

CONTRACT

**BETWEEN
THE**



OXNARD SCHOOL DISTRICT

**AND
THE**



**OXNARD SUPPORTIVE SERVICES
ASSOCIATION**

2023-2025

Includes Board Approved revisions of June 26, 2024

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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,

1 | insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy
2 | crisis. In addition, the District retains the right to hire, classify, assign, evaluate, supervise,
3 | promote, terminate and discipline employees.

4 | 2.2 The exercise of the foregoing powers, rights, authority, duties and
5 | responsibilities by the District, the adoption of policies, rules, regulations, and practices in
6 | furtherance thereof, and the use of judgment and discretion in connection therewith, shall be
7 | limited only by the specific and express terms of this Agreement, and then only to the extent
8 | such specific and express terms are in conformance with law.

9 | 2.3 The District retains its right to amend, modify or rescind policies and practices
10 | referred to in this Agreement in cases of emergency, limited however to the duration of the
11 | emergency.

12 | //

13 | **Article 3. GRIEVANCE PROCEDURE**

14 | **3.1** **Definitions**

15 | 3.1.1 A “grievance” is a written allegation by the Association or by one of
16 | more unit members that there has been a violation, misinterpretation or misapplication of
17 | specific provision of this Agreement. A “grievant” means the Association or a unit member
18 | who has filed a grievance.

19 | 3.1.2 An “aggrieved person” is the person or persons, including the Association or
20 | representatives thereof, making the claim.

21 | 3.1.3 A “District Administrator” for the purposes of this article is the Unit
22 | Member’s immediate supervisor or the administrator who has allegedly violated a provision of
23 | the collective bargaining agreement.

24 | 3.1.4 Unless otherwise expressly stated to the contrary, for purposes of this
25 | Article, a “day” shall mean a unit member workday.

26 | **3.2** **General Principles**

27 | 3.2.1 The purpose of this procedure is to secure, at the lowest possible
28 | administrative level, equitable solutions to the grievances.

29 | 3.2.2 Since it is important that grievances be processed as rapidly as possible,
30 | the time limits specified at each level should be considered to be maximums and every effort

1 should be made to expedite the process. The time limits may, however, be extended by mutual
2 agreement.

3 3.2.3 In the event a grievance is filed at such a time that it cannot be
4 processed throughout all the steps in this grievance procedure until the beginning of the
5 following school year, the time limits set forth herein will be reduced so that the procedure
6 may be exhausted prior to the end of the school year or as soon as is practicable.

7 3.2.4 If the same grievance, or substantially the same grievance, is filed by
8 more than one unit member, then such grievances shall be consolidated.

9 3.2.5 Before filing a formal grievance, an aggrieved person shall attempt to
10 resolve the grievance through an informal conference within 10 days of alleged violation or
11 within 10 days of the time the grievant should reasonably known of the alleged violation, with
12 the “District Administrator” who is alleged to have violated the collective bargaining
13 agreement.

14 3.2.6 A formal written grievance must be filed within thirty (30) days of the
15 alleged violation, or within thirty (30) days of the time that the grievant should reasonably
16 have known of the alleged violation.

17 **3.3 Association Representatives**

18 3.3.1 Either party has the right to the assistance of legal counsel or, in the case
19 of a unit member, a representative from the Association, at any step in the procedure. Upon
20 request, an employee may be represented at any or all levels of the Grievance Procedure. In the
21 event an employee is not represented, the District shall not agree to a resolution of the
22 grievance until the Association has received a copy of the grievance and the proposed
23 resolution and has been given an opportunity to file a response.

24 3.3.2 The Association may initiate and submit a grievance in writing. The
25 processing of such grievance will be started at Level One. The association may process
26 such a grievance through all levels of the grievance procedure even though there is no
27 individual aggrieved person who wishes to do so.

28 **3.4 Procedure**

29 3.4.1 Level One - “District Administrator”

30 If the aggrieved person is not satisfied with the informal conference, the Employee
31 Formal Grievance Form shall be made available to him/her. On this form the unit member
32 shall provide a statement of his/her grievance. This statement shall be clear, concise, and

1 include the circumstances involved, and the specific remedy sought and shall be delivered to
2 the grievant's immediate supervisor within ten (10) days of the informal conference. The
3 "District Administrator" shall communicate a written decision to the employee within ten (10)
4 days after receiving the grievance. If the "District Administrator" does not respond within the
5 above time limits, the grievant may automatically proceed to the next step. Within the above
6 time limits, either party may request a personal conference with the other party.

7 3.4.2 Level Two – Assistant Superintendent, Human Resources

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

16 3.4.3 Level 3 – Superintendent

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

25 3.4.4 Level 4 – Mediation

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

1 The function of the mediator shall be to assist the parties to achieve a mutually
2 satisfactory resolution of the grievance by means of the mediation process. At the outset of
3 this process, the mediator shall schedule and hold an informal conference at which time the
4 parties to the grievance shall submit to the mediator a clear, concise written statement of the
5 reasons for his/her appeal to the mediation process. If a satisfactory resolution of the grievance
6 is achieved by means of this mediation process, both parties to the grievance shall sign a
7 written statement to the effect and thus waive the right of either party to any further appeal of
8 the grievance.

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

15 3.4.5 Level 5 – Arbitration

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

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

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

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

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

12 **3.5** **Miscellaneous**

13 3.5.1 No reprisals of any kind will be taken by the Superintendent or by any
14 member or representative of the administration or the Board against any aggrieved person, any
15 party of interest, any member of the Association or any other participant in the grievance
16 procedure by reason of such participation.

17 3.5.2 When it is necessary for a representative designated by the Association
18 to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will,
19 upon notice by the President of the Association and approved of the immediate supervisor, be
20 released without loss of compensation in order to permit participation in the foregoing
21 activities. Any unit member who is requested to appear in such investigations, meetings, or
22 hearings as a witness will be accorded the same right.

23 3.5.3 The District shall provide a reasonable amount of release time to unit
24 members who are designated as Association representatives for the processing of grievances
25 under this Article subject to the following conditions; (a) twenty-four (24) hours prior to
26 release from duties for grievance processing the designated representative will inform his/her
27 immediate supervisor and the Assistant Superintendent, Human Resources, in order that
28 substitute service may be obtained, if such is necessary; and (b) time off shall be limited solely
29 to one designee representing a grievant in a conference with a management person.

30 3.5.4 All documents, communications and records dealing with the processing of
31 a grievance will be filed in a separate grievance file and will not be kept in the personnel file of
32 any of the participants.

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

5 //

6 **Article 4. PROFESSIONAL DUES OR FEES AND PAYROLL**
7 **DEDUCTIONS**

8 4.1 Unit members may sign and deliver to the Association an authorization for
9 payroll deduction of union dues, which will be forwarded to the District. Such authorization
10 shall continue in effect from year-to-year unless revoked, in writing, by the unit member.
11 Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the
12 regular salary check of the unit member each month for ten (10) months.

13 4.2 With respect to all sums deducted by the District pursuant to authorization of
14 the unit member, the District agrees to promptly remit such monies to the Association treasurer
15 accompanied by an alphabetical list of unit members for whom such deductions have been
16 made, categorizing them as to membership or non-membership in the Association, and
17 indicating any changes in personnel from the list previously furnished.

18 4.3 The Association agrees to furnish any information needed by the District to
19 fulfill the provisions of this Article.

20 //

21 **Article 5. WORK CALENDAR**

22 **5.1 Work Year**

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

26 5.2 The District and the Association agree that unit employees should be scheduled
27 to work during time that maximizes student learning or when students are in session.
28 Therefore, unit employees assigned to a program, department, or site operating on the district
29 calendar shall have a work year reflected in the negotiated work calendar for all OSSA
30 positions attached to the end of this document. On non-student days, a unit employee may
31 request a change in calendar and flex the days and work location. It may be granted with the
32 approval of the immediate supervisor.

1 5.3 For full-time unit employees, the normal work week shall consist of five (5)
2 consecutive work days, Monday through Friday. For part time unit employees, the work week
3 shall be mutually agreed upon by the unit employees and their immediate supervisor or
4 administrative designee. If a mutual determination cannot be reached between the unit
5 employee and his/her supervisor as to the unit employee's work calendar, the District reserves
6 the right to establish the work calendar for the unit employee involved.

7 The Association shall have the opportunity to provide input with management in
8 developing the work calendar(s) and meet to discuss the work calendar(s). On or prior to the
9 last day of student instruction unit employees will be notified, in writing, of their start date for
10 the following school year.

11 //

12 **Article 6. DUTY HOURS**

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

15 6.1 All unit members will be accountable for a forty-hour (40) work week in
16 accordance with the following provisions:

17 6.2 The varying nature of professional duties does not lend itself to establishing
18 daily starting and ending times of uniformity. Consequently, the starting and ending of unit
19 member's workday may vary because of differing school/office schedules and starting times.
20 Each year, the start and end times for each unit member's assignment shall be initially
21 determined by the District and/or site administrator.

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

24 6.3 Unit members shall be scheduled to work during time that maximizes student
25 learning or when students are in session.

26 6.4 No unit member shall be required to extend their duty/work day beyond eight
27 (8) hours inclusive of a 30-minute duty-free lunch.

28 6.5 Unit members are responsible for notifying their supervisor or their designee if
29 the unit member will be away from the district during the 40-hour workweek.

30 6.6 The basic work year in the District shall be as provided in Appendix A. This
31 work year may be increased or decreased by mutual agreement. Any change in the length of
32 the work year shall result in a corresponding increase or decrease of one current salary per

1 diem for each day of change. The District shall immediately notify in writing the President of
 2 the Association of any agreement to increase or decrease the work year of any unit member.

3 6.7 **Reduced Work Year.** Unit members who upon District approval voluntarily agree to
 4 reduce their work year to less than a full-time basis shall permanently relinquish any rights to
 5 that portion of their position which is voluntarily reduced.

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

12 6.9 **Vacancies:** Current unit members will be notified of vacancies via District email
 13 no later than when the position is advertised outside of the District regardless of when the
 14 vacancy occurs. All vacancies will be open to applicants for a minimum of 5 days.

15 6.9.1 The District shall follow and apply any or all of the criteria listed below
 16 in filling vacancies:

17 a. legal requirements of the District;

18 b. years of service within the bargaining unit;

19 c. individual training, experience, credentials;

20 d. educational needs of the school or department to which the unit member is
 21 assigned; and e. preference of unit member.

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

24 6.9.2 When more than one unit member has applied for a vacancy, and are considered
 25 equal under the criteria in Article 6.9.1, the most senior unit member shall prevail.

26 //

27 **Article 7 ASSIGNMENT OF UNIT MEMBERS**

28 **7.1 Definition of Terms**

29 7.1.1 **Years of Service.** For the purpose of this article, Years of Service is
 30 defined as the total amount of time a unit member is employed within the bargaining unit.

1 7.1.2 Assignment. An assignment is the placement of a unit member in a
2 specific program, department or site.

3 7.1.3 Reassignment. Reassignment for purposes of this agreement is a
4 change of assignment from one program, department or site to another within the bargaining
5 unit.

6 7.1.4 Position. A position is a specific job classification.

7 7.1.5 Reduction. A reduction is a decrease in the number of unit members in a
8 position.

9 7.1.6 Vacancy. A vacancy is an unstaffed assignment.

10 **7.2 Notifications of Vacancies and New Assignments to District Staff**

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

13 **7.3 Assignment Criteria**

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

16 a. legal requirements of the District;

17 b. years of service within the bargaining unit;

18 c. individual training, experience, credentials;

19 d. educational needs of the school or department to which the unit member is
20 assigned; and e. preference of unit member.

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

23 **7.4 Reassignment Before the Start of the Unit Member's Work Year**

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

26 7.4.1 Administrator or Designee will discuss potential changes in assignment
27 with the affected unit member prior to the notification of change in assignment.

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

1 7.4.2 Unit members will be notified of the following year assignment by May
2 31st.

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

5 **7.5 Reassignment After the Start of the Unit Member's Work Year**

6 7.5.1 If it becomes necessary for the District to reassign a unit member after
7 the start of the unit member's work year as defined in the OSSA work calendar attached
8 herein:

9 7.5.1.1 The District shall notify the unit member at least ten (10) days
10 prior in writing/email to the reassignment.

11 7.5.1.2 The unit member shall receive a written explanation of the
12 reasons for the reassignment and selection of the particular unit member.

13 7.5.1.3 An Association representative, with the permission of the unit
14 member, may be present during consultation regarding the proposed reassignment.

15 7.5.1.4 If the District reassigns a bargaining unit member to another
16 school site, the member shall be paid up to 16 hours in order to relocate (at their per diem rate).

17 7.6 **Unit Member-Initiated Reassignment**

18 7.6.1 Unit members shall have the right to request a change of
19 assignment by notifying their Administrator or Designee, in writing. Unit members not selected
20 shall be granted upon request a written explanation regarding their non-selection.

21 7.7 **Change of Position** Unit members who transfer from one five-step position to
22 another five-step position within the unit shall be placed on the lowest step on the
23 salary schedule at which the unit member will realize an increase in the per diem
24 rate.

25 **7.8 Reduction**

26 7.8.1 Reduction shall be on the basis of seniority in the position.

27 7.8.2 Unit members subject to reduction shall be transferred, if possible;
28 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
2 reduction.

3 7.8.4 An Association representative, with the permission of the unit member,
4 may be present during consultation regarding the proposed reduction.

5 7.8.5 The Oxnard School District and the Oxnard Support Services
6 Association acknowledge that present case law allows a District to
7 reassign pupil services support service personnel to any other
8 certificated position in which the unit member is credentialed to serve.
9 Due to the significant changes such a reassignment might involve, the
10 District will inform the affected employee as far in advance as is
11 administratively possible of any contemplated change.

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

14 7.9 **Extra Duty Assignments** An extra-duty assignment is defined as any work
15 outside a member's regular workday and job duties, included but not limited to the following:

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

21 7.9.1 The District will advertise extra duty assignments on the
22 District's website and via District email.

23 7.9.2 The District shall follow and apply any or all of the
24 criteria listed below in assigning unit members to extra-duty assignments.

- 25 a. legal requirements of the District;
- 26 b. years of service within the bargaining unit;

- 1 c. individual training, experience, credentials;
 2 d. educational needs of the school or department to which the unit
 3 member is assigned; and
 4 e. preference of unit member.

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

7 //

8 **Article 8. STUDENT RATIO**

9 8.1 **Definition of Terms**

10 8.1.1 “Caseload” for Speech-Language Pathologists: Number of students
 11 with an active IEP that you are assigned to and responsible for providing services.

12 8.1.2 “Student Ratio” for school-based Speech-Language Pathologists:
 13 calculated using percentages of FTE carrying caseload, excluding Preschool.

14 8.2 Unit members shall be assigned a student ratio not to exceed that required in the
 15 Education Code. When the student ratio exceeds the Education Code maximum, a referral to the
 16 District Special Education Administrator will be made by the Unit Member to review the
 17 caseload for problem solving/resolution.

18 8.3 The District shall also consider recommended federal and state guidelines.

19 //

20 **Article 9 EVALUATIONS**

21 9.1 The evaluation process shall include a review of the unit employee’s current
 22 performance and emphasize the recognition of their strengths and meritorious
 23 accomplishments. It is imperative that those responsible for personnel evaluation follow
 24 methods of identifying strengths as well as areas for growth in order to bring an awareness of
 25 these to the attention of each unit employee. When reinforcement of professional service takes
 26 a positive rather than a negative form, there is a much greater likelihood of improved
 27 professional performance.

28 9.2 To facilitate an accurate evaluation, a rubric will be utilized specific to an

1 employee's job classification. These forms shall be known as the OSSA Employee
2 Performance Evaluation Summative Report and shall be included in the contract under
3 an appendix.

4 9.3 Matters which are outside the scope of employment are irrelevant to the process of
5 evaluation.

6 9.4 Information collected for evaluation summaries may include the following sources:

7 9.4.1 Observation– visits of sufficient time to observe and assess job-related
8 skills and abilities; additional observations of unit employee's performance within the workday
9 in various settings.

10 9.4.2 Site/department administrator feedback; student support documentation;
11 parent or guardian feedback; any information which has been documented and found to be
12 reliable by the evaluator and which relates to the performance of the unit employee may be
13 included in the evaluation process. Such information must be shared with the unit employee
14 during the Evaluation conference.

15 9.5 Probationary Unit Employees

16 Probationary unit employees will be evaluated each probationary year. Permanent unit
17 employees will be evaluated at least once every other school year starting with the first
18 permanent year. After receiving two (2) evaluations of "meets expectations" or better in all
19 performance areas, the unit employee may be evaluated once every three (3) years at the
20 evaluator's discretion.

21 9.6 Notification of the evaluation shall be provided in writing or email on or before
22 September 30th and includes the name of the evaluator. A unit employee with a start date after
23 September 30th will be notified within 30 calendar days.

24 9.7 Evaluation Process:

25 **The 1st Evaluation Conference** will take place prior to winter break. Observation and/or
26 collection of information shall occur between notification of evaluation and the first evaluation
27 conference. Unit employees shall receive the OSSA Employee Performance Evaluation
28 Summative Report at this meeting, which will indicate sources cited. At the meeting, both the
29 evaluator and unit employees acknowledge discussion and receipt of the summative report.

30 The unit employee's signature does not necessarily indicate agreement. The unit employee has

1 the right to respond, in writing, within three (3) working days and such response will be
2 attached to and become a permanent part thereof.

3 **The Final Evaluation Conference** will take place prior to the last 30 days of instruction.

4 Observation and/or collection of information shall occur between winter break and the second
5 Evaluation conference. Unit employees receiving a “Meets Expectations” or higher, shall
6 receive the final OSSA Employee Performance Evaluation Summative Report at this meeting.
7 At the meeting, both the evaluator and unit employee acknowledge discussion and receipt of
8 the summary. The unit employee’s signature does not necessarily indicate agreement. The unit
9 employee has the right to respond in writing within three (3) working days and such response
10 will be attached to and become a permanent part thereof.

11 **9.8 Needs to Improve** If the unit employee received an “Unsatisfactory” or “Needs to
12 Improve” on an OSSA Employee Performance Evaluation Summative Report, the evaluator
13 shall complete the Performance Improvement Plan Form and offer positive assistance aimed at
14 achieving improvement. The evaluator shall: 1) outline, in writing, areas in need of
15 improvement; 2) the specific steps the employee needs to take to improve; and 3) assistance
16 available to support the unit employee. The unit employee’s progress on the improvement plan
17 shall be reevaluated within ninety (90) calendar days and as needed thereafter until the unit
18 employee’s performance is deemed to be satisfactory. The unit employee shall take proactive
19 steps to correct any areas that need improvement. When a unit employee with permanent status
20 has received a rating of Unsatisfactory or Needs to Improve on their final OSSA Employee
21 Performance Evaluation Summative Report, the unit employee shall be re-evaluated the
22 following year but only in the specific performance area identified in the improvement plan
23 unless the unit employee elects to be fully evaluated; neither reset the evaluation cycle.

24 9.9 Materials in personnel files of employees which may serve as a basis for
25 affecting the status of that employment are to be made available for the inspection of the unit
26 employee involved. Every employee shall have the right to inspect such materials upon
27 request at a time when such a person is not actually required to render services to the
28 employing District.

29 9.10 Such material is not to include ratings, reports, or records which (1) were
30 obtained prior to the employment of the person involved, (2) were prepared by identifiable
31 interviewing committee members, or (3) were obtained in connection with a promotional
32 examination.

1 9.11 Information of a derogatory nature, shall not be entered or filed unless and until
 2 the employee is given notice and an opportunity to review and comment thereon. An
 3 employee shall have the right to enter, and have attached to any derogatory statement, his own
 4 comments. Such review may take place during normal business hours, and the employee shall
 5 be released from duty for this purpose without salary reduction.

6 9.12 Upon written authorization by the unit employee, a representative of the
 7 Association shall be permitted to examine and/or obtain a copy of non-confidential materials in
 8 such unit employee’s personnel file without charge.

9 9.13 Evaluation procedures may be revised during the term of this agreement by
 10 mutual consent of the District and the Association.

11 //

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

13 10.1 If a unit member agrees to accept a teaching assignment during an intersession,
 14 the unit member shall be paid at the hourly rate established for teacher employees.

15 10.2 Except for this provision, no other articles or provisions in this Agreement shall
 16 apply to unit members serving in summer session/intersession.

17 //

18 **Article 11. LEAVE PROVISIONS**

19 11.1 The benefits which are expressly provided by this section, Article 11, are the sole
 20 benefits which are part of this collective agreement, and it is agreed that other statutory or
 21 regulatory leave benefits not incorporated, either directly or implied, into this Agreement shall
 22 not constitute a part of this
 23 Agreement, nor are such other benefits subject to the Grievance Procedures, Article 3.

24 **11.2 Sick Leave.** Unit members shall be granted sick leave, not to exceed twelve (12)
 25 days per year. This sick leave shall be cumulative without limit. Sick leave shall accrue on a
 26 fiscal year basis
 27 (i.e. July 1 – June 30 of the following year) and be available as of the first workday of each
 28 fiscal year. The number of days of sick leave a unit member may accrue will be based on the
 29 total number of days in their regular contract year in accordance with the table set forth below:

30 179 workdays or fewer	10 days of sick leave
31 180-215 workdays	11 days of sick leave
32 Over 215 workdays	12 days of sick leave

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

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

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

12 11.2.2 **Quarantine**. Unit members absent due to quarantine imposed by health
13 authorities shall have no salary deduction, if such absence is covered by days accumulated for
14 sick leave.

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

25 11.2.4 Sick leave is not cumulative month to month but each year leave shall accrue and
26 be available as of July 1 of each school year.

27 **11.3 Personal Necessity**. A unit member at his/her election may claim and deduct up to
28 eleven (11) days per year from his/her accumulated sick leave for reasons due to personal
29 emergency or necessity. The charges of such absences to the unit member's accumulated sick
30 leave shall be subject to approval by the Superintendent or designee. Absences which may be
31 charged to the accumulated sick leave under this section include but are not limited to the
32 following categories:

1 11.3.1 Death of a member of the immediate family, another relative, or of a close
2 personal friend.

3 11.3.2 Accident involving his/her person or property or the person or property
4 of a member of the immediate family.

5 11.3.3 Appearance in court as a litigant, as a witness, or other absence required
6 under official government order or direction.

7 11.3.4 Professional improvement such as: registration for courses in recognized
8 educational institutions, the taking of graduate or other examinations or tests that could not be
9 taken at other times, etc. The provision does not include attendance at classes or lectures that
10 are available at other times which would not conflict with the unit member's obligations to the
11 District.

12 11.3.5 Business transactions of an urgent nature. Such transactions must
13 require the presence of the unit members, and the unit member must furnish evidence or certify
14 that the transactions could not be dealt with during off-duty hours.

15 11.3.6 Individual or family responsibilities. Absences of this type would
16 include but not be limited to: illness of the immediate family, problems related to property,
17 graduations, weddings involving self or immediate family, necessary appearance of self or
18 member of immediate family in court or other governmental agency but not under court order
19 or official government order or direction.

20 11.3.7 Acceptance of an honor such as a diploma, a degree, or special award from a
21 recognized educational institution or governmental agency, relative or of a close personal
22 friend. Each unit member who elects to charge an absence for a "personal necessity" against
23 the sick leave shall notify his/her immediate supervisor in writing of the appropriate category,
24 and when practicable, prior to the absence.

25 **11.4 Absence Beyond Accumulated Sick Leave.** A unit employee absent for illness,
26 injury, disability, or quarantine beyond the number of workdays accumulated for sick leave
27 shall have deducted from his/her salary the amount paid to the substitute, whether a substitute
28 is employed or not, for those days beyond the sick leave allowance for the period of five (5)
29 school months or less, such amount not to exceed 50% of the absent unit employee's daily rate
30 of pay. A unit employee absent beyond this period shall have deducted from his/her salary
31 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 workers' 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.

1 **11.7 Court Appearance Leave/Jury Duty Leave**

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

6 11.7.2 Procedure. A unit member absent on court leave must show verification
7 of his/her attendance in court or state agency, and the fees paid for jury duty or witness service.
8 A unit member may retain all money paid to him/her for mileage and expenses, but jury or
9 witness fees paid to him/her by the court must be turned in to the District. Upon return from
10 court leave, the unit member is responsible for reporting to the District business office and
11 making payment for fees collected. A unit member who appears for jury duty or witness service
12 during regularly scheduled off-duty time may retain fees and other allowances.

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

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

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

23 **11.8 Family Care and Medical Leave**

24 11.8.1 Leaves. Eligible unit members may take leaves under this Article
25 for the birth, adoption, or foster care of a child, the serious health condition of the unit
26 member's child, parent or spouse and the unit member's own serious health condition except
27 for disability caused by pregnancy, childbirth or related medical conditions.

28 11.8.2 Eligibility. Eligible unit members are entitled to up to a total of
29 twelve workweeks of unpaid leave over any twelve-month period for family care/medical
30 leave providing they have more than twelve months of service and at least one thousand two
31 hundred fifty (1,250) hours of service in the previous twelve-month period.

1 11.8.3 Reinstatement Rights. A unit member whose request for leave has been
2 granted shall be guaranteed reinstatement to the same position or comparable position if their
3 previous one has been eliminated upon termination of the leave.

4 11.8.4 Continuation of Health Benefits. The District will maintain and
5 pay the current monthly contributions for eligible unit members toward the payment of
6 premiums for group health benefits throughout the period of family care/medical leaves.

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

10 11.8.5 Coordination of Benefits. Unit members will be required to use
11 all accrued paid vacation, other accrued time off, and any other paid or unpaid time off
12 provided for under this agreement such as personal leave, five month differential pay,
13 immediate family accident/illness leave and family care leave concurrently with leaves taken
14 for the birth or placement of a child or to care for an ill family member. Leave for which the
15 employee is eligible under Government Code section 12945 shall not count against, but shall
16 be in addition to, family care leave. However, a unit member may not be required to use such
17 leave during a period of leave in connection with the birth, adoption, or foster care of a child,
18 or to care for a child, parent or spouse with a serious health condition, unless mutually agreed
19 to by the unit member and the District. Unit members who take leaves for their own serious
20 health condition will be required to use accrued sick leave in addition to accrued paid vacation,
21 and all other paid or unpaid leaves provided for in this agreement.

22 11.8.6 Employee Status. A leave for family care and medical leave shall not constitute a
23 break in service for purposes of longevity, seniority or any employee benefit plan.

24 11.8.7 Reasonable Notice. If a leave is foreseeable, the unit member
25 shall provide the District with reasonable advance notice of the need for the leave and make
26 reasonable efforts to schedule planned medical treatment to avoid disruption to the operations
27 of the District.

28 11.8.8 Medical Certification. The District may require a unit member's
29 request for leave to care for a child, spouse or a parent who has a serious health condition be
30 supported by a certification issued by the health care provider. Certification is sufficient if it
31 states (1) the date the serious health condition commenced; (2) the probable duration; (3) that
32 the unit member is needed to provide such care, or that the unit member is unable to perform

1 his/her job due to the serious health condition. A second opinion may be required by the
2 District at the District's expense for the unit member's serious health condition. If the two
3 opinions conflict, a third and binding examination may be required by a mutually agreed upon
4 health provider, at the District's expense.

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

8 **11.9 Maternity Leave of Absence**

9 11.9.1 Definition. A maternity leave of absence is a leave granted to a unit member
10 because of expected maternity. It is granted during pregnancy and the period of convalescence
11 following childbirth. The leave provided for in this section is in addition to any other leave
12 provided for by law or by this Agreement. Throughout this section, the term "leave" means
13 maternity leave of absence as defined above.

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

23 11.9.3 Compensation

24 11.9.3.1 Prior to delivery, the unit member shall, in a form provided,
25 indicate either (1) a non-paid leave of a maximum of one school year or (2) use of sick leave
26 during the pre- and postdelivery period.

27 11.9.3.2 In the event the unit member chooses (2) above, she shall be entitled to
28 use all or part of any accumulated sick leave and shall be further entitled to sick benefits as
29 defined in 11.4 of this Agreement.

30 11.9.3.3 If the unit member selects a non-paid leave, any fringe benefits provided
31 by the District shall continue in full force and effect during the period of leave at the expense of
32 the unit member.

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

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

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

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

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

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

22 11.9.7. Effect of Maternity Leave. Maternity leave shall not deprive the unit member of
23 any rights or benefits to which she may be entitled including, but not limited to, fringe
24 benefits, placement, class size, salary, and retirement as provided by law and/or in the
25 Education Code.

26 **11.10 PARENTAL LEAVE**

27 11.10.1 Under California Family Rights Act (CFRA 2016), California Ed. Code
28 44977.5, and the Federal Family Leave and Medical Leave Act of 1993 (FMLA), a bargaining
29 unit employee may elect to utilize up to twelve (12) weeks of Parental Leave occasioned by the
30 birth or adoption of a child or foster child placement.

31 11.10.2 The twelve (12) week Parental Leave shall run consecutively to the
32 bargaining unit employee's Maternity Leave of Absence (aka Pregnancy Disability). The

1 twelve (12) week Parental Leave shall run concurrently with Sick Leave Use for
2 Adoption/Paternity/Foster Care for the birth, adoption of a child, or foster child
3 placement.

4 11.10.3 A bargaining unit employee shall use any accumulated Sick Leave for the
5 twelve (12) week Parental Leave before receiving 50% pay (In order to qualify for 50% pay, a
6 member must exhaust all accrued full-pay sick leave). The twelve (12) week Parental Leave
7 shall run concurrently with California Family Rights Act, CFRA. Under CFRA regulations, the
8 minimum duration of the leave shall be two (2) week blocks of time, except the District must
9 grant a request for leave of less than two (2) weeks duration on any two (2) occasions.

10 11.10.4 Parental leave must be utilized during the first year following the birth or
11 placement of a child with the bargaining unit employee. If a bargaining unit employee exhausts
12 his/her accumulated sick leave prior to the expiration of the twelve (12) week Parental Leave,
13 and continues to be absent from his or her duties on account of Parental Leave, the amount
14 deducted from the bargaining unit employee's salary shall be fifty (50) percent of their salary
15 due in accordance with education code 44977.5.

16 11.10.5 A bargaining unit employee shall not be provided more than one twelve
17 (12) week period for Parental Leave per Pregnancy Disability Leave (PDL) or Adoption/
18 Paternity/Foster Care Leave. However, if a school year terminates before the twelve (12) week
19 period is exhausted; the bargaining unit employee may take the balance of the twelve (12) week
20 period in the subsequent school year provided it is within one year of the birth or adoption of a
21 child or foster child placement. Any new allotment of sick leave shall be used concurrently with
22 the remaining balance of parental leave.

23 **11.11 Catastrophic Leave**

24 11.11.1 Definition: Catastrophic Leave is intended for exceptional and
25 demonstrable hardship case and is not to be considered or treated as a routine extension of paid
26 status for employees who have, by previous absences, exhausted their sick leave and vacation
27 leave. Catastrophic leave shall be limited to the unit member and member's immediate family
28 including parents and children.

29 The Oxnard School District Catastrophic Leave Bank program is intended to provide
30 emergency financial support and to relieve financial hardship in situations where a serious
31 illness or injury incapacitates the employee for an extended period of time, or incapacitates an
32 immediate family member, requiring the employee to be absent from work for an extended

1 period of time to care for that family member per [California Education code section
2 44043.5(1)].

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

6 11.11.2. The intent of the Catastrophic Leave Bank is to provide Oxnard School District
7 employees (Management, Confidential, OSSA, and CSEA) economic relief for devastating
8 personal health circumstances.

9 Catastrophic Leave may not be used for:

- 10 a. Elective Surgery
- 11 b. Personal Necessity Leave
- 12 c. Normal Pregnancy
- 13 d. Bereavement

14 11.11.3 The groups agree to create a Catastrophic Leave Bank effective September of
15 2019. The Catastrophic Leave Bank shall be funded in accordance with the terms below.

16 11.11.4 For the purpose of this section, a “day” shall be any day an eligible permanent
17 employee is expected to be on duty.

18 11.11.5 Days in the Catastrophic Leave Bank shall accumulate from year to year.

19 11.11.6 Days shall be contributed to the Bank and withdrawn from the Bank without
20 regard to the daily rate of pay of the Catastrophic Leave Bank participant.

21 11.11.7 Eligibility and Contributions:

22 11.11.7.1 At the beginning of each school year, eligible permanent employees
23 may elect to contribute to the catastrophic Leave Bank. Participation is voluntary and only
24 contributors will be permitted to draw from the Bank. Each person’s contribution shall be based
25 on a full working day or be prorated to the percentage of the person’s daily assignment if less
26 than a full day.

27 11.11.7.2 Open enrollment shall commence on July 1 and close on September 30
28 in each year for establishing and then sustaining the Catastrophic Leave Bank. A second
29 enrollment shall commence on February 1 and close on February 28 for any unit member who
30 wishes to participate.

31 11.11.7.3 A Catastrophic Leave Committee will be established each year to
32 monitor the program, review requests and determine eligibility to receive a donation of days.

1 The Committee will be comprised of the Assistant Superintendent of Human Resources, 1
2 management/confidential, 2 OSSA members, and 2 CSEA Members selected by each unit. The
3 Assistant Superintendent of Human Resources shall have the responsibility of maintaining
4 records for the program.

5 11.11.7.4 The initial donation shall be one day per participant. When the
6 Committee determines a need, new donation forms will be distributed to all eligible permanent
7 employees to rebuild the bank. Eligible permanent employees shall be considered active in the
8 Bank as long as they have donated at least one day in any school year when donations are
9 solicited. If the bank falls below 61 days, a second collection shall be asked of all unit
10 members. If a unit member donated at the beginning of the year, and is now unable to donate, a
11 unit member shall still be considered an active participant for the remainder of the year. If a
12 participating unit member has more than 10 sick days, the unit member shall be required to
13 donate a second day in order to replenish and sustain the Catastrophic Leave Bank. If a
14 participating member has less than 10 sick days and does not voluntarily donate a day, they will
15 be required to donate at the beginning of the next year in order to continue participation in the
16 Bank. If it is a year requiring a donation, the member will be required to donate two days to
17 remain active. If no donations are solicited, then a member will stay active unless they choose
18 to cancel. Donated days will not be returned upon cancellation and the participant will not be
19 eligible to receive a donation of days after submitting a cancellation. Unused days shall carry-
20 over and remain in the Bank from year to year.

21 11.11.7.5 If the number of days in the Bank at the beginning of the school year
22 exceeds 400 days, no contribution shall be required.

23 11.11.7.6 Participants or their representative may request a draw from the bank
24 only after all paid leaves including differential/half pay no more than 5 months for OSSA
25 members (100 days for CSEA) have been exhausted. If the participant is also entitled to FMLA
26 (Family Medical Leave Act), the twelve work weeks within a twelve-month period shall run
27 concurrently with the use of Catastrophic Leave. Eligible permanent employees may request up
28 to 60 days of leave from the Bank. Requests will be addressed by the Committee within 10
29 working days. Requests for additional days from the Bank may be requested and will be granted
30 at the discretion of the Catastrophic Leave Committee.

31 11.11.7.7 If any Catastrophic Leave Bank days are granted by the Committee to an
32 applicant for a specific and qualified reason are not needed or used, the days shall be returned to

1 the Bank. If the request is approved or denied, the bargaining unit member making the request
2 shall be notified in writing of the decision. This decision shall be final and not subject to the
3 grievance process of the agreement.

4 11.11.7.8 Catastrophic Leave will require a medical verification to substantiate the
5 illness or injury.

6 **11.12 General Leaves of Absence**

7 11.12.1 General Condition. The District may grant unit members a leave of absence.

8 11.12.1.1 If the District, upon recommendation of the Superintendent,
9 does grant a leave of absence, the following conditions shall prevail unless otherwise specified in
10 this Agreement or in the motion granting the leave:

11 11.12.1.2 A leave of absence will not be granted for more than one school
12 year at a time.

13 11.12.1.3 All applications for an anticipated leave of absence must be on
14 file in the Superintendent's office at least sixty (60) days prior to the effective date of the leave.

15 11.12.1.4 A unit member on leave of absence shall be bound by all of the
16 terms and conditions stated at the time of authorization of the leave by the District.

17 11.12.1.5 On or before April 1 of the year of the leave, such individual to
18 whom a leave of absence is granted shall notify the District Superintendent in writing if he
19 wishes to return to the District's employ at the beginning of the following school year.

20 11.12.1.6 Failure to notify the District Superintendent on or before April 1
21 of the year of leave will constitute a resignation of the position from which the unit member is on
22 leave.

23 11.12.1.7 Assignment upon return from leave will be in accordance with
24 the conditions agreed to in the granting of the leave.

25 11.12.1.8 Any compensation granted shall be specified in the motion.

26 11.12.1.9 General leaves that are granted for personal renewal must show
27 that such a leave will provide the unit member an opportunity to prepare for improved service in
28 the schools of the Oxnard School District.

29 11.12.1.10 The District may approve a general unpaid leave for a unit
30 member when requested by the unit member to address family emergencies or special
31 circumstances.

1 **11.13 Verification of Absence**

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

6 **11.14 Sabbatical Leaves of Absence**

7 11.14.1 Sabbatical leave is defined as any definite plan whereby a unit member
8 may be granted leave of absence covering a stipulated period of time of a school year, such leave
9 to be used for professional improvement, and including payment of partial salary for such leave.

10 11.14.2 Sabbatical leave is not granted as a reward for service or work already
11 performed, but rather as an opportunity to prepare for improved service in the schools of the
12 Oxnard School District.

13 11.14.3 The goals or reasons for granting sabbatical leave are summarized as
14 follows:

15 11.14.3.1 Improved professional service:

16 11.14.3.2 Broader professional view;

17 11.14.3.3 Higher scholarship and culture;

18 11.14.3.4 Inspiration to other unit members; and

19 11.14.3.5 Help to the school system in attracting competent new
20 personnel.

21 11.14.4 Definition: A sabbatical leave is a leave granted to a unit member for one
22 of the following reasons:

23 11.14.4.1 Professional Study. A sabbatical leave for professional study is
24 one during which the unit member is enrolled in a program of full-time study in an accredited
25 institution of higher learning. Courses must, in the judgment of the sabbatical leave committee,
26 relate to the present or prospective service of the unit member.

27 11.14.4.2 Independent Study or Research. A leave taken for the purpose of
28 pursuing a program of independent study or research must be related to the present or
29 prospective services of the unit member and must be under the guidance of the District
30 sabbatical leave committee. The program must be equivalent in effort and content to that
31 required under paragraph (a) above, for professional study. A complete plan for such study

1 must be approved by the sabbatical leave committee and filed with the original application for
2 leave.

3 11.14.5 Travel. A travel leave is one during which the unit member shall remain
4 in travel status and must be related to the present or prospective services of the unit member. A
5 complete plan for such travel must be approved by the sabbatical leave committee and filed with
6 the original application for leave.

7 11.14.5.1 Combination Study and Travel. A combination leave may be
8 approved for both study and travel provided that the goals specified relate closely to the
9 present or prospective service of the unit member in the Oxnard School District. A complete
10 plan for such a combination must be approved by the sabbatical leave committee and filed with
11 the original application for leave.

12 11.14.5.2 Eligibility. Sabbatical leave for the purpose of engaging in
13 professional study, research and travel, may be granted to unit members under 62 years of age
14 who have completed seven (7) continuous, full school years of service in the Oxnard School
15 District. Service of at least seventy-five percent (75%) of the duty days in each year will count
16 as a full school year. Any exceptions must be upon the recommendation of the District
17 sabbatical leave committee.

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

22 11.14.6 Length of Leave. A sabbatical leave may be granted for a college quarter,
23 semester, two or more consecutive quarters, or two semesters in the same school year.

24 11.14.7 Number of leave. The total number of unit members granted sabbatical
25 leave during any one school year shall not exceed two members of the unit.

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

28 11.14.7.1 Relative merits of each leave proposal;

29 11.14.7.2 Seniority; and

30 11.14.7.3 Whether applicant has been granted previous leave.

31 11.14.8 Request Procedure. The unit member should make a written application to

1 the Office of the Superintendent on the form provided by the Personnel Department.

2 Applications for sabbatical leave shall be submitted by April 1 of the school year prior to the
3 school year in which the leave would occur.

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

8 11.14.9 Review of Requests for Leave. Following the April 1 deadline for receipt
9 of applications for leave, the Superintendent shall direct the sabbatical leave committee to review
10 all such applications filed by the deadline and report to him prior to May 1.

11 11.14.10 Sabbatical Leave Committee. The committee shall be comprised of the
12 following persons:

13 11.14.10.1 The Superintendent's designated representative who will serve
14 as chairperson;

15 11.14.10.2 The Assistant Superintendent, Human Resources and Support
16 Services;

17 11.14.10.3 Two-unit members selected by the Association.

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

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

24 11.14.11 Report to Board. In May the Superintendent shall report to the Board of
25 Trustees all requests for sabbatical leave and the recommendations of the sabbatical leave
26 committee and his recommendations concerning the leave.

27 11.14.12 Compensation. The unit member on sabbatical leave may elect to
28 receive his salary in accordance with any of the options provided by the Business Office after
29 furnishing a suitable bond indemnifying the District against loss in the event that the unit
30 member fails to render at least one year service in the District following his return from leave.
31 Such bond will be exonerated in the event of failure to return and render on year of service as
32 described above if caused by death, physical or mental disablement of the unit member, or

1 | circumstances beyond the control of the unit member. If the unit member elects not to furnish a
2 | suitable bond, he/she shall be paid the salary due him/her in two equal installments, one-half
3 | (1/2) at the conclusion of the first half of the unit member's work year after return to service and
4 | one-half (1/2) at the conclusion of the second half of the unit member's work year.

5 | The unit member shall receive compensation during sabbatical leave equal to the
6 | difference between his salary and that of his replacement. Paid sick leave is not earned while
7 | on sabbatical leave. The District is freed from any liability for the payment of any
8 | compensation or damages provided by law, for the death or injury of the unit member while
9 | he/she is on sabbatical leave. Credit for advancement in class on the District salary schedule
10 | can be achieved only through the acquisition of upper division or graduate work taken through
11 | an accredited institution of higher learning.

12 | 11.14.13 Required Report. Within eight (8) weeks after the expiration of the leave,
13 | the unit member shall submit in writing three copies of a detailed evaluation of his activities
14 | while on leave, showing evidence that he/she has met the objectives stated in his/her
15 | application. Verifications shall be presented in the report (such as places visited, dates, length
16 | of stay, and in case of foreign travel, a passport). In the case of professional study, official
17 | transcripts of credit bearing the seal of the university and the signature of the registrar should
18 | be presented, as well as any documenting evidence pertinent to the report to the Board.

19 | **11.15 Paid Association Leave**

20 | 11.15.1 The Association President shall be given an assignment in the District
21 | that reflects a reduced workload of 35 days. The Association President will be paid a 100%
22 | assignment but will be allowed 35 days per year to perform Association business. The District
23 | Administrator or Designee will assign the President to an assignment based on the reduced
24 | workdays. This article is intended to ensure that the employee who is serving as President has
25 | an assignment that allows for the effective execution of the duties assigned as well as the
26 | President position.

27 | 11.15.2 Up to 6 days per year are available for the Association President and/or
28 | designee to perform Association business. If a substitute is utilized for the designee, the cost of
29 | the substitute will be split between the District and the Association 50/50.

30 | 11.15.3 Release time spent participating in Collective Bargaining and any
31 | mandatory District meeting will be excluded from the days above.

32 | **11.16 Emergency Leave: Natural Disasters**

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

5 //

6 **Article 12. SAFETY CONDITIONS**

7 12.1 All unit members shall maintain safe and sanitary conditions in their teaching or
8 work areas of responsibility.

9 12.2 All unit members will report to their immediate supervisor any practice, condition,
10 or specific occurrence which poses a threat to the health or safety of any person associated with
11 the District.

12 //

13 **Article 13. ASSOCIATION RIGHTS**

14 13.1 The Association shall be entitled to use official bulletin board for lawful
15 communications with unit members.

16 13.2 The Association will have the opportunity to use school buildings under the Civic
17 Center provisions so long as such does not interfere with District programs.

18 13.3 The Association shall have the right of access to areas in which employees work,
19 the right to use bulletin boards, mailboxes, and other means of communication, and the right to
20 use District facilities for the purpose of Association-called meetings.

21 13.3.1 Communication. The Association shall be entitled to post notices of
22 Association concern on a staff bulletin board in an area frequented by unit members in each
23 school complex. An Association representative shall be responsible for intra-school
24 distribution of said communications. A copy of general distribution Association material shall
25 be sent to the principal or designee at time of posting or delivery. The Association's mail will
26 be delivered unopened and without undue delay.

27 13.3.2 Use of Facilities. The Association may use school facilities for meetings
28 when involved unit members are not on duty, subject to approval of the principal. Such
29 approval shall be granted unless such meetings conflict with previously scheduled use of such
30 facilities or the buildings are otherwise unavailable for use. No District facilities may be used
31 for any purpose that would violate any federal, state or local law or regulation.

1 13.3.3 The employer shall provide the Association with names and work locations of
2 all bargaining unit personnel no later than August 15 of each school year and of all bargaining
3 unit personnel employed after August 15 of each year within thirty (30) days of employment.

4 13.4 In addition, upon request, the District shall provide the Association with materials
5 necessary for the Association to fulfill its role as exclusive bargaining representative.

6 13.5 Distribution of Contract. Within forty-five (45) days after acceptance of this
7 contract, upon the unit member's request, the District shall duplicate and provide, without
8 charge, a copy of the Agreement and any subsequent amendments to each bargaining unit
9 member. Distribution of the contract will otherwise be provided by EMAIL or on the District's
10 Website. Any person who becomes a member of the bargaining unit after the execution of this
11 Agreement shall be provided with a copy of this Agreement and any subsequent amendments,
12 without charge.

13 13.6 Unit members shall be entitled to attend OSSA membership meetings twice per
14 year (not to exceed 2 hours per meeting) during the duty day. Such time used for this purpose
15 shall be made up by the unit members as part of the unit member's 40 hour work week.

16 //

17 **Article 14. NEGOTIATION SESSIONS**

18 14.1 The District agrees to meet and negotiate within thirty (30) duty days of an initial
19 proposal submitted by the Association at a public board meeting.

20 14.2 Negotiations shall take place at mutually agreeable times and places.

21 //

22 **Article 15. CONTRACTUAL DUTIES**

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

25 //

26 **Article 16. SALARIES**

27 16.1 OSSA and OSD agree to a 3% on salary schedule (ongoing), retroactive to July 1, 2023
28 and a 3% off-schedule (one-time payment).

29 16.2 Initial Placement

30 16.2.1 Up to three (3) years of recent comparable work experience shall be granted for initial
31 placement on the appropriate salary schedule. Unit members selected for the senior

1 psychologist and senior speech therapist positions shall be placed on the same step number of
2 the salary schedule of their current placement.

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

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

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

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

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

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

26 16.6 **Extra Duty Assignments**: Unit members who agree to provide services in an extra duty
27 assignment consistent with their job classification shall be compensated at an hourly rate the
28 basis for which is the unit member's per diem rate of pay (See also Article 7.9).

29 16.7 **Reassignment Within the Unit**

30 16.7.1 Unit members who are involuntarily assigned to a new position within
31 the unit shall receive at least the same per diem pay as they received prior to the reassignment.

1 16.8 **Anniversary Increments.** Anniversary increments shall be as follows: \$600 shall be
2 granted at the beginning of the 9th year of service to the District, and 2.25 percent of Step 1 of
3 the employee's salary plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st,
4 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District.

5 16.9 **Stipends.**

6 16.9.1 Unit members possessing the qualifications for and serving in the
7 position of the Senior Speech/Language Specialist or the Senior Psychologist positions are
8 granted \$1,000 stipend per annum. A two-tier work year schedule for psychologists and
9 speech and language specialists shall be established.

10 16.9.2 Unit employees who are assigned by management to use their bilingual
11 skills within their job duties and can demonstrate bilingual proficiency by passing CSET subtest
12 III, Praxis or other District recognized assessment or possession of either a credential or
13 certificate of competence in said language, shall receive an annual stipend of \$1,000.

14 16.9.3 Unit members who are assigned by management to mentor those designated as
15 mentees will receive a stipend of \$750 per semester per mentee (stipend will be prorated in the
16 event of partial completion).

17 16.9.4 Any unit member who uses his/her personal vehicle in the performance of work for
18 the school District shall receive a mileage stipend based on the following:

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

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

30 //

31 //

1 **Article 17. PROFESSIONAL GROWTH**

2 17.1 Professional Growth is a collaborative process that assists in the improvement of the
3 individual's professional performance or skills and is also an opportunity for the District to
4 improve the knowledge base or productivity in particular areas.

5 17.2 Recognizing that professional development is ongoing and that pre-service education
6 alone cannot provide all the knowledge and skills that unit members will need to keep abreast
7 of technological and informational developments throughout their careers, the District commits
8 to an ongoing program of staff development.

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

11 17.2.1 Beginning the 2024-2025 School Year, each unit employee shall be allocated
12 \$1,500 to use over a two-year period. Allocation will occur every other year thereafter. Any
13 funds not used during the two-year period cannot be carried over. The District will administer
14 professional development funds for each unit employee to be dispersed throughout the two-
15 year period. The unit employee shall seek advanced written approval from the designated
16 administrator(s) for use of these funds. The unit employee shall submit the request for payment
17 or reimbursement to their designated administrator(s). The District shall not act arbitrarily or
18 capriciously when rejecting requests. Unit employees may use the grievance process to
19 challenge a rejection of their request for use of these funds.

20 17.2.2 Unit members shall be granted up to eight (8) days per year of release days will be
21 granted to attend workshops/seminars. These days will be in addition to attendance at local
22 professional organization meetings and District required workshops and training. The unit
23 member shall seek advanced written approval from the designated administrator(s) for use of this
24 release time.

25 17.2.3 Unit members who work 75% or more of the regular work year for the
26 classification to which they are assigned, shall receive the full professional growth allocation.
27 Unit members whose work year is less than 75% shall receive a prorated amount based on the
28 percentage their work year bears to a full-time assignment. Unit members who separate from
29 the District mid-year shall reimburse the District a prorated share of the Professional Growth
30 stipend based on the amount of days not worked as part of their work year.

31 17.3 **Professional Growth Award Program**

32 17.3.1 For each fifteen (15) semester units (22 1/2 quarter units) professional

1 growth program taken subsequent to the completion of the bachelor's degree, an award of
2 \$1,000 will be granted.

3 17.3.2 Credit toward a Professional Growth Award Program will not be allowed
4 if attendance is permitted during the unit member's assigned duty hours, and/or expenses in
5 any amount are paid directly or indirectly by the District.

6 17.3.3 Prior approval for professional growth credit may be granted for
7 seminars and workshops sponsored by a recognized professional Association, college, or
8 university. Attendance verification must be provided on a District form which shall include
9 receipts and registration.

10 17.3.4 Credit for such seminars or workshops shall be awarded on the basis of one (1)
11 semester unit for each fourteen (14) hours of participation.

12 17.3.5 Except for lower division course work in sign language and
13 speaking/reading/writing Spanish, all courses must be upper division or graduate and taken
14 subsequent to the fulfillment of the requirements for the bachelor's degree.

15 17.4 **Transfer of Professional Growth Credit.** A unit member who earned professional
16 growth credits while a certificated employee of the Oxnard School District shall be allowed to
17 transfer such credits for compensation when accepting a position within the OSSA bargaining
18 unit. Professional growth credits accrued prior to becoming a unit member will be subject to
19 review by the Assistant Superintendent, Human Resources and Support Services, to verify that
20 said credits are applicable to the unit member's new position. Only those credits deemed
21 applicable and previously not compensated for will be transferred for compensation with the
22 unit. This section is intended to include any employee who has transferred into an OSSA
23 position during the term of the 1991-94 contract.

24 //

25 **Article 18. FRINGE BENEFITS**

26 18.1 The Association agrees to be bound by the terms and conditions of the District's current
27 health and welfare benefits provider Participation Agreement. Unit employees, enrolled in
28 benefits, shall participate in the District's group health and welfare benefits currently in
29 existence and/or as may be amended, changed, or modified by approval or resolution of the
30 Board of Trustees for certificated staff. The cost of participating in the District's group health
31 and welfare benefits shall be paid by the unit employee and the District. The District will
32 continue to make contributions toward the payment of premiums for group health insurance

1 | programs at the current level for eligible employees. Effective January 1, 2025, the District's
2 | annual contribution (CAP) shall be \$7,676.00 per eligible unit employee. The unit employee
3 | may participate in the District's Section 125 Plan to allow for monthly pre-tax deductions of
4 | the health and welfare benefits cost borne by the unit employee.

5 | **18.2 Life Insurance.** The District shall contribute monthly premiums for group life insurance.
6 | The insurance coverage will be in the amount of \$10,000 for unit employees, \$1,500 for
7 | dependents older than six months, and \$100 for dependents six months and younger.

8 | **18.3 Health Insurance for Retirees**

9 | 18.3.1 Bargaining unit employees who were hired before July 1, 2006 will be eligible
10 | for the retirees' health insurance benefits subject to the following conditions: This provision
11 | shall apply to unit employees retiring between the ages of fifty-five (55) and sixty-nine (69);
12 | the unit employee must have served in a certificated position in the California public school
13 | system for at least fifteen (15) years and in the Oxnard School District for the eight (8)
14 | consecutive years preceding the date of retirement and the unit employee must be participating
15 | in the health benefits program for at least 8 of the last 10 years preceding their retirement date.
16 | One of the eight (8) years must be the year of retirement. For such unit employees who elect
17 | to participate in this benefit, the District shall contribute the full amount of the rate premium
18 | for group health insurance and the full amount of the premium for vision and dental until the
19 | employee member reaches age sixty-nine (69). This insurance shall continue until age sixty-
20 | nine (69) even though the retiree is eligible for and receiving alternative insurance.

21 | 18.3.2 Bargaining unit employees who are hired on or after July 1, 2006 through June
22 | 30, 2012 will be eligible for the retirees' health insurance benefits subject to the following
23 | conditions: This provision shall apply to unit employees retiring between the ages of fifty-five
24 | (55) and sixty-five (65); the unit employee must have served in a certificated position in the
25 | California public school system for at least fifteen (15) years and in the Oxnard School District
26 | for the eight (8) consecutive years preceding the date of retirement and the unit employee must
27 | be participating in the health benefits program for at least 8 of the last 10 years preceding their
28 | retirement date. One of the eight (8) years must be the year of retirement. For such unit
29 | employees who elect to participate in this benefit, the District shall contribute the full amount of
30 | the rate premium for group health insurance and the full amount of the premium for vision and
31 | dental until the unit employee reaches age (65). This insurance shall continue until age sixty-five
32 | (65) even though the retiree is eligible for and receiving alternative insurance.

1 18.3.3 For retirees who satisfy the terms and conditions of Section 18.4 of the
2 contract and who are eligible for Medicare prior to reaching the age of 69, the District's health
3 insurance contribution shall be modified to provide secondary/supplemental coverage to
4 Medicare A and B until age 69 in lieu of primary coverage. Should a retiree not be eligible for
5 Medicare, then the retiree shall continue to be covered by the District's health insurance and
6 that insurance shall act as the primary coverage up to the age of 69.

7 18.3.4 Should a retiree who was formerly a part-time employee elect to enroll,
8 the District shall prorate the premium contribution (e.g., a 75% FTE employee shall pay 25%
9 of the district's premium contribution). The retiree will be obligated to pay any difference
10 between the District's contribution and the actual insurance premium.

11 18.3.5 A retiree can elect to opt-out of the insurance program at any time. Once this
12 decision is made it is irrevocable.

13 18.3.6 Coverage under this section applies only to the retiree, their spouse or domestic
14 partner, and any eligible dependents that are covered at the time of retirement.

15 18.4 OSSA unit employees hired into the District AFTER July 1, 2012 are not eligible for retiree
16 health benefits.

17 **Article 19. WELLNESS**

18 19.1 The Association and District recognize that unit members have high demands on
19 their time, skills, and stamina. As such, it is imperative that unit members have the skills
20 needed to address both the stressors, physical, mental, spiritual and emotional on themselves,
21 as well as the community. Skills for how to accomplish this have emerged from a variety of
22 fields including positive psychology, mindfulness and similar meditative practices, traditional
23 relaxation training, and from the new field of psychoneuroimmunology. The Association and
24 the District will offer ongoing professional development that supports unit members' well-
25 being, recognizing we share a respect for the relationship of the mind to the body, and the
26 importance of using positive intention to influence therapeutic outcomes. The wellness support
27 will include opportunities to learn by doing; to demonstrate the power of positive intention,
28 positive affective expression, progressive relaxation strategies, mindful practices for being
29 fully present moment by moment, and the use of guided imagery to produce beneficial physical
30 and emotional outcomes in both ourselves and in the students we serve. Every regular
31 [departmental District Office] staff meeting will integrate a component of wellness and self-
32 care. The District will provide two opportunities for members per school year which may

1 include in-service, trainings, [or] external options. The overall purpose of this approach is to
2 increase wellness and work/life balance for unit members and their ability to provide quality
3 service to our community and to increase unit member's awareness of the extra therapeutic
4 factors that influence successful outcomes within therapeutic relationships. These methods for
5 self-care will help create the conditions for improved physical and emotional functioning for
6 unit members.

7 19.2 Unit members may use the release days for wellness activities as part of the
8 allocation as referenced in Professional Growth Article 17.4.2. Release time for wellness is
9 included within the total amount of release time allocated for professional growth. Requests
10 for release time for unit member initiated wellness activities shall be submitted to the unit
11 member's Site supervisor or Administrative designee for approval. The District shall not act
12 arbitrarily or capriciously when rejecting requests.

13 //

14 **Article 20. SUPPORT OF AGREEMENT**

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

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

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

27 //

28 **Article 21. CONCERTED ACTIVITIES**

29 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing
30 or refusal or failure to fully and faithfully perform job functions and responsibilities, or other
31 interference with the operation of the District by the Association or by its officer, agents or

1 members during the term of this Agreement, including compliance with the request of other
2 labor organizations to engage in such activity.

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

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

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

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

13 //

14 **Article 22. SAVINGS PROVISIONS**

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

18 //

19 **Article 23. TERM**

20 This Agreement shall become effective July 1, 2022, and shall remain in full force and effect
21 up to and including June 30, 2025 and shall continue in effect year-by-year, unless one of the
22 parties notifies the other in writing no later than June 30th of each year of its request to modify,
23 amend, or terminate the agreement. No sooner than May 1st and no later than June 30th of each
24 year, the party wishing to modify, or amend the agreement shall submit in writing its request
25 to do so, accompanied by its initial articles for a successor agreement. Meeting and
26 negotiating shall commence no later than October 1st following receipt thereof or as mutually
27 agreed upon by both parties. Either party may reopen to negotiate Article 16, Salaries and
28 Article 18, Fringe Benefits. Additional articles, up to a maximum of three (3) by each party
29 may be re-opened, provided, however, if the proposed articles from both parties exceed three
30 (3) articles, then the articles to be re-opened shall be selected by mutual agreement of the
31 parties.

32 //

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.

- 1 4.) Falsifying and/or misrepresenting facts on forms or records of the District or of any
- 2 public entity used in connection with the performance of the unit member’s duties
- 3 for the District or on any job application or resume submitted to the District.,

- 4 5.) Willful violations of the Education Code or other California Law,

- 5 6.) Flagrant disobedience of or willful refusal to follow the reasonable rules,
- 6 regulations and directives governing employment that have previously been
- 7 brought to the attention of the unit member and/or or that are of such a nature that
- 8 they warrant serious penalty.

9 Penalties:

- 10 1.) Imposition of penalty under this Section “b” shall be limited to:

- 11 Suspension with or without pay for up to five (5) working days;
- 12 2.) Involuntary transfers for the remainder of the school year, unless the District and
- 13 the employee agree the transfer will be permanent;
- 14 3.) Nothing herein shall limit the District’s authority to impose greater penalties where
- 15 such are specifically authorized by the Education Code or other California law

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

- 20 d.) Conduct subject to the employee’s formal evaluation is not governed by this Article
- 21 except to protect the health and/or safety of the employee, students, other employees
- 22 and the public or where the employee repeatedly and willfully fails and refused to
- 23 follow written directives.

- 24 e.) During any interview that the unit member reasonably believes may lead to discipline,
- 25 the unit member may request presence of an Association representative. During any
- 26 interview wherein the administrator is considering recommending or imposing
- 27 discipline, the administrator shall inform the affected employee of his/her right to
- 28 request the presence of an Association representative.

1 However, the administrator need not unreasonable delay or postpone the interview to
2 accommodate the representative’s schedule.

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

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Oxnard Support Services Association (OSSA)
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

*Masters must be in Nursing, Public Health, or Education.

<i>Coordinator - Reading First</i>	<i>180 Days</i>
<i>Coordinator - Title VII Prof. Develop.</i>	<i>180 Days</i>
<i>Coordinator - Prof. Develop.</i>	<i>225 Days</i>
<i>Coordinator - Educational Media Tech</i>	<i>225 Days</i>
<i>Senior Psychologist</i>	<i>225 Days</i>
<i>Senior Speech Therapist</i>	<i>225 Days</i>

Board Approved May 17, 2023

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% 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)
2023-24 Salary Schedule

Nurse	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 486.21	\$ 88,977	\$ 2,102	
Step 2	\$ 510.06	\$ 93,341		
Step 3	\$ 535.27	\$ 97,955		
Step 4	\$ 561.90	\$ 102,828		
Step 5	\$ 590.05	\$ 107,979		

Nurse w/Masters*	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 547.38	\$ 100,170	\$ 2,354	
Step 2	\$ 574.70	\$ 105,171		
Step 3	\$ 603.56	\$ 110,451		
Step 4	\$ 634.16	\$ 116,052		
Step 5	\$ 674.65	\$ 123,461		

School Counselor	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 520.27	\$ 95,209	\$ 2,242	
Step 2	\$ 561.78	\$ 102,805		
Step 3	\$ 603.29	\$ 110,402		
Step 4	\$ 644.80	\$ 117,998		
Step 5	\$ 686.30	\$ 125,593		

Coordinator (Nurse)	Days			210
	Daily Rate	Column	Anniversary	
Step 1	\$ 585.10	\$ 122,871	\$ 2,865	
Step 2	\$ 610.69	\$ 128,244		
Step 3	\$ 637.50	\$ 133,876		
Step 4	\$ 666.76	\$ 140,019		
Step 5	\$ 697.24	\$ 146,420		

Speech Therapist	Days			183
	Daily Rate	Column	Anniversary	
Step 1	\$ 547.38	\$ 100,170	\$ 2,354	
Step 2	\$ 574.70	\$ 105,171		
Step 3	\$ 603.56	\$ 110,451		
Step 4	\$ 634.16	\$ 116,052		
Step 5	\$ 674.65	\$ 123,461		

Psychologist	Days			195
	Daily Rate	Column	Anniversary	
Step 1	\$ 591.50	\$ 115,342	\$ 2,695	
Step 2	\$ 618.12	\$ 120,534		
Step 3	\$ 646.10	\$ 125,990		
Step 4	\$ 675.45	\$ 131,713		
Step 5	\$ 706.28	\$ 137,725		

Coordinator	Days			180
	Daily Rate	Column	Anniversary	
Step 1	\$ 585.10	\$ 105,318	\$ 2,470	
Step 2	\$ 610.69	\$ 109,924		
Step 3	\$ 637.51	\$ 114,751		
Step 4	\$ 666.76	\$ 120,017		
Step 5	\$ 697.23	\$ 125,502		

Coordinator	Days			205
	Daily Rate	Column	Anniversary	
Step 1	\$ 585.10	\$ 119,945	\$ 2,799	
Step 2	\$ 610.69	\$ 125,191		
Step 3	\$ 637.51	\$ 130,689		
Step 4	\$ 666.76	\$ 136,685		
Step 5	\$ 697.23	\$ 142,933		

Coordinator	Days			190
	Daily Rate	Column	Anniversary	
Step 1	\$ 585.10	\$ 111,168	\$ 2,601	
Step 2	\$ 610.69	\$ 116,031		
Step 3	\$ 637.51	\$ 121,127		
Step 4	\$ 666.76	\$ 126,684		
Step 5	\$ 697.23	\$ 132,474		

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

*Masters must be in Nursing, Public Health or Education.

Bilingual Stipend:
Unit employees who are assigned by management to use their bilingual skills within their job duties and can demonstrate bilingual proficiency by passing CSET subtests III, Praxis or other District recognized assessment or possession of either a credential or certificate of competence or university degree (bachelors or higher) in said language, shall receive an annual stipend of \$1,000.

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

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.

Salary increase is for 3% on schedule, plus 3% off schedule retro to 7/1/2023

Board approved 06.26.2024



Oxnard School District
CERTIFICATED

2024-25

DISTRICT WORK CALENDAR

FINAL July 12, 2024

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
183	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
186	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
190	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
195	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
205	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
216a	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
216b	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
215	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
222	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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183	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
186	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
190	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
195	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
205	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
216a	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
216b	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
215	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
222	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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183	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
186	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
190	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
195	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
205	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
216a	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
216b	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
215	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
222	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE PROGRAM SPECIALIST

Employee's Name: _____ Evaluator: _____ Assignment Location: _____

School Year: _____ Check one: Probationary Year 1 Probationary Year 2 Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
1 - Attendance	Program Specialist misses more than 15% of each work month which results in missing timelines and noncompliance. Also limits communication with necessary staff for collaboration, IEPs and other supports.	Program Specialist misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs and other supports.	Program Specialist misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	Program Specialist misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
2 - Work relationships	Program Specialist's interactions with students, staff, parents, and community are negative or inappropriate. Program Specialist violates confidentiality. Program Specialist fails to communicate, or communicates in an insensitive manner, with families and staff.	Program Specialist's interactions with students, staff, parents, and community are sometimes negative or inappropriate. Program Specialist's communication with families and staff is partially successful; there are occasional gaps in cultural competence.	Program Specialist's interactions with students, staff, parents, and community are consistently positive and respectful. Program Specialist displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. Program Specialist communicates with families and staff, securing necessary consent for records and evaluations, and does so through a lens of cultural competence.	Students, staff, parents, and/or community seek out the Program Specialist, reflecting a high degree of comfort and trust in the relationship. Program Specialist consistently holds the highest standards of honesty, integrity, and confidentiality. Program Specialist communicates with families securing necessary consent for records and evaluations, and does so through a lens of cultural competence. Program Specialist reaches out to families and staff to enhance trust.		
3 - Interpretation of Assessment	Program Specialist demonstrates little or no knowledge and skill in selecting and using appropriate assessment tools to guide the evaluation students.	Program Specialist uses limited knowledge and skill in selecting and using appropriate assessments to guide the evaluation process for students.	Program Specialist uses and recommends appropriate assessment tools based on the referral question(s) and student record review to support the analysis of the academic	Program Specialist uses a wide range of assessments that are appropriate for, and based on, the referral question(s) and student record review to evaluate level of student		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
		i. e. uses the same assessments regardless of individual needs.	assessments to side in appropriate recommendations for identified strengths and challenges.	functioning, disability and to help determine eligibility decisions. Program Specialist demonstrates comprehensive use of the District academic assessment template and procedures.		
4 - Supports timelines and federal and state regulations	Program Specialist demonstrates little or no knowledge of governmental regulations and resources for students available through the school and district. Does not maintain timelines or document all communication for compliance purposes.	Program Specialist displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources in the community. Inconsistently maintains timelines and inconsistently documents all communication for compliance purposes.	Program Specialist demonstrates knowledge of governmental regulations and resources for students available through the school, district, and community. Maintains timelines and documents all communication for compliance purposes.	Program Specialist's knowledge of governmental regulations and resources for students is extensive and is willing to work with families to find alternative resources and/or supports as needed. Program Specialist follows all established safeguards, maintains timelines, and documents all communication for compliance purposes; and works with assessment team to do so as well.		
5 - Record Keeping	Program Specialist's records are in disarray. When requested Program Specialist is not able to provide the requested documents.	Program Specialist's records are not accurate and not stored in a secure location. When requested Program Specialist is not able to provide the requested documents in completion.	Program Specialist's records are accurate, well organized, and comprehensive. When requested Program Specialist is able to provide the requested documents in completion.	Program Specialist's records are accurate, well organized, and comprehensive. They are written to be understandable to another qualified professional. When requested Program Specialist is able to provide the requested documents in completion.		
6 - Initiative / Dependability	Program Specialist resists engaging in professional development and following through on administrative directives.	Program Specialist participates in some professional development when asked. Program Specialist follows through with some administrative directives and duties as assigned.	Program Specialist willingly participates and seeks out professional development opportunities. Program Specialist follows through with all administrative directives and duties as assigned.	Program Specialist willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. Program Specialist follows through with		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
				all administrative directives and duties as assigned.		
7 - Professional Collaboration	Program Specialist fails to consult with colleagues or to tailor supports for identified student and staff needs.	Program Specialist consults on a limited basis with colleagues. Inconsistent attempts to tailor supports for identified student and staff needs.	Program Specialist consistently consults with colleagues; tailoring supports for identified student and staff needs.	Program Specialist consults frequently with colleagues, contributing specific insights and tailoring supports for identified student and staff needs.		
8 - Community Engagement	In support of teachers and other special education staff Program Specialist declines to maintain contact with community agencies in support of staff and student needs.	In support of teachers and other special education staff Program Specialist maintains occasional contact with community agencies in support of staff and student needs.	In support of teachers and other special education staff Program Specialist maintains ongoing contact with community agencies in support of staff and student needs. Provides supports in alignment with an understanding of the student's strengths and challenges.	In support of teachers and other special education staff Program Specialist maintains ongoing contact with community agencies in support of staff and student needs. Provides supports in alignment with an understanding of the student's strengths and challenges. Program Specialist initiates contact and seeks supports or training through community engagement when needed.		
9 - Participates in department and/or staff meetings	Program Specialist does not attend or become involved in school and district events and department/staff meetings.	Program Specialist infrequently attends or becomes involved in school and district events and department/staff meetings when requested.	Program Specialist participates actively in school and district events and department/staff meetings as demonstrated by verbal and/or written participation and/or involvement.	Program Specialist makes a substantial contribution to school and district events and department/staff meetings as demonstrated by verbal and/or written participation and/or involvement. Program Specialist seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Dec 2023 DJ

Any combination of the following performance measures may be used:

- Observation(s)

- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

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

Evaluator's Signature _____ Date _____

Evaluator's Printed Name _____ Evaluator's Title _____

OSSA Member Employee's Signature _____ **Date** _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE SCHOOL COUNSELOR

Employee's Name: _____ Evaluator: _____ Assignment Location: _____

School Year: _____ Check one: Probationary Year 1 Probationary Year 2 Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st rating	Final rating
1 - Attendance	Counselor misses more than 15% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other supports.	Counselor misses more than 10% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other supports.	Counselor misses less than 10% of each work month. Timelines are met. Counselor attendance supports frequent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.	Counselor misses no more than 5% of each work month. Timelines are met. Counselor attendance supports consistent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.		
2- Work relationships	Counselor's interactions with students, staff, parents, and community are negative or inappropriate. Counselor violates confidentiality. Counselor fails to communicate, or communicates in an insensitive manner, with families and staff.	Counselor's interactions with students, staff, parents, and community are sometimes negative or inappropriate. Counselor's communication with families and staff is partially successful: there are occasional gaps in cultural competence.	Counselor's interactions with students, staff, parents, and community are consistently positive and respectful. Counselor displays high standards of integrity and confidentiality in interactions with colleagues, students, and the public. Counselor communicates with families and staff securing necessary consent for evaluations, and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the Counselor, reflecting a high degree of comfort and trust in the relationship. Counselor consistently holds the highest standards of honesty, integrity, and confidentiality. Counselor communicates with families and families securing necessary consent for records to support interventions. Counselor reaches out to families and staff to enhance trust.		
3 - Supports and services	Counselor demonstrates little or no knowledge and/or skills in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be	Counselor uses limited knowledge and skill in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be	Counselor uses a breadth of knowledge and skill in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be addressed through instruction. Counselor	Counselor uses a breadth of knowledge and skill in selecting and using appropriate student, school and district data to identify achievement, attendance and discipline issues to be addressed through instruction. Counselor		

	addressed through instruction.	addressed through instruction. Counselor demonstrates limited pedagogical skills, including culturally responsive classroom management strategies, lesson planning and personalized instruction.	demonstrates numerous pedagogical skills, including culturally responsive classroom management strategies, lesson planning and personalized instruction. Counselor implements social emotional and behavioral supports across the school community.	demonstrates numerous pedagogical skills, including culturally responsive classroom management strategies, lesson planning and personalized instruction. Counselor engages with school administrators, teachers and other staff to ensure the effective implementation of instruction. Counselor consistently implements social emotional and behavioral supports across the school community.		
4 - Monitors and maintains timelines	Counselor does not maintain timelines or documentation of communication for compliance purposes.	Counselor inconsistently maintains timelines or documentation of all communication for compliance purposes.	Counselor consistently maintains timelines or documentation of all communication for compliance purposes. Counselor maintains adequate documentation in the student information system in order to support tiered interventions.	Counselor consistently maintains timelines or documentation of all communication for compliance purposes. Counselor maintains adequate documentation in the student information system in order to support tiered interventions. Counselor follows all established safeguards, maintains timelines and documents all communication for compliance purposes. Counselor practices in accordance with the ASCA Ethical Standards for School Counselors.		
5 - Record Keeping	Counselor's records are in disarray; they are missing, incomplete and insecure.	Counselor's records are inconsistent and not stored in a secure location.	Counselor's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	Counselor's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in compliance with ASCA guidelines to be understandable to another qualified professional.		
6 - Initiative/Dependability	Counselor resists engaging in professional development and following through on administrative directives.	Counselor participates in some professional development when asked. Counselor follows through with some administrative directives as related to the role of the school Counselor.	Counselor willingly participates and seeks out professional development opportunities. Counselor follows through with all most administrative directives as related to the role of the school Counselor.	Counselor willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. Counselor follows through with all administrative directives as		

				related to the role of the school Counselor.		
7 - Professional Collaboration	Counselor fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Counselor consults on a limited basis with colleagues, making partially successful attempts to tailor supports and services to the questions raised in the referral.	Counselor consults consistently with colleagues; tailoring supports and services to the questions raised in the referral.	Counselor consults frequently with colleagues, contributing specific insights and tailoring supports and services to the questions raised in the referral.		
8 - Community Engagement	Counselor declines to maintain contact with mental health service providers.	Counselor maintains inconsistent and only occasional contact with mental health service providers.	Counselor maintains ongoing contact with mental health and other community service providers that support an awareness and understanding of the student's strengths and challenges.	Counselor maintains ongoing contact with mental health and other community agencies that support an awareness and understanding of the student's strengths and challenges. School Counselor initiates contact and seeks supports or training when needed for the school community.		
9 - Participates in department/staff meetings	Counselor avoids being involved in department/school staff meetings.	Counselor is sometimes involved in department/school staff meetings.	Counselor actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement.	Counselor actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement. School Counselor seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Dec 2023 DJ

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

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

Evaluator's Signature _____ Date _____

Evaluator's Printed Name _____ Evaluator's Title _____

OSSEA Member Employee's Signature _____ Date _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION SUMMATIVE REPORT FOR THE SCHOOL NURSE

Employee's Name: _____ Evaluator: _____ Assignment Location: _____

School Year: _____ Check one: Probationary Year 1 Probationary Year 2 Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
1 - Attendance	School Nurse misses more than 15% of each work month which results in missing timelines and noncompliance. Also limits communication with necessary staff for collaboration, IEPs, and other supports.	School Nurse misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs, and other supports.	School Nurse misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	School Nurse misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
2- Work relationships	School Nurse's interactions with students, staff, parents, and community are negative or inappropriate. School Nurses violates confidentiality. School Nurse fails to communicate, or communicates in an insensitive manner, with families and staff.	School Nurse's interactions with students, staff, parents, and community are sometimes negative or inappropriate. School Nurse's communication with families and staff is partially successful; there are occasional gaps in cultural competence.	School Nurse's interactions with students, staff, parents, and community are consistently positive and respectful. School Nurse displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. School Nurse communicates with families and staff securing necessary consent for evaluations and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the School Nurse, reflecting a high degree of comfort and trust in the relationship. School Nurse consistently holds the highest standards of honesty, integrity, and confidentiality. School Nurse communicates with families and families securing necessary consent for evaluations and does so through a lens of cultural competence. School Nurse reaches out to families and staff to enhance trust.		
3 - Evaluation/Assessment /Services	School Nurse does not demonstrate knowledge and skill in selecting and using appropriate assessments to evaluate students.	School Nurse inconsistently integrates evidence-based practices and research findings into their services and assessments.	School Nurse uses appropriate assessments, integrates evidence-based practices and research findings based on the referral question(s) and student record review to evaluate level of student functioning and disability and	School Nurse uses appropriate assessments, integrates evidence-based practices and research findings based on the referral question(s) and student record review to evaluate level of student functioning and disability and to help determine appropriate		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
			to help determine appropriate recommendations.	recommendations. School nurse maintains contact with student and support staff in order to continuously meet student and staff needs.		
4 - Monitors Compliance (e.g., timelines and federal and state regulations)	School Nurse does not demonstrate knowledge of governmental regulations and resources for students available through the school and district. Does not maintain timelines or document all communication for compliance purposes.	School Nurse inconsistently displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources in the community. Inconsistently maintains timelines and documentation of all communication for compliance purposes.	School Nurse demonstrates knowledge of governmental regulations and resources for students available through the school, district, and community. Maintains timelines and documentation of all communication for compliance purposes.	School Nurse's knowledge of governmental regulations and resources for students is extensive and is willing to work with families to find alternative resources and/or supports as needed. School Nurse follows all established safeguards, maintains timelines and documentation of all communication for compliance purposes. Works with assessment team to do so as well.		
5 - Record Keeping	School Nurse's records are in disarray; they are missing, incomplete and insecure.	School Nurse's records are inconsistent and/or not stored in a secure location.	School Nurse's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	School Nurse's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in compliance with FERPA guidelines to be understandable to another qualified professional.		
6 - Initiative/Dependability	School Nurse resists engaging in professional development and following through on administrative directives.	School Nurse participates in some professional development when asked. School Nurse follows through with some administrative directives.	School Nurse willingly participates and seeks out professional development opportunities. School Nurse follows through with all administrative directives. Follows through on directives associated with school resources to perform health and safety related duties at the site and student level.	School Nurse willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. School Nurse follows through with all administrative directives. Independently facilitates coordination of school resources to perform health		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
				and safety related duties at the site and student level.		
7 - Professional Collaboration	School Nurse fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	School Nurse consults on a limited basis with colleagues. Inconsistent attempts to tailor evaluations to the questions raised in the referral.	School Nurse consistently consults with colleagues and seeks professional learning in order to tailor evaluations to the questions raised in the referral.	School Nurse consults frequently with colleagues, contributing specific insights and tailoring evaluations to the questions raised in the referral.		
8 - Community Engagement	School Nurse declines to maintain contact with service providers.	School Nurse demonstrates limited knowledge of the interconnectedness of home, school, and community influences on student achievement.	School Nurse maintains ongoing contact with community service providers that support an awareness and understanding of the student's strengths and challenges in support of student achievement.	School Nurse maintains ongoing contact with community service providers that support an awareness and understanding of the student's strengths and challenges in support of student achievement. School Nurse builds relationships with families/school community members utilizing nurse expertise for health-related information both at school population level and individual student level.		
9 - Participates in department/staff meetings	School Nurse avoids being involved in department meetings.	School Nurse is seldomly involved in department meetings.	School Nurse actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement.	School Nurse actively participates and engages in department/school staff meetings as demonstrated by verbal and or written involvement. School Nurse seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Apr 2024 DJ

Any combination of the following performance measures may be used:

- Observation(s)

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

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

Evaluator's Signature _____ Date _____

Evaluator's Printed Name _____ Evaluator's Title _____

GSSA Member Employee's Signature _____ Date _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE SCHOOL PSYCHOLOGIST

Employee's Name: _____ Evaluator: _____ Assignment Location: _____

School Year: _____ Check one: Probationary Year 1 Probationary Year 2 Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
1- Attendance	Psychologist misses more than 15% of each work month which results in missing timelines and noncompliance. Also limits communication with necessary staff for collaboration, IEPs and other supports.	Psychologist misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs and other supports.	Psychologist misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	Psychologist misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
2- Work relationships	Psychologist's interactions with students, staff, parents, and community are negative or inappropriate. Psychologist violates confidentiality. Psychologist fails to communicate, or communicates in an insensitive manner, with families and staff.	Psychologist's interactions with students, staff, parents, and community are sometimes negative or inappropriate. Psychologist's communication with families and staff is partially successful; there are occasional gaps in cultural competence.	Psychologist's interactions with students, staff, parents, and community are consistently positive and respectful. Psychologist displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. Psychologist communicates with families and staff securing necessary permission for evaluations and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the psychologist, reflecting a high degree of comfort and trust in the relationship. Psychologist consistently holds the highest standards of honesty, integrity, and confidentiality. Psychologist communicates with families and families securing necessary permission for evaluations and does so through a lens of cultural competence. Psychologist reaches out to families and staff to enhance trust.		
3- Interpretation of Assessment and/or Implementation of Services	Assessment: Psychologist demonstrates little or no knowledge and skill in selecting and using appropriate assessments to evaluate students. Services: Psychologist lacks knowledge and skill in selecting and using therapeutic	Assessment: Psychologist uses limited knowledge and skill in selecting and using appropriate assessments to evaluate students, i.e. uses the same assessments regardless of individual needs. Services: Psychologist uses limited knowledge and skill in	Assessment: Psychologist uses appropriate assessments based on the referral question(s) and student record review (taking into consideration cultural and language background) to evaluate level of student functioning, disability and to help determine eligibility	Assessment: Psychologist uses a wide range of assessments that are appropriate for, and based on, the referral question(s) and student record review (taking into consideration cultural and language background) to evaluate level of student		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
	techniques to meet the individual needs of each student.	selecting and using therapeutic techniques to meet the individual needs of each student.	decisions using an appropriate assessment battery. Psychologist demonstrates comprehensive use of the District psychoeducational evaluation template for all areas of assessment. Services: Psychologist uses a breadth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.	functioning, disability and to help determine eligibility decisions using an appropriate assessment battery. Psychologist demonstrates comprehensive use of the District psychoeducational evaluation template for all areas of assessment. Services: Psychologist uses a breadth and depth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.		
4- Monitors Compliance for Special Education (e.g. timelines and federal and state regulations)	Psychologist demonstrates little or no knowledge of governmental regulations and resources for students available through the school and district. Does not maintain timelines and/or document all communication for compliance purposes.	Psychologist displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources in the community. Psychologist does not consistently maintain timelines or document all communication for compliance purposes.	Psychologist demonstrates knowledge of governmental regulations and resources for students available through the school, district, and community. Maintains timelines and documents all communication for compliance purposes.	Psychologist's knowledge of governmental regulations and resources for students is extensive and is willing to work with families to find alternative resources and/or supports as needed. Psychologist follows all established safeguards, maintains timelines and documents all communication for compliance purposes; and works with assessment team to do so as well.		
5- Record Keeping	Psychologist's records are in disarray; they are missing, incomplete and unsecure.	Psychologist's records are inconsistent and/or not stored in a secure location.	Psychologist's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	Psychologist's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in complaint with FERPA and NASP guidelines to be understandable to another qualified professional.		
6- Initiative/Dependability	Psychologist resists engaging in professional development and	Psychologist participates in some professional	Psychologist willingly participates and seeks out	Psychologist willingly participates and seeks out		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
	following through on administrative directives as associated with the role of School Psychologist.	development when asked. Psychologist follows through with most administrative directives as associated with the role of School Psychologist.	professional development opportunities. Psychologist follows through with all administrative directives as associated with the role of School Psychologist.	professional development opportunities; bringing back information to teach others at site or District level. Psychologist follows through with all administrative directives as associated with the role of School Psychologist.		
7 - Professional Collaboration	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Psychologist consults on a limited basis with colleagues, making minimal attempts to tailor evaluations to the questions raised in the referral.	Psychologist consistently consults with colleagues, tailoring evaluations to the questions raised in the referral.	Psychologist frequently consults with colleagues, contributing specific insights and tailoring evaluations to the questions raised in the referral.		
8 - Community Engagement	Psychologist declines to maintain contact with mental health service providers.	Psychologist maintains occasional contact with mental health service providers.	Psychologist maintains ongoing contact with mental health and other community service providers that support an awareness and understanding of the student's strengths and challenges.	Psychologist maintains ongoing contact with mental health and other community agencies that support an awareness and understanding of the student's strengths and challenges. Psychologist initiates contact and seeks supports or training when needed for the school community.		
9 - Participates in department and/or staff meetings	Psychologist avoids being involved in department and/or staff meetings.	Psychologist sometimes participates in in department and/or staff meetings when requested.	Psychologist actively participates in in department and/or staff meetings as demonstrated by verbal and/or written participation and /or involvement.	Psychologist makes a substantial contribution to in department and/or staff meetings as demonstrated by verbal and or written participation and /or involvement. Psychologist seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Apr 2024 DJ

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:Comments:Final Meeting Date:Comments:

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

Evaluator's Signature _____ Date _____

Evaluator's Printed Name _____ Evaluator's Title _____

GSSA Member Employee's Signature _____ **Date** _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE MENTAL HEALTH COORDINATOR

Employee's Name: _____ Evaluator: _____ Assignment Location: _____

School Year: _____ Check one: Probationary Year 1 Probationary Year 2 Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
1 - Attendance	Coordinator misses more than 13% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other support.	Coordinator misses more than 10% of each work month which results in missing timelines and noncompliance. Limits contact with students. Limits communication with staff for collaboration and other support.	Coordinator misses less than 10% of each work month. Timelines are met. Coordinator attendance supports frequent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.	Coordinator misses no more than 5% of each work month. Timelines are met. Coordinator attendance supports consistent contact with students and communication with staff for collaboration. Supports implementation of tiered interventions across the school site.		
2 - Work relationships	Coordinator's interactions with students, staff, parents, and community are negative or inappropriate. Coordinator violates confidentiality. Coordinator fails to communicate, or communicates in an insensitive manner, with families and staff. Coordinator's interactions with students, parents, school personnel and community agencies demonstrate a lack of respect for the cultural and developmental differences among individuals and groups of stakeholders.	Coordinator's interactions with students, staff, parents, and community are sometimes negative or inappropriate. Coordinator's communication with families and staff is partially successful; there are occasional gaps in cultural competence. Coordinator's interactions with students, parents, school personnel and community agencies demonstrate limited respect for the cultural and developmental differences among individuals and groups of stakeholders.	Coordinator's interactions with students, staff, parents, and community are consistently positive and respectful. Coordinator displays high standards of integrity and confidentiality in interactions with colleagues, students, and the public. Coordinator communicates with families and staff securing necessary consent for evaluations and does so through a lens of cultural competence. Coordinator's interactions with students, parents, school personnel and community agencies are respectful of the cultural and developmental differences among individuals and groups of stakeholders.	Students, staff, parents, and community seek out the Coordinator, reflecting a high degree of comfort and trust in the relationship. Coordinator consistently holds the highest standards of honesty, integrity, and confidentiality. Coordinator communicates with families and families securing necessary consent for records to support interventions. Coordinator reaches out to families and staff to enhance trust and empowers and supports families to function as advocates for themselves and their children. Coordinator's interactions with students, parents, school personnel and community agencies are respectful of the cultural and developmental		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
				differences among individuals and groups of stakeholders.		
3 - Supports and services	Coordinator lacks knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling. Coordinator fails to demonstrate the ability to plan, implement, and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance. Coordinator fails to seek out appropriate resources to meet the needs of students and families and does not follow up to ensure successful connections have occurred. Coordinator fails to share knowledge of resources with staff and families. Coordinator fails to inform stakeholders of the referral procedures for meetings and consultations with community and district partners. Coordinator lacks knowledge of laws and regulations that guide clinical procedures.	Coordinator uses limited knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling. Coordinator inconsistently demonstrates the ability to plan, implement, and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance. Coordinator inconsistently seeks out appropriate resources to meet the needs of students and families and inconsistently follows up to ensure successful connections have occurred. Coordinator requires prompting to share knowledge of resources with staff and families. Coordinator inconsistently informs all stakeholders of the referral procedures for meetings and consultations with community and district partners. Coordinator demonstrates limited knowledge of laws and regulations that guide clinical procedures.	Coordinator uses a breadth of knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling and does so through a lens of cultural competence. Coordinator consistently demonstrates the ability to plan, implement and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance. Coordinator seeks out appropriate resources to meet the needs of students and families and follows up to ensure successful connections have occurred. Coordinator proactively shares knowledge of resources with staff and families. Coordinator consistently informs all stakeholders of the referral procedures for meetings and consultations with community and district partners. Coordinator demonstrates knowledge of laws and regulations that guide clinical procedures.	Coordinator uses a breadth and depth of knowledge and skill in selecting and using appropriate therapeutic techniques to meet the individual needs of each student through short-term individual and/or group counseling and does so through a lens of cultural competence. Coordinator consistently demonstrates the ability to plan, implement and monitor multi-tiered, evidence-based interventions that are designed to improve academic and behavioral performance. Coordinator independently seeks out a variety of appropriate resources to meet the needs of students and families and follows up to ensure successful connections have occurred. Coordinator's knowledge of resources for students is extensive, and they proactively share knowledge of resources with staff and families. Coordinator consistently informs all stakeholders of the referral procedures for meetings and consultations with community and district partners and ensures appropriate follow through at the site level. Coordinator demonstrates extensive knowledge of laws and regulations that guide clinical procedures.		
4 - Monitors and maintains timelines	Coordinator fails to maintain timelines and documentation of	Coordinator inconsistently maintains timelines and documentation of all	Coordinator consistently maintains timelines and documentation of all	Coordinator consistently maintains timelines and documentation of all		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
	all communication for compliance purposes. Coordinator fails to maintain adequate and accurate documentation in the student information system in order to support tiered interventions. Coordinator fails to respond to referrals, consult with staff, and collect necessary documentation. Coordinator fails to demonstrate adequate time management skills and does not accomplish all tasks associated with the role.	communication for compliance purposes. Coordinator inconsistently maintains adequate and accurate documentation in the student information system in order to support tiered interventions. Coordinator infrequently responds to referrals, consults with staff, and collects necessary documentation in a timely manner. Coordinator inconsistently demonstrates adequate time management skills, accomplishing all tasks in a seamless, integrated manner between different stakeholders that includes students, parents, school personnel and community agencies.	communication for compliance purposes. Coordinator maintains adequate and accurate documentation in the student information system in order to support tiered interventions. Coordinator responds to referrals, consults with staff, and collects necessary documentation in a timely manner. Coordinator demonstrates adequate time management skills, accomplishing all tasks in a seamless, integrated manner between different stakeholders that includes students, parents, school personnel and community agencies.	communication for compliance purposes with fidelity. Coordinator maintains extensive and accurate documentation in the student information system in order to support tiered interventions. Coordinator proactively responds to referrals, consults with staff, and collects necessary documentation in a timely manner. Coordinator demonstrates excellent time management skills, accomplishing all tasks associated with the role, integrated in a timely manner.		
5 - Record Keeping	Coordinator's records are in disarray; they are missing, incomplete and insecure. Coordinator's records and documentation are missing, late or inaccurate; documentation cannot be used to monitor student progress or to adjust intervention as needed.	Coordinator's records are inconsistent and not stored in a secure location. Coordinator inconsistently collects and/or inconsistently maintains documentation negatively impacting the ability to monitor student progress or to adjust intervention as needed.	Coordinator's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. Coordinator collects and maintains relevant documentation to support follow through on student interventions.	Coordinator's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner to be understandable to another qualified professional. Coordinator collects and maintains relevant data to support follow through on student interventions.		
6 - Initiative/ Dependability	Coordinator resists engaging in professional development and following through on supervisor's directives.	Coordinator participates in some professional development when asked. Coordinator follows through with some supervisor's directives as related to the role of the coordinator.	Coordinator willingly participates and seeks out professional development opportunities. Coordinator follows through with supervisor's directives as related to the role of the coordinator.	Coordinator willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District level. Coordinator follows through with all supervisor's		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1st Rating	Final Rating
				directives as related to the role of the coordinator.		
7 - Professional Collaboration	Coordinator fails to collaborate with staff regarding the supports and services for our students. Fails to collaborate with colleagues to contribute insights and seek feedback. Coordinator fails to initiate and maintain collaboration with staff and community agencies to communicate and support the needs of children and families.	Coordinator collaborates inconsistently with staff regarding the supports and services for our students. Collaborates inconsistently with colleagues to contribute insights and seek feedback. Coordinator infrequently initiates and maintains collaboration with staff and community agencies to communicate and support the needs of children and families.	Coordinator collaborates frequently with staff regarding the supports and services for our students. Collaborates with colleagues to contribute insights and seeks feedback. Coordinator initiates and maintains collaboration with staff and community agencies to communicate and support the needs of children and families.	Coordinator collaborates consistently with staff regarding the supports and services for our students. Collaborates with colleagues to contribute specific, evidence-based insights and seeks feedback. Coordinator consistently initiates and maintains collaboration with staff and community agencies to communicate and support the needs of children and families.		
8 - Community Engagement	Coordinator declines to maintain contact with mental health service providers.	Coordinator maintains inconsistent and only occasional contact with mental health service providers.	Coordinator maintains ongoing contact with mental health and other community service providers that support an awareness and understanding of the student's strengths and challenges.	Coordinator maintains ongoing contact with mental health and other community agencies that support an awareness and understanding of the student's strengths and challenges. Coordinator initiates contact and seeks supports or training when needed for the school community.		
9 - Participates in department/staff meetings	Coordinator avoids being involved in department/school staff meetings.	Coordinator is sometimes involved in department/ school staff meetings.	Coordinator actively participates and engages in department/school staff meetings.	Coordinator actively participates and engages in department/ school staff meetings. Coordinator seeks opportunities to educate staff/peers at department/school staff meetings.		

- Site administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

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

Evaluator's Signature _____ Date _____

Evaluator's Printed Name _____ Evaluator's Title _____

~~QSSA Member~~ Employee's Signature _____ Date _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE SPEECH LANGUAGE PATHOLOGIST

Employee's Name: _____ Evaluator: _____ Assignment Location: _____

School Year: _____ Check one: Probationary Year 1 Probationary Year 2 Permanent

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
1 - Attendance	Speech Language Pathologist (SLP) misses more than 15% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs, and other supports.	Speech Language Pathologist (SLP) misses more than 10% of each work month which results in missing timelines and noncompliance. Limits communication with necessary staff for collaboration, IEPs, and other supports.	Speech Language Pathologist (SLP) misses less than 10% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.	Speech Language Pathologist (SLP) misses no more than 5% of each work month. Timelines are met. Communication with staff supports completion of IEPs and other supportive actions for the school community.		
2 - Work relationships	SLP's interactions with students, staff, parents, and community are negative or inappropriate. SLP violates confidentiality. SLP fails to communicate or communicates in an insensitive manner with families and staff.	SLP's interactions with students, staff, parents, and community are sometimes negative or inappropriate. SLP's communication with families and staff is partially successful; there are occasional gaps in cultural competence.	SLP's interactions with students, staff, parents, and community are consistently positive and respectful. SLP displays high standards of integrity, and confidentiality in interactions with colleagues, students, and the public. SLP communicates with families and staff securing necessary permission for evaluations and does so through a lens of cultural competence.	Students, staff, parents, and community seek out the SLP, reflecting a high degree of comfort and trust in the relationship. SLP consistently holds the highest standards of honesty, integrity, and confidentiality. SLP communicates with families and families securing necessary permission for evaluations and does so through a lens of cultural competence. SLP reaches out to families and staff to enhance trust.		
3 - Interpretation of Assessment and/or Implementation of Services	Assessment: SLP demonstrates little or no knowledge and skill in selecting and using appropriate assessments to evaluate students. Services: SLP lacks knowledge and skill in selecting and using	Assessment: SLP demonstrates limited knowledge and skill in selecting and using appropriate assessments to evaluate students. i.e., uses the same assessments regardless of individual needs.	Assessment: SLP uses appropriate assessments based on the referral question(s) and student record review (taking into consideration cultural and language background) to evaluate level of student	Assessment: SLP uses a wide range of assessments that are appropriate for, and based on, the referral question(s) and student record review (taking into consideration cultural and language background) to		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
	therapeutic techniques to meet the individual needs of each student.	Services: SLP uses limited knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student.	functioning, disability and to help determine eligibility decisions. Services: SLP uses a breadth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.	evaluate level of student functioning, disability and to help determine eligibility decisions. SLP demonstrates comprehensive use of selected assessment battery to evaluate all areas of suspected disability. Services: SLP uses a breadth and depth of knowledge and skill in selecting and using therapeutic techniques to meet the individual needs of each student and does so through a lens of cultural competence.		
4 - Monitors Compliance for Special Education (e.g., timelines and federal and state regulations)	SLP demonstrates little or no knowledge of governmental regulations. Does not maintain timelines or document all communication for compliance purposes.	SLP displays awareness of governmental regulations. Does not consistently maintain timelines or document all communication for compliance purposes.	SLP demonstrates knowledge of governmental regulations. Maintains timelines and documents all communication for compliance purposes.	SLP's knowledge of governmental regulations for students is extensive and works with families' needs in order to meet compliance. SLP follows all established safeguards, maintains timelines, and documents all communication for compliance purposes; and collaborates with assessment team members to do so as well.		
5 - Record Keeping (protocols and cases)	SLP's records are in disarray; they are missing, incomplete and insecure.	SLP's records are inconsistent and not stored in a secure location.	SLP's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request.	SLP's records are accurate, organized, and stored in a secure location. Records are provided in a timely manner upon request. They are written in a detailed manner in compliance with FERPA and ASHA guidelines to be understandable to another qualified professional.		
6 - Initiative/Dependability	SLP resists engaging in professional development and following through on administrative directives	SLP inconsistently participates in professional development when asked. SLP follows through with some administrative directives	SLP willingly participates and seeks out professional development opportunities. SLP follows through with all administrative directives	SLP willingly participates and seeks out professional development opportunities; bringing back information to teach others at site or District		

PERFORMANCE AREA	[U] Unsatisfactory	[N] Needs improvement	[M] Meets Expectations	[E] Exceeds Expectations	1 st Rating	Final Rating
	associated with the role of the SLP.	associated with the role of the SLP.	associated with the role of the SLP.	level. SLP follows through with all administrative directives associated with the role of the SLP.		
7 - Professional Collaboration	SLP fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	SLP consults on a limited basis with colleagues, making minimal attempts to tailor evaluations to the questions raised in the referral.	SLP consults consistently with colleagues, tailoring evaluations to the questions raised in the referral, and seeks feedback that supports therapeutic services and tiered interventions of support.	SLP consults frequently with colleagues, contributing specific insights and tailoring evaluations to the questions raised in the referral seeks ongoing feedback that supports therapeutic services and tiered interventions of support.		
8 - Community Engagement	SLP declines to maintain contact with community agencies that support an awareness and understanding of the student's strengths and challenges.	SLP is not familiar with community agencies that support an awareness and understanding of the student's strengths and challenges and how to connect with these agencies within governmental guidelines as applicable.	SLP is familiar with community agencies that support an awareness and understanding of the student's strengths and challenges and how to connect with these agencies within governmental guidelines as applicable.	SLP is familiar with community agencies that support an awareness and understanding of the student's strengths and challenges and how to connect with these agencies within governmental guidelines as applicable. SLP initiates contact and seeks supports or training when needed for the school community.		
9 - Participates in department/staff meetings	SLP avoids being involved in school and department and staff meetings.	SLP sometimes participates in school and district events and staff meetings when requested.	SLP participates actively in school and district events and staff meetings as demonstrated by verbal and or written participation and /or involvement.	SLP makes a substantial contribution to school and district events as demonstrated by verbal and or written participation and /or involvement. SLP seeks opportunities to educate staff/peers at department/school staff meetings.		

Rev. Dec 2023 DJ

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- Site administrator feedback
- Immediate supervising special education administrator feedback
- Student support documentation

First Meeting Date:

Comments:

Final Meeting Date:

Comments:

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

Evaluator's Signature _____

Date _____

Evaluator's Printed Name _____

Evaluator's Title _____

~~OSSA Member~~ Employee's Signature _____

Date _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

Improvement" or "Unsatisfactory." Employee must be re-evaluated within ~~60 work days for a probationary employee or~~
~~90 calendar days work days for a permanent employee.~~

Employee's Name _____ Position _____

Date of Observation or Data Review:

~~Site~~ Assignment Location:

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

Specific area(s) in need of improvement:

Improvement Plan with specific steps needed to improve:

Assistance available to support the employee:

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

Evaluator's Printed Name _____ Evaluator's Title _____

Evaluator's Signature _____ Date _____

~~OSSA Member Printed Name _____ OSSA Member~~

Employee's Signature _____ 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 June 05, 2024 extending until the conclusion of the 2024-2025 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 2024-2025 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 2024-2025

(Paragraph 6) At the conclusion of bargaining during the school year 2024-2025, 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, 2025.

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.



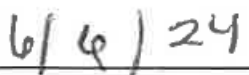
Shiri Hermesh
President, Oxnard Supportive Services Association



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