE

<input type="checkbox"/>	Exceeds Expectations	<input type="checkbox"/>	Needs Improvement
<input type="checkbox"/>	Meets Expectations	<input type="checkbox"/>	Unsatisfactory

An improvement plan must be completed when the evaluation form has a rating of "Needs Improvement" or "Unsatisfactory." Employee must be reevaluated within 60 days until employee achieves a positive evaluation or is separated from the District.

Supervisor's Signature *Position Title* *Date*

Employee: I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (Employee may append comments to this evaluation by submit)

Employee's Signature *Position Title* *Date*

DISTRIBUTION: Human Resources/Personnel; Employee; Supervisor



OSSA Employee Performance Evaluation Summative Report

SCHOOL PSYCHOLOGIST

Employee's Name _____ School Year _____

Supervisor _____ Assignment Location: _____

Check one: [] Probationary Year 1 [] Probationary Year 2 [] Permanent [] 60 Day Follow-Up

Instructions: This form will be completed for all OSSA members as contract provisions require and will be signed at the scheduled **Final Evaluation Conference**. PERFORMANCE EVALUATION will become part of the employee's personnel file, and will be considered in relation to continued employment, attainment of permanent classification, transfer, promotion, and dismissal or other disciplinary action.

[E] Exceeds Expectations [M] Meets Expectations [N] Needs improvement [U] Unsatisfactory

RATE PERFORMANCE AREA

- 1. **Attendance and Punctuality** *(Regular in attendance & habitually on time, prompt)*
Comments:
- 2. **Work Relationships** *(Courteous, collaborative, assists others when possible)*
Comments:
- 3. **Quality of Work** *(Accurate, neat, well-organized, thorough)*
Comments:
- 4. **Quantity of Work, Work Habits & Productivity** *(Consistently works to potential, completes tasks)*
Comments:
- 5. **Initiative and Dependability** *(Readily takes responsibility and follows through with minimum direction)*
Comments:
- 6. **Interprets test findings to parents, teachers, administrators, and other professional staff**
Comments:
- 7. **Confers and counsels with individuals pupils, parents, teachers, administrators, and other professional staff regarding pupils' potential, achievement level, and personality adjustment to aid in understanding and placing each pupil; recommends ways to help pupil or recommends sources from which they may seek further assistance**
Comments:
- 8. **Consults with other agencies and professionals, both public and private, for the purpose of correlating all available information regarding individual cases**
Comments:
- 9. **Monitors compliance with assessments and IEPs; provides case management for students referred for special education**
Comments:
- 10. **Participation in faculty and staff meetings, and district committees as a representative of Pupil Services upon request**
Comments:

SUMMARY OF OVERALL PERFORMANCE

- Exceeds Expectations Needs Improvement
- Meets Expectations Unsatisfactory

An improvement plan must be completed when the evaluation form has a rating of "Needs Improvement" or "Unsatisfactory." Employee must be reevaluated within 60 days until employee achieves a positive evaluation or is separated from the District.

Supervisor's Signature Position Title Date

Employee: I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (Employee may append comments to this evaluation by submitting them in writing to the Certificated Personnel Office.)

Employee's Signature Position Title Date

DISTRIBUTION: Human Resources/Personnel; Employee; Supervisor

OSSA Conference Summary

Employee Name:

Position:

Date of Observation or Data Review:

Site:

Check one: Probationary Year 1 Probationary Year 2 Permanent 60/90 Day Follow-Up

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

_____ Evaluator's Signature	_____ Date	_____ OSSA Member Signature	_____ Date
_____ Evaluator's Printed Name	_____	_____	_____
_____ Evaluator's Title	_____	_____	_____

OSSA EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

This form must be completed when the Conference Summary or Summative Evaluation includes a rating of "Needs Improvement" or "Unsatisfactory." Employee must be re-evaluated within 60 work days for a probationary employee or 90 work days for a permanent employee.

Employee Name:

Position:

Date of Observation or Data Review:

Site:

Check one: Probationary Year 1 Probationary Year 2 Permanent 60/90 Day Follow-Up

Specific area(s) in need of improvement:

Improvement Plan with specific steps needed to improve:

Assistance available to support the employee:

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

_____ Evaluator's Signature	_____ Date	_____ OSSA Member Signature	_____ Date
_____ Evaluator's Printed Name	_____	_____	_____
_____ Evaluator's Title	_____	_____	_____

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 Supportive Services 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:

If to the Trust

Gold Coast Joint Benefits Trust
 c/o Delta Fund Administrators
 P.O. Box 2330
 Stockton, California 95201

If to the District

Oxnard School District
c/o Risk Manager
1051 South A Street
Oxnard, CA 93030

If to the Union

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: [Signature]

Dated: 6-28-17

OXNARD SUPPORT SERVICES ASSOCIATION

By: Brenda K. Muth

DATE OF SCHOOL BOARD RATIFICATION:

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 delinquency, 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: [Signature]

Dated: 6-28-17

OXNARD SUPPORT SERVICES EMPLOYEES ASSOCIATION

By: Brenda K. Muth

DATE OF SCHOOL BOARD RATIFICATION:
