

CONTRACT

**BETWEEN
THE**



OXNARD SCHOOL DISTRICT

**AND
THE**



**OXNARD SUPPORTIVE SERVICES
ASSOCIATION**

2022-2025

Includes Board Approved Revisions of May 17, 2023

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Article 1. RECOGNITION

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

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

School Counselors

Speech and Language Specialists

School Psychologists

School Nurses

Program Specialists

Program Coordinators

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

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Article 2. DISTRICT RIGHTS

2.1 It is understood and agreed that the District retain all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct and supervise the work of its employees; determine the days, times, and hours of operation; and the methods and means of providing them; establish its educational policies, methods of instruction, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; evaluate

instructional programs; build, move or modify facilities; establish budgets and budget procedures and determine budgetary allocations; determine the methods and amount of revenue to be raised, lawfully contract out work (subject however to prior negotiations with the Association if bargaining unit work or members are affected; provided further that the District may continue to contract for the types of services currently provided on such basis); and take action on any matter in the event of an emergency; i.e. act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis. In addition, the District retains the right to hire, classify, assign, evaluate, supervise, promote, terminate and discipline employees.

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

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

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Article 3. GRIEVANCE PROCEDURE

3.1 Definitions

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

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

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

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

3.2 General Principles

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

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

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

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

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

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

3.3 Association Representatives

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

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

3.4 Procedure

3.4.1 Level One - "District Administrator"

If the aggrieved person is not satisfied with the informal conference, the Employee Formal Grievance Form shall be made available to him/her. On this form the unit member shall provide a statement of his/her grievance. This statement shall be clear, concise, and include the circumstances involved, and the specific remedy sought and shall be delivered to the grievant's immediate supervisor within ten (10) days of the informal conference. The "District Administrator" shall communicate a written decision to the employee within ten (10) days after receiving the grievance. If the "District Administrator" does not respond within the above time limits, the grievant may automatically proceed to the next step. Within the above time limits, either party may request a personal conference with the other party.

3.4.2 Level Two – Assistant Superintendent, Human Resources

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

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

3.4.3 Level 3 – Superintendent

If the grievant is not satisfied with the decision at Level 2, he/she may within ten (10) days appeal the decision on the appropriate form to the Superintendent or his/her designee. Failure by the grievant to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance. The Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or his/her designee may request a personal conference within the above time limits. If the Superintendent or his/her designee does not respond with the above time limits, the grievant may automatically proceed to the next level.

3.4.4 Level 4 – Mediation

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

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

the grievance shall sign a written statement to the effect and thus waive the right of either party to any further appeal of the grievance.

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

3.4.5 Level 5 – Arbitration

If the grievant is not satisfied with the decision at Level 4, he/she may submit the grievance to the Association which shall have the exclusive authority to decide whether or not to request arbitration of the grievance. If the Association request arbitration, it must do so within twenty (20) days following the Mediator's relinquishment of jurisdiction or the first meeting with the mediator, whichever is later. Failure by the Association to meet this time limit shall constitute an automatic waiver and withdrawal of the grievance.

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

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

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. The arbitrator shall not render any opinion or award that requires the District to do an act prohibited by law, or in violation of this Agreement. The arbitrator shall not rule upon any issue that has not been submitted to the arbitrator. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the costs of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

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

3.5 Miscellaneous

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

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

3.5.3 The District shall provide a reasonable amount of release time to unit members who are designated as Association representatives for the processing of grievances under this Article subject to the following conditions; (a) twenty-four (24) hours prior to release from duties for

grievance processing the designated representative will inform his/her immediate supervisor and the Assistant Superintendent, Human Resources, in order that substitute service may be obtained, if such is necessary; and (b) time off shall be limited solely to one designee representing a grievant in a conference with a management person.

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

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

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Article 4. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

4.1 Unit members may sign and deliver to the Association an authorization for payroll deduction of union dues, which will be forwarded to the District. Such authorization shall continue in effect from year-to-year unless revoked, in writing, by the unit member. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.

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

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

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Article 5. WORK CALENDAR

5.1 Work Year

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

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

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

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

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Article 6. DUTY HOURS

The District and the Association recognize the importance of professionalism, collaboration, and communication regarding duty hours.

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

6.2 The varying nature of professional duties does not lend itself to establishing daily starting and ending times of uniformity. Consequently, the starting and ending of unit member's workday may vary because of differing school/office schedules and starting times. Each year, the start and end times for each unit member's assignment shall be initially determined by the District and/or site administrator.

If the District needs to make a change mid-year, the District shall first meet and confer with the Association. Assignment start and end times shall not be made arbitrarily, and/or capriciously.

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

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

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

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

6.7 Reduced Work Year. Unit members who upon District approval voluntarily agree to

reduce their work year to less than a full-time basis shall permanently relinquish any rights to that portion of their position which is voluntarily reduced.

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

6.9 Vacancies: Current unit members will be notified of vacancies via District email no later than when the position is advertised outside of the District regardless of when the vacancy occurs. All vacancies will be open to applicants for a minimum of 5 days.

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

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

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

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

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Article 7 ASSIGNMENT OF UNIT MEMBERS

7.1 Definition of Terms

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

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

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

7.1.4 Position. A position is a specific job classification.

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

7.1.6 Vacancy. A vacancy is an unstaffed assignment.

7.2 Notifications of Vacancies and New Assignments to District Staff

Current unit members will be notified of new assignments via District email. Unit members will have 5 days to express interest in a new assignment to their Administrator or Designee.

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7.3 Assignment Criteria

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

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

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

7.4 Reassignment Before the Start of the Unit Member's Work Year

District will provide a list of all assignments when distributing the assignment interest form no later than May 1st of that school year.

7.4.1 Administrator or Designee will discuss potential changes in assignment with the affected unit member prior to the notification of change in assignment.

7.4.2 Unit members will be notified of the following year assignment by May 31st.

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

7.5 Reassignment After the Start of the Unit Member's Work Year

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

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

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

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

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

7.6 Unit Member-Initiated Reassignment

7.6.1 Unit members shall have the right to request a change of assignment by notifying their Administrator or Designee, in writing.

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

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

7.8 Reduction

7.8.1 Reduction shall be on the basis of seniority in the position.

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

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

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

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

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

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

- Extended school year
- Summer school
- Parent trainings in the evening
- Special projects
- Additional work at end of the school year

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

7.9.2 The District shall follow and apply any or all of the criteria listed below in

assigning unit members to extra-duty assignments.

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

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

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Article 8. STUDENT RATIO

8.1 Definition of Terms

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

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

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

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

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Article 9 EVALUATIONS

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

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

9.3 Evaluation process: The unit member shall be notified in writing or email by the supervisor within thirty (30) calendar days from the first day of instruction whether the unit member will be evaluated or not in that school year and who will be conducting the evaluation. During the evaluation year, the unit member’s evaluator shall observe the unit member and/or gather **information** related to the

unit member's performance (e.g., reports, IEPs, etc.). If personal observation of the work of a unit member is necessary, it shall be conducted openly and with full knowledge of the unit member.

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

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

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

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

9.6 Probationary Unit Members

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

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

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

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

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

is separated from the District. The unit member shall take proactive steps to correct any areas that need improvement.

9.7 Permanent Unit Members

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

9.7.2 If the unit member receives a Needs to Improve or Unsatisfactory rating in the first conference summary, the evaluator shall observe the unit member and/or gather information related to the unit member's performance and shall meet with the unit member for a second conference no later than April 1 of the evaluation year. The evaluator and unit member shall sign and date the second conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating

only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.

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

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

9.7.5 A unit member who, after reaching permanent status and who has received two evaluations of "Meets Expectations" or better in all performance areas may be evaluated at least once every three (3) years at the evaluator discretion. The unit member shall be notified in writing or email by

the evaluator within thirty (30) calendar days from the first day of instruction whether the unit member will be evaluated in that school year.

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

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

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

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

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

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Article 10. COMPENSATION FOR SUMMER SCHOOL/INTERSESSION

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

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

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Article 11. LEAVE PROVISIONS

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

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

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

Unit members who work 20 extra days beyond their full contract year shall be granted one (1) additional day of sick leave. Unit members who work 10 extra days beyond their full contract year shall be granted one-half (1/2) additional day of sick leave. Unit members who provide District payroll with information supporting their entitlement to additional sick days may accrue additional sick days under this Article 11.2 retroactively to July 1, 1994.

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

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

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

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

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

11.3 Personal Necessity. A unit member at his/her election may claim and deduct up to eleven (11) days per year from his/her accumulated sick leave for reasons due to personal emergency or necessity. The charges of such absences to the unit member's accumulated sick leave shall be subject to approval by the Superintendent or designee. Absences which may be charged to the accumulated sick leave under this section include but are not limited to the following categories:

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

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

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

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

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

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

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

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

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

the absent unit member's daily rate of pay. A unit member absent beyond this period shall have deducted from his/her salary his/her full daily rate of pay.

11.5 Bereavement Leave

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

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

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

11.6 Industrial Accident Leave

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

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

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

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

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

11.7 Court Appearance Leave/Jury Duty Leave

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

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

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

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

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

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

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

11.8 Family Care and Medical Leave

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

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

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

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

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

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

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

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

11.8.8 Medical Certification. The District may require a unit member's request for leave to care for a child, spouse or a parent who has a serious health condition be supported by a certification issued by the health care provider. Certification is sufficient if it states (1) the date the serious health condition commenced; (2) the probable duration; (3) that the unit member is needed to provide such care, or that the unit member is unable to perform his/her job due to the serious health condition. A second opinion may be

required by the Districts and at District expense for the unit member's serious health condition. If the two opinions conflict, a third and binding examination may be required by a mutually agreed on health provider at the District's expense.

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

11.9 Maternity Leave of Absence

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

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

11.9.3 Compensation

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

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

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

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

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

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

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

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

11.9.6 Assignment Upon Return to Service. Upon return from maternity leave, a unit

member shall be assigned her former position.

11.9.7. Effect of Maternity Leave. Maternity leave shall not deprive the unit member of any rights or benefits to which she may be entitled including, but not limited to, fringe benefits, placement, class size, salary, and retirement as provided by law and/or in the Education Code.

11.10 Catastrophic Leave

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

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

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

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

Catastrophic Leave may not be used for:

- a. Elective Surgery
- b. Personal Necessity Leave
- c. Normal Pregnancy

d. Bereavement

11.10.3 The groups agree to create a Catastrophic Leave Bank effective September of 2019.

The Catastrophic Leave Bank shall be funded in accordance with the terms below.

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

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

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

11.10.7 Eligibility and Contributions:

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

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

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

11.10.7.4 The initial donation shall be one day per participant. When the Committee determines a need, new donation forms will be distributed to all eligible permanent employees to rebuild the bank. Eligible permanent employees shall be considered active in the Bank as long as they have

donated at least one day in any school year when donations are solicited. If the bank falls below 61 days, a second collection shall be asked of all unit members. If a unit member donated at the beginning of the year, and is now unable to donate, a unit member shall still be considered an active participant for the remainder of the year. If a participating unit member has more than 10 sick days, the unit member shall be required to donate a second day in order to replenish and sustain the Catastrophic Leave Bank. If a participating member has less than 10 sick days and does not voluntarily donate a day, they will be required to donate at the beginning of the next year in order to continue participation in the Bank. If it is a year requiring a donation, the member will be required to donate two days to remain active. If no donations are solicited, then a member will stay active unless they choose to cancel. Donated days will not be returned upon cancellation and the participant will not be eligible to receive a donation of days after submitting a cancellation. Unused days shall carry-over and remain in the Bank from year to year.

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.

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

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

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

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

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

11.11.1.8 Any compensation granted shall be specified in the motion.

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

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

11.12 Verification of Absence

The unit member shall file with the Superintendent a signed statement certifying to the cause of any absence from duty. The unit member's monthly time card satisfies this requirement. The unit member shall be required to submit other suitable verification of the reasons for an absence when requested by the Superintendent.

11.13 Sabbatical Leaves of Absence

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

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

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

11.13.3.1 Improved professional service:

11.13.3.2 Broader professional view;

11.13.3.3 Higher scholarship and culture;

11.13.3.4 Inspiration to other unit members; and

11.13.3.5 Help to the school system in attracting competent new personnel.

11.13.4 Definition: A sabbatical leave is a leave granted to a unit member for one of

the following reasons:

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

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

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

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

11.13.5.2 Eligibility. Sabbatical leave for the purpose of engaging in professional study, research and travel, may be granted to unit members under 62 years of age who have completed seven (7) continuous, full school years of service in the Oxnard School District. Service of at

least seventy-five percent (75%) of the duty days in each year will count as a full school year. Any exceptions must be upon the recommendation of the District sabbatical leave committee.

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

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

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

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

11.13.7.1 Relative merits of each leave proposal;

11.13.7.2 Seniority; and

11.13.7.3 Whether applicant has been granted previous leave.

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

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

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

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

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

11.13.10.2 The Assistant Superintendent, Human Resources and Support Services;

11.13.10.3 Two unit members selected by the Association.

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

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

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

11.13.12 Compensation. The unit member on sabbatical leave may elect to receive his salary in accordance with any of the options provided by the Business Office after furnishing a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least one year service in the District following his return from leave. Such bond will be exonerated in the event of failure to return and render on year of service as described above if caused by death, physical or mental disablement of the unit member, or circumstances beyond the control of the unit member. If the unit member elects not to furnish a suitable bond, he/she shall be paid the salary due him/her in two equal installments, one-half

(1/2) at the conclusion of the first half of the unit member's work year after return to service and one-half (1/2) at the conclusion of the second half of the unit member's work year.

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

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

Credit for advancement in class on the District salary schedule can be achieved only through the acquisition of upper division or graduate work taken through an accredited institution of higher learning. 11.13.13

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

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

11.14 Paid Association Leave

11.14.1 The Association President shall be given an assignment in the District that reflects a reduced workload of 35 days. The Association President will be paid a 100% assignment, but will be allowed 35 days per year to perform Association business. The District Administrator or Designee will assign the President to an assignment based on the reduced workdays. This article is intended to ensure that

the employee who is serving as President has an assignment that allows for the effective execution of the duties assigned as well as the President position.

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

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

11.15 Emergency Leave: Natural Disasters

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

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Article 12. SAFETY CONDITIONS

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

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

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Article 13. ASSOCIATION RIGHTS

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

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

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

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

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

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

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

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

unit after the execution of this Agreement shall be provided with a copy of this Agreement and any subsequent amendments, without charge.

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

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Article 14. NEGOTIATION SESSIONS

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

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

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Article 15. CONTRACTUAL DUTIES

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

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Article 16. SALARIES

16.1 OSSA and OSD agree to 8% on salary schedule (ongoing), retroactive to July 1, 2022 and 1% towards salary schedule adjustment for Step 5 for Speech Language Pathologist position and Nurse w/Masters position and mentorship stipend.

16.2 Initial Placement

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

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

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

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

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

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

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

16.6 Extra Duty Assignments: Unit members who agree to provide services in an extra duty assignment consistent with their job classification shall be compensated at an hourly rate the basis for which is the unit member's per diem rate of pay (See also Article 7.9).

16.7 Reassignment Within the Unit

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

16.8 Anniversary Increments. Anniversary increments shall be as follows: \$600 shall be granted at the beginning of the 9th year of service to the District, and 2.25 percent 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.

16.9 Stipends.

16.9.1 Unit members possessing the qualifications for and serving in the position of the Senior Speech/Language Specialist or the Senior Psychologist positions are granted \$1,000 stipend per annum. A two-tier work year schedule for psychologists and speech and language specialists shall be established.

16.9.2 Upon actual receipt of a bilingual/bicultural credential or certificate of competence in Spanish from an accredited university and/or State Department of Education, the District will pay an annual stipend in the amount of \$1,000.

16.9.3 Unit members who are assigned by management to mentor those designated as mentees will receive a stipend of \$750 per semester per mentee (stipend will be prorated in the event of partial completion).

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

- A. Unit Members assigned to one location by the district, shall receive 60 miles per month at the IRS approved rate.
- B. Unit Members assigned to 2-3 locations by the district, shall receive 125 miles per month at the IRS approved rate.
- C. Unit members assigned to four (4) or more locations by the district, shall receive 250 miles per month at the IRS approved rate.
- D. Any member who travels miles in excess of the above mileage can claim the additional mileage pursuant to Board Policy 3350.

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

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Article 17. PROFESSIONAL GROWTH

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

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

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

17.2.1 Beginning the 2022-23 School Year, each unit member shall be allocated \$1,500 over a two-year period. Any funds not used during the two-year period, cannot be carried over. The District will administer

professional development funds for each unit member to be dispersed throughout the two-year period. The unit member shall seek advanced written approval from the designated administrator(s) for use of these funds. The unit member shall submit the request for payment or reimbursement to their designated administrator(s). The District shall not act arbitrarily or capriciously when rejecting requests. Unit members may use the grievance process to challenge a rejection of their request for use of these funds.

17.2.2 Unit members shall be granted up to eight (8) days per year of release days will be granted to attend workshops/seminars. These days will be in addition to attendance at local professional organization meetings and District required workshops and training. The unit member shall seek advanced written approval from the designated administrator(s) for use of this release time.

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

17.3 Professional Growth Award Program

17.3.1 For each fifteen (15) semester units (22 1/2 quarter units) professional growth program taken subsequent to the completion of the bachelor's degree, an award of \$1,000 will be granted. 17.3.2 Credit toward a Professional Growth Award Program will not be allowed if attendance is permitted during the unit member's assigned duty hours, and/or expenses in any amount are paid directly or indirectly by the District.

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

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

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

17.4 Transfer of Professional Growth Credit. A unit member who earned professional growth credits while a certificated employee of the Oxnard School District shall be allowed to transfer such credits for compensation when accepting a position within the OSSA bargaining unit. Professional growth credits accrued prior to becoming a unit member will be subject to review by the Assistant Superintendent, Human Resources and Support Services, to verify that said credits are applicable to the unit member's new position. Only those credits deemed applicable and previously not compensated for will be transferred for compensation with the unit. This section is intended to include any employee who has transferred into an OSSA position during the term of the 1991-94 contract.

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Article 18. FRINGE BENEFITS

18.1 The Association agrees to be bound by the terms and conditions of the District's current health and welfare benefits provider Participation Agreement. Such Participation Agreement shall be attached hereto as Appendix Resolution #22-30 and incorporated by this reference as though fully set forth herein. Unit members shall participate in the District's group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for certificated staff. The cost of participating in the District's group health and welfare benefits shall be paid by the unit member. The unit member may participate in the District's Section 125 Plan to allow for monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member (See Article 16.1.1).

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

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

18.4 Health Insurance for Retirees

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

18.4.2 Bargaining unit members who are hired on or after July 1, 2006 through June 30, 2012 will be eligible for the retirees' health insurance benefits subject to the following conditions: This provision shall apply to unit members retiring between the ages of fifty-five (55) and sixty-five (65); the unit member must have served in a certificated position in the California public school system for at least

fifteen (15) years and in the Oxnard School District for the eight (8) consecutive years preceding the date of retirement and the unit member must be participating in the health benefits program for at least 8 of the last 10 years preceding their retirement date. One of the eight (8) years must be the year of retirement. For such unit members who elect to participate in this benefit, the District shall contribute the full amount of the composite rate premium for group health insurance and the full amount of the premium for vision and dental until the unit member reaches age (65). This insurance shall continue until age sixty-five (65) even though the retiree is eligible for and receiving alternative insurance.

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

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

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

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

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

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Article 19. WELLNESS

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

19.2 Unit members may use the release days for wellness activities as part of the allocation as referenced in Professional Growth Article 17.4.2. Release time for wellness is included within the total amount of release time allocated for professional growth. Requests for release time for unit member initiated wellness activities shall be submitted to the unit member's Site supervisor or Administrative designee for approval. The District shall not act arbitrarily or capriciously when rejecting requests.

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Article 20. SUPPORT OF AGREEMENT

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

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

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

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Article 21. CONCERTED ACTIVITIES

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

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by employees who are

represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

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

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

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

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Article 22. SAVINGS PROVISIONS

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

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Article 23. TERM

This Agreement shall become effective July 1, 2022, and shall remain in full force and effect up to and including June 30, 2025 and shall continue in effect year-by-year, unless one of the parties notifies the other in writing no later than April 1 of each year of its request to modify, amend, or terminate the agreement. No sooner than January 1, 2023, or January 1 of any successive year, and no later than March 1, 2023 or March 1 of any successive year, the party wishing to modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than April 1 following receipt thereof. Either party may reopen to negotiate Article 16, Salaries and Article 18, Fringe Benefits. Additional articles, up to a maximum of three (3) by each party may be re-opened, provided,

however, that if the re-opener proposals from both parties exceed three (3) articles, then the articles to be re-opened shall be selected by mutual agreement of the parties.

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Article 24. DISCIPLINE

Discipline shall be imposed upon bargaining unit members only pursuant to this Article.

Discipline shall be for cause, provided that in the exercise of this right, the District will not act arbitrarily, capriciously or in violation of the terms of this Agreement. For purposes of this Article, discipline shall not be defined to include termination.

a.) LEVEL 1 INFRACTIONS:

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

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

Penalties:

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

b.) LEVEL 2 INFRACTIONS:

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

- 1.) Insubordination following repeated written warnings in connection with items listed under "a" above,
- 2.) Conduct with endangers the health and safety of the employee or other employees and/or students or members of the public,

- 3.) Theft or misappropriation of District property or money, in the performance of the unit member's duties for the District.
- 4.) Falsifying and/or misrepresenting facts on forms or records of the District or of any public entity used in connection with the performance of the unit member's duties for the District or on any job application or resume submitted to the District.,
- 5.) Willful violations of the Education Code or other California Law,
- 6.) Flagrant disobedience of or willful refusal to follow the reasonable rules, regulations and directives governing employment that have previously been brought to the attention of the unit member and/or or that are of such a nature that they warrant serious penalty.

Penalties:

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

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Oxnard Support Services Association (OSSA)
 DRAFT 2022-23 Salary Schedule (with 8.0% increase retroactive to 07/01/2022)

Nurse	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 472	\$ 86,385	\$ 2,044
Step 2	\$ 495	\$ 90,622	
Step 3	\$ 520	\$ 95,102	
Step 4	\$ 546	\$ 99,833	
Step 5	\$ 573	\$ 104,834	

Nurse w/Masters*	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 531	\$ 97,252	\$ 2,288
Step 2	\$ 558	\$ 102,108	
Step 3	\$ 586	\$ 107,234	
Step 4	\$ 616	\$ 112,672	
Step 5	\$ 643	\$ 117,744	

School Counselor	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 505	\$ 92,436	\$ 2,180
Step 2	\$ 545	\$ 99,811	
Step 3	\$ 586	\$ 107,186	
Step 4	\$ 626	\$ 114,561	
Step 5	\$ 666	\$ 121,935	

Coordinator (Nurse)	Days 210		
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 119,292	\$ 2,784
Step 2	\$ 593	\$ 124,509	
Step 3	\$ 619	\$ 129,977	
Step 4	\$ 647	\$ 135,941	
Step 5	\$ 677	\$ 142,155	

Speech Therapist	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 531	\$ 97,252	\$ 2,288
Step 2	\$ 558	\$ 102,108	
Step 3	\$ 586	\$ 107,234	
Step 4	\$ 616	\$ 112,672	
Step 5	\$ 643	\$ 117,744	

Psychologist	Days 195		
	Daily Rate	Column	Anniversary
Step 1	\$ 574	\$ 111,983	\$ 2,620
Step 2	\$ 600	\$ 117,023	
Step 3	\$ 627	\$ 122,320	
Step 4	\$ 656	\$ 127,877	
Step 5	\$ 686	\$ 133,714	

Coordinator	Days 180		
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 102,250	\$ 2,401
Step 2	\$ 593	\$ 106,722	
Step 3	\$ 619	\$ 111,409	
Step 4	\$ 647	\$ 116,521	
Step 5	\$ 677	\$ 121,847	

Coordinator	Days 205		
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 116,451	\$ 2,720
Step 2	\$ 593	\$ 121,545	
Step 3	\$ 619	\$ 126,883	
Step 4	\$ 647	\$ 132,704	
Step 5	\$ 677	\$ 138,770	

Coordinator	Days 190		
	Daily Rate	Column	Anniversary
Step 1	\$ 568	\$ 107,930	\$ 2,528
Step 2	\$ 593	\$ 112,651	
Step 3	\$ 619	\$ 117,599	
Step 4	\$ 647	\$ 122,994	
Step 5	\$ 677	\$ 128,616	

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.

Oxnard Support Services Association (OSSA)
DRAFT 2023-24 Salary Schedule

Nurse	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 472	\$ 86,385	\$ 2,044	
Step 2	\$ 495	\$ 90,622		
Step 3	\$ 520	\$ 95,102		
Step 4	\$ 546	\$ 99,833		
Step 5	\$ 573	\$ 104,834		

Nurse w/Masters*	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 531	\$ 97,252	\$ 2,288	
Step 2	\$ 558	\$ 102,108		
Step 3	\$ 586	\$ 107,234		
Step 4	\$ 616	\$ 112,672		
Step 5	\$ 655	\$ 119,865		

School Counselor	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 505	\$ 92,436	\$ 2,180	
Step 2	\$ 545	\$ 99,811		
Step 3	\$ 586	\$ 107,186		
Step 4	\$ 626	\$ 114,561		
Step 5	\$ 666	\$ 121,935		

Coordinator (Nurse)	Days			210
	Daily Rate	Column	Anniversary	
Step 1	\$ 568	\$ 119,292	\$ 2,784	
Step 2	\$ 593	\$ 124,509		
Step 3	\$ 619	\$ 129,977		
Step 4	\$ 647	\$ 135,941		
Step 5	\$ 677	\$ 142,155		

Speech Therapist	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 531	\$ 97,252	\$ 2,288	
Step 2	\$ 558	\$ 102,108		
Step 3	\$ 586	\$ 107,234		
Step 4	\$ 616	\$ 112,672		
Step 5	\$ 655	\$ 119,865		

Psychologist	Days			195
	Daily Rate	Column	Anniversary	
Step 1	\$ 574	\$ 111,983	\$ 2,620	
Step 2	\$ 600	\$ 117,023		
Step 3	\$ 627	\$ 122,320		
Step 4	\$ 656	\$ 127,877		
Step 5	\$ 686	\$ 133,714		

Coordinator	Days			180
	Daily Rate	Column	Anniversary	
Step 1	\$ 568	\$ 102,250	\$ 2,401	
Step 2	\$ 593	\$ 106,722		
Step 3	\$ 619	\$ 111,409		
Step 4	\$ 647	\$ 116,521		
Step 5	\$ 677	\$ 121,847		

Coordinator	Days			205
	Daily Rate	Column	Anniversary	
Step 1	\$ 568	\$ 116,451	\$ 2,720	
Step 2	\$ 593	\$ 121,545		
Step 3	\$ 619	\$ 126,883		
Step 4	\$ 647	\$ 132,704		
Step 5	\$ 677	\$ 138,770		

Coordinator	Days			190
	Daily Rate	Column	Anniversary	
Step 1	\$ 568	\$ 107,930	\$ 2,528	
Step 2	\$ 593	\$ 112,651		
Step 3	\$ 619	\$ 117,599		
Step 4	\$ 647	\$ 122,994		
Step 5	\$ 677	\$ 128,616		

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

*Masters must be in Nursing, Public Health or Education

<i>Senior Psychologist</i>	<i>225 Days</i>
<i>Senior Speech Therapist</i>	<i>225 Days</i>

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.



Oxnard School District
District Work Calendars
2022-2023

Month	Calendar Grid
July	[Calendar Grid for July]
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]

- 14 Campus Asst, Family Liaison, Outreach Specialist, Special Ed Crisis Coord.
- 15 Bus Driver, Transp. Driver, Counselor, Health Care Tech, Health Asst, Nurse, Paraproducts, Preschool Asst, Preschool Teacher, Speech Therapist, OLPA
- 16 CNS Worker
- 17 CNS Coordinator
- 18 Library Technician (Elementary), Program Specialist
- 19 M.S. School Secretary, Library Tech (Intermediate)
- 20 Psychologist
- 21 Office Asst II (All), Cover Bus Driver/Office Asst II
- 22 Occupational Therapist, Registered Behavior Technician
- 23 Asst. Principal Elementary
- 24 Asst. Principal M.S., Attendance Tech, CNS Acct Clerk III, Principal Elementary, School Office Mgr (E), CNS Ops Spec.
- 25 Nurse Coordinator
- 26 Principal M.S., Principal K-8, School Office Mgr K-8 s.m.s., Shipping/Rec. Clerk/Delivery (11 mth)
- 27 Technology Service Tech (11 mth)
- 28 12 month employees (District Office Staff, Custodians, Facilities/Grounds, DO Technology Techs, LAT, Warehouse Delivery Driver, Shipping/Rec. Clerk/Delivery)
- 29 Teachers

LEGEND	
S	Staff Development/SP 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/Business closed)
V	Mandatory Vacation
X	Non-Student Day
WD	Holiday for Classified Employees

*CSBA positions that do not fall within the traditional MP workweek schedule, shall adhere to the principles of the CBA articles 14.6 when observing holidays



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.)



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)
2. Work Relationships (Courteous, collaborative, assists others when possible)
3. Quality of Work (Accurate, neat, well-organized, thorough)
4. Quantity of Work, Work Habits & Productivity (Consistently completes tasks)
5. Initiative and Dependability (Readily takes responsibility and follows through with minimum direction)
6. Provides support and assistance to teachers in the implementation of the of the district's Adult ESL Program as per EL Master Plan.
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.
8. Serves as a resource in identifying appropriate strategies and interventions to improve student achievement
9. Serves as a liaison and resource informing parents of Program Options available within the Oxnard School District.
10. Serves as a liaison and resource for the development and revision of supplementary ELD materials for teacher use.

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

PROGRAM COORDINATOR, HEALTH & NURSING SERVICES

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 |
|--------------------------|--|
| <input type="checkbox"/> | 1. Attendance and Punctuality (<i>Regular in attendance & habitually on time, prompt</i>)
Comments: |
| <input type="checkbox"/> | 2. Work Relationships (<i>Courteous, collaborative, assists others when possible</i>)
Comments: |
| <input type="checkbox"/> | 3. Quality of Work (<i>Accurate, neat, well-organized, thorough</i>)
Comments: |
| <input type="checkbox"/> | 4. Quantity of Work, Work Habits & Productivity (<i>Consistently completes tasks</i>)
Comments: |
| <input type="checkbox"/> | 5. Initiative and Dependability (<i>Readily takes responsibility and follows through with minimum direction</i>)
Comments: |
| <input type="checkbox"/> | 6. Participates in the creation and implements policies and procedures relating to student health matters
Comments: |
| <input type="checkbox"/> | 7. Provides leadership and expertise to interpret the district health program, including laws and legislation regarding health matters to schools, employees and the community
Comments: |
| <input type="checkbox"/> | 8. Serves as a consultant & resource to site administrator & program managers in areas of school health
Comments: |
| <input type="checkbox"/> | 9. Assists Pupil Services and Special Education regarding interpretation and provision of health services and assessment
Comments: |
| <input type="checkbox"/> | 10. Provides direct care and health assessment of individual pupils and makes recommendations to parents, staff and others as appropriate
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 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 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.



OSSA Employee Performance Evaluation Summative Report

SPEECH THERAPIST

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 individualized therapeutic programs to meet needs of speech/language and hearing impaired students for the improvement of existing communication handicaps within mandated timelines**
Comments: _____
- 7. **Serves as a resource and consultant to teachers and staff in the establishment of ongoing programs to further therapy goals and foster appropriate communication skills in all students**
Comments: _____
- 8. **Provide a thorough assessment and diagnosis of speech, voice, hearing and language impairments within mandated timelines**
Comments: _____
- 9. **Supervises SLPA and/or directs work of Paraeducators**
Comments: _____
- 10. **Performs as a member of multi-disciplinary assessment team**
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.

Rater'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.

<hr/> <u>Evaluator's Signature</u>	<hr/> <u>Date</u>	<hr/> <u>OSSA Member Signature</u>	<hr/> <u>Date</u>
------------------------------------	-------------------	------------------------------------	-------------------

<hr/> <u>Evaluator's Printed Name</u>	<hr/>	<hr/>	<hr/>
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<hr/> <u>Evaluator's Title</u>	<hr/>	<hr/>	<hr/>
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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.

<hr/> <p>Evaluator's Signature</p> <hr/>	<hr/> <p>Date</p> <hr/>	<hr/> <p>OSSA Member Signature</p> <hr/>	<hr/> <p>Date</p> <hr/>
<hr/> <p>Evaluator's Printed Name</p> <hr/>	<hr/> <p> </p> <hr/>	<hr/> <p> </p> <hr/>	<hr/> <p> </p> <hr/>
<hr/> <p>Evaluator's Title</p> <hr/>	<hr/> <p> </p> <hr/>	<hr/> <p> </p> <hr/>	<hr/> <p> </p> <hr/>

**Memorandum of Understanding
Between the Oxnard School District and the Oxnard Support Services Association
regarding Health and Welfare Benefits**

June 6, 2022

The District and OSSA have agreed it is in the best interest of both parties to re-establish a District contribution toward the cost of health and welfare benefits for OSSA members.

To that end, the parties have agreed to contribute the following amounts to a health and welfare benefits fund, which will be allocated for all OSSA members who opt-in to health and welfare benefits coverage, beginning with the 2022-23 Health Benefits Year:

- The District shall contribute \$1,000 for each of the 121 FTE OSSA unit positions (\$121,000)
- OSSA shall contribute the equivalent of a 1.0% on-schedule salary increase (\$143,604)

The total beginning health and welfare benefits fund amount of \$264,604 shall be divided by the anticipated enrollment in health benefits of 50 OSSA unit members, for an annual contribution for the 2022-23 Health Benefits Year of \$5,292 (which shall equal an 11-month contribution amount of \$481.00).

The actual number of OSSA participants enrolled in health and welfare benefits for 2022-23, and an accounting of the total annual contributions in relation to the initial \$264,604 fund amount, shall be reviewed by both parties during the 2022-23 negotiations, with the goal of establishing the annual contribution for the 2023-24 Health Benefits Year.

At minimum, the annual District contribution toward health and welfare benefits (benefit cap) beginning in the 2024-2025 health benefit year shall remain no less than \$2,200 per OSSA unit member.



Dr. Victor M. Torres, Asst Supt of HR



Shiri Hermesh, President, OSSA

6.7.22
Date

6/15/22
Date

Memorandum of Understanding

**Between the Oxnard School District and the Oxnard Support Services
Association regarding Health and Welfare Benefits**

April 21, 2023

The District and OSSA have agreed it is in the best interest of both parties to continue a District contribution toward the cost of health and welfare benefits for OSSA members.

To that end, the parties agree to contribute the following amounts to a health and welfare benefits fund, which will be allocated for all OSSA members who opt-in to health and welfare benefits coverage, beginning with the 2023-24 fiscal year:

- Ongoing total contribution to health benefits of 4%
- Ongoing contribution of \$1,000 per FTE

The total beginning health and welfare benefits funds shall be divided by the anticipated enrollment in health benefits of 65 OSSA unit members, for an annual contribution for the 2023-24 Health Benefits Year of \$12,689 (which shall equal an 11-month contribution amount of \$1153.50).

For those unit members who opted out of healthcare benefits for the 2022-2023 school year, shall receive a 3% off schedule payment.

The actual number of OSSA participants enrolled in health and welfare benefits for 2023-24, and an accounting of the total annual contributions in relation to the initial 2022-2023 fund amount, shall be reviewed by both parties during the 2023-24 negotiations, with the goal of establishing the annual contribution for the 2024-25 Health Benefits Year.

At minimum, the annual District contribution toward health and welfare benefits (benefit cap) beginning in the 2024-2025 health benefit year shall remain no less than \$6,064 per OSSA unit member.



Dr. Natalia Torres, Asst Supt of HR



Shiri Hermesh, President, OSSA

Date 4/28/23

Date 4/28/23

**Memorandum of Understanding
Between the Oxnard School District and the Oxnard Support Services Association
regarding article 11.4 (Leaves)**


The District and OSSA have tentatively agreed to the following items in regards to Article 11.4 (Leaves). This MOU is effective from July 1, 2022 through June 30, 2024.

For the term of this Memorandum of Understanding, the following language shall be applied in lieu of the current collective bargaining agreement language for article 11.4:

- *11.4 Absence Beyond Accumulated Sick Leave. A unit member absent for illness, injury, disability, or quarantine beyond the number of workdays accumulated for sick leave shall have deducted from his/her salary the amount paid to a substitute, whether a substitute is employed or not, for those days beyond the sick leave allowance for the period of five (5) school months or less, such amount not to exceed 50% of the absent unit member's daily rate of pay. A unit member absent beyond this period shall have deducted from his/her salary his/her full daily rate of pay.*

- Both parties agree to mutually open article 11 (Leaves) for the 2023/2024 bargaining cycle.

This Memorandum of Understanding shall not set precedent, nor constitute past practice, and shall sunset on June 30, 2024.



Oxnard School District
4/28/23

Date



Oxnard Support Services Association
4/28/23

Date

PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN THE OXNARD SCHOOL DISTRICT AND THE OXNARD SUPPORTIVE SERVICES
ASSOCIATION

This Memorandum of Understanding is entered into by and between the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA). The District and OSSA and here after referred to as the "The Parties." The Parties have entered into this MOU to continue with the current provisions of the *Settlement Agreement and General Release between OSD and OSSA*, (Board Approved on December 15, 2021) extending until the conclusion of the 2023-2024 negotiations.

The parties mutually agree to continue all parts of the Settlement Agreement and General Release Between OSD and OSSA until the conclusion of the 2023-2024 negotiations.

Notes:

(Paragraph 5) Agree to continuing the ground rules enumerated in Exhibit 1 of the settlement agreement until the end of the school year 2024.

(Paragraph 6) At the conclusion of bargaining during the school year 2024, the parties will negotiate as to the utilization of a third-party facilitator for the subsequent round of bargaining.

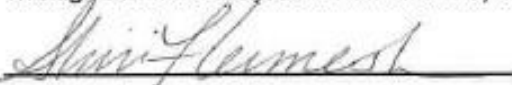
(Paragraph 7) The parties agree to engage in a hybrid method of collective bargaining that incorporates elements of Interest Based Bargaining ("IBB") and elements of traditional "positional bargaining" as described in Exhibit 2.

IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

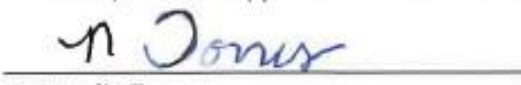
The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU is not a precedent-setting and shall not form any basis for a past practice, unless extended by mutual written agreement of the Parties. Both parties agree to renegotiate the terms of the settlement before the expiration of this MOU. The MOU sunsets on June 30, 2024.

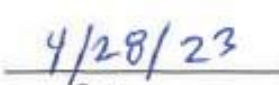
The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.

This agreement is subject to ratification by the OSD Board of Education.


Shiri Hermesh
President, Oxnard Supportive Services Association


Date


Dr. Natalia Torres
Asst. Superintendent of Human Resources


Date

////



Resolution #22-30

Oxnard Supportive Services Association (OSSA) c/o Oxnard School District (OSD) Governing Board Resolution
California Schools Employee Benefit Organization (CSEBO) Establishing Agreement and By Laws and Financial Policy
Governing Board Meeting — April 19, 2023

WHEREAS, Oxnard Supportive Services Association (OSSA), c/o Oxnard School District (OSD) is a Local Educational Public Agency (“LEA”) in California and is in good standing.

WHEREAS, OSSA, c/o OSD provides employees with medical, dental, and/or vision claims and various benefits, and seeks to maximize its programs through joining a California joint powers authority offering comprehensive insurance programs to facilitate enhancements and operations of its health and related benefit programs for officers and employees.

WHEREAS, California Schools Employee Benefits Organization (“CSEBO”), operates under the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with section 6500 et seq.) of the California Government Code, relating to the Joint Exercise of Powers between and among public educational agencies, for the purpose of providing insurance programs for medical, dental, and/or vision claims and benefits and such other programs for Members’ employees and officers for their benefit as provided in Government Code § 53205.3 in accordance with an Establishing Agreement dated January 29, 1991.

WHEREAS, OSSA, c/o OSD has reviewed the Establishing Agreement, Bylaws and Policies of CSEBO, and reviewed CSEBO’s insurance benefit programs, and believes that joining CSEBO as a Member is in its best interests and in the best interests of its officers and employees.

WHEREAS, pursuant to Section 7 of the Establishing Agreement, OSSA, c/o OSD, and pursuant to Governing Board action, agrees to become a member of CSEBO effective July 1, 2023, and to follow the Establishing Agreement, Bylaws and Policies of CSEBO, and to designate two representatives to the CSEBO Board of Directors who are current employees or a member of the Governing Board of OSSA, c/o OSD.

NOW, THEREFORE, BE IT RESOLVED, OSSA, c/o OSD, by and through its Governing Board, formerly approves joining CSEBO as a new Member effective July 1, 2023 pursuant to the terms of the Establishing Agreement, and authorizes execution of the Establishing Agreement.

Ayes: 4

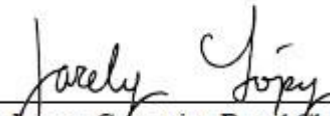
Nays: 0

Abstentions: 0

ABSENT:1

ATTEST:


Veronica Robles-Solis, Governing Board President


Jarely Lopez, Governing Board Clerk