

CONTRACT

**BETWEEN
THE**



OXNARD SCHOOL DISTRICT

**AND
THE**



**OXNARD SUPPORTIVE SERVICES
ASSOCIATION**

2024-2025

Includes Board Approved revisions of May 7, 2025.

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Article 1. RECOGNITION

The District confirms its recognition of the Association per its Resolution dated May 12, 1976. The District recognizes the Association as the sole and exclusive bargaining representative for a collective bargaining unit of certificated non-teaching supportive staff employees consisting of, but not limited to:

- School Counselors
- Speech and Language Specialists
- School Psychologists
- School Nurses
- Program Specialists
- Program Coordinators

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

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Article 2. DISTRICT RIGHTS

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

the District retains the right to hire, classify, assign, evaluate, supervise, promote, terminate and discipline employees.

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

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

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Article 3. GRIEVANCE PROCEDURE

3.1 Definitions

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

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

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

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

3.2 General Principles

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

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

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

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

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

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

3.3 Association Representatives

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

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

3.4 Procedure

3.4.1 Level One - “District Administrator”

If the aggrieved person is not satisfied with the informal conference, the Employee Formal Grievance Form shall be made available to him/her. On this form the unit member shall provide a statement of his/her grievance. This statement shall be clear, concise, and include the circumstances involved, and the specific remedy sought and shall be delivered to the grievant’s immediate supervisor within ten (10) days of the informal conference. The “District Administrator” shall communicate a written decision to the employee within ten (10) days after receiving the grievance. If the “District Administrator” does not respond within the

1 above time limits, the grievant may automatically proceed to the next step. Within the above
2 time limits, either party may request a personal conference with the other party.

3 3.4.2 Level Two – Assistant Superintendent, Human Resources

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

12 3.4.3 Level 3 – Superintendent

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

21 3.4.4 Level 4 – Mediation

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

28 The function of the mediator shall be to assist the parties to achieve a mutually
29 satisfactory resolution of the grievance by means of the mediation process. At the outset of this
30 process, the mediator shall schedule and hold an informal conference at which time the parties
31 to the grievance shall submit to the mediator a clear, concise written statement of the reasons for
32 his/her appeal to the mediation process. If a satisfactory resolution of the grievance is achieved
33 by means of this mediation process, both parties to the grievance shall sign a written statement
34 to the effect and thus waive the right of either party to any further appeal of the grievance.

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

7 3.4.5 Level 5 – Arbitration

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

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

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

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

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

1 **3.5 Miscellaneous**

2 3.5.1 No reprisals of any kind will be taken by the Superintendent or by any
3 member or representative of the administration or the Board against any aggrieved person, any
4 party of interest, any member of the Association or any other participant in the grievance
5 procedure by reason of such participation.

6 3.5.2 When it is necessary for a representative designated by the Association to
7 investigate a grievance or attend a grievance meeting or hearing during the day, he/she will,
8 upon notice by the President of the Association and approved of the immediate supervisor, be
9 released without loss of compensation in order to permit participation in the foregoing activities.
10 Any unit member who is requested to appear in such investigations, meetings, or hearings as a
11 witness will be accorded the same right.

12 3.5.3 The District shall provide a reasonable amount of release time to unit
13 members who are designated as Association representatives for the processing of grievances
14 under this Article subject to the following conditions; (a) twenty-four (24) hours prior to release
15 from duties for grievance processing the designated representative will inform his/her immediate
16 supervisor and the Assistant Superintendent, Human Resources, in order that substitute service
17 may be obtained, if such is necessary; and (b) time off shall be limited solely to one designee
18 representing a grievant in a conference with a management person.

19 3.5.4 All documents, communications and records dealing with the processing of a
20 grievance will be filled in a separate grievance file and will not be kept in the personnel file of any
21 of the participants.

22 3.5.5 Forms for filing grievances, serving notices, making appeals, making
23 reports and recommendations, and other necessary documents will be prepared by the District
24 and given appropriate distribution by the Association so as to facilitate operation of the
25 grievance procedure. The costs of preparing such forms shall be borne by the District.

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

28 4.1 Unit members may sign and deliver to the Association an authorization for
29 payroll deduction of union dues, which will be forwarded to the District. Such authorization
30 shall continue in effect from year-to-year unless revoked, in writing, by the unit member.
31 Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the
32 regular salary check of the unit member each month for ten (10) months.

1 4.2 With respect to all sums deducted by the District pursuant to authorization of the
2 unit member, the District agrees to promptly remit such monies to the Association treasurer
3 accompanied by an alphabetical list of unit members for whom such deductions have been
4 made, categorizing them as to membership or non-membership in the Association, and
5 indicating any changes in personnel from the list previously furnished.

6 4.3 The Association agrees to furnish any information needed by the District to fulfill
7 the provisions of this Article.

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9 **Article 5. WORK CALENDAR**

10 **5.1 Work Year**

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

14 5.2 The District and the Association agree that unit employees should be scheduled
15 to work during time that maximizes student learning or when students are in session. Therefore,
16 unit employees assigned to a program, department, or site operating on the district calendar shall
17 have a work year reflected in the negotiated work calendar for all OSSA positions attached to
18 the end of this document. On non-student days, a unit employee may request a change in
19 calendar and flex the days and work location. It may be granted with the approval of the
20 immediate supervisor.

21 5.3 For full-time unit employees, the normal work week shall consist of five (5)
22 consecutive work days, Monday through Friday. For part time unit employees, the work week
23 shall be mutually agreed upon by the unit employees and their immediate supervisor or
24 administrative designee. If a mutual determination cannot be reached between the unit
25 employee and his/her supervisor as to the unit employee's work calendar, the District reserves
26 the right to establish the work calendar for the unit employee involved.

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

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Article 6. DUTY HOURS

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

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

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

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

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

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

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

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

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

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

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

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

a. legal requirements of the District;

b. years of service within the bargaining unit;

c. individual training, experience, credentials;

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

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

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

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Article 7 ASSIGNMENT OF UNIT MEMBERS

7.1 Definition of Terms

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

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

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

7.1.4 Position. A position is a specific job classification.

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

7.1.6 Vacancy. A vacancy is an unstaffed assignment.

7.2 Notifications of Vacancies and New Assignments to District Staff

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

1 **7.3 Assignment Criteria**

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

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

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

11 **7.4 Reassignment Before the Start of the Unit Member's Work Year**

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

14 7.4.1 Administrator or Designee will discuss potential changes in assignment
15 with the affected unit member prior to the notification of change in assignment.

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

18 7.4.2 Unit members will be notified of the following year assignment by May
19 31st.

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

22 **7.5 Reassignment After the Start of the Unit Member's Work Year**

23 7.5.1 If it becomes necessary for the District to reassign a unit member after the
24 start of the unit member's work year as defined in the OSSA work calendar attached herein:

25 7.5.1.1 The District shall notify the unit member at least ten (10) days
26 prior in writing/email to the reassignment.

27 7.5.1.2 The unit member shall receive a written explanation of the
28 reasons for the reassignment and selection of the particular unit member.

29 7.5.1.3 An Association representative, with the permission of the unit

member, may be present during consultation regarding the proposed reassignment.

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

7.6 Unit Member-Initiated Reassignment

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

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

7.8 Reduction

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

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

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

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

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

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

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

- Extended school year

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

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

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

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

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

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Article 8. STUDENT RATIO

The District recognizes the importance of caseload, workload, and student ratios for all OSSA members with an intent to support members so that students' needs are met.

8.1 Definition of Terms

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

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

8.2 Unit members shall be assigned a student ratio not to exceed that required in the Education Code. When the student ratio exceeds the Education Code maximum, a referral to the

appropriate District Administrator will be made by the Unit Member to review the caseload for problem solving/resolution.

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

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Article 9 EVALUATIONS

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

9.2 To facilitate an accurate evaluation, a rubric will be utilized specific to an employee's job classification. These forms shall be known as the OSSA Employee Performance Evaluation Summative Report and shall be included in the contract under an appendix.

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

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

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

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

9.5 Probationary Unit Employees

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

9.6 Notification of the evaluation shall be provided in writing or email on or before

September 30th and includes the name of the evaluator. A unit employee with a start date after September 30th will be notified within 30 calendar days.

9.7 Evaluation Process:

The 1st Evaluation Conference will take place prior to winter break. Observation and/or collection of information shall occur between notification of evaluation and the first evaluation conference. Unit employees shall receive the OSSA Employee Performance Evaluation Summative Report at this meeting, which will indicate sources cited. At the meeting, both the evaluator and unit employees acknowledge discussion and receipt of the summative report. The unit employee's signature does not necessarily indicate agreement. The unit employee has the right to respond, in writing, within three (3) working days and such response will be attached to and become a permanent part thereof.

The Final Evaluation Conference will take place prior to the last 30 days of instruction. Observation and/or collection of information shall occur between winter break and the second Evaluation conference. Unit employees receiving a "Meets Expectations" or higher, shall receive the final OSSA Employee Performance Evaluation Summative Report at this meeting. At the meeting, both the evaluator and unit employee acknowledge discussion and receipt of the summary. The unit employee's signature does not necessarily indicate agreement. The unit employee has the right to respond in writing within three (3) working days and such response will be attached to and become a permanent part thereof.

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

9.9 Materials in personnel files of employees which may serve as a basis for affecting the status of that employment are to be made available for the inspection of the unit

employee involved. Every employee shall have the right to inspect such materials upon request at a time when such a person is not actually required to render services to the employing District.

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

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

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

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

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Article 10. COMPENSATION FOR SUMMER SCHOOL/INTERSESSION

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

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

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Article 11. LEAVE PROVISIONS

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

11.2 Sick Leave. Unit members shall be granted sick leave, not to exceed twelve (12) days per year. This sick leave shall be cumulative without limit. Sick leave shall accrue on a fiscal year basis

(i.e. July 1 – June 30 of the following year) and be available as of the first workday of each fiscal year. The number of days of sick leave a unit member may accrue will be based on the total number of days in their regular contract year in accordance with the table set forth below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 A unit employee absent beyond this period shall have deducted from his/her salary his/her full
2 daily rate of pay.

3 **11.5 Bereavement Leave**

4 11.5.1 The District shall grant necessary leave of absence with pay at the
5 employee's regular rate not to exceed five (5) days on account of the death of any member of
6 employee's immediate family.

7 11.5.2 For purposes of this provision, immediate family is defined as mother,
8 step-mother, father, step-father, grandmother, grandfather, or a grandchild of the unit member or
9 the spouse of the unit member and the spouse, son, step-son, son-in-law, daughter, step-
10 daughter, daughter-in-law, brother, stepbrother, step-sister, brother-in-law, sister, or sister-in-
11 law, of the unit member or any relative, domestic partner or significant other living in the
12 immediate household of the unit member.

13 11.5.3 A unit member shall notify the District prior to the absence and also state the
14 expected duration of the absence to enable the District to secure a substitute.

15 **11.6 Industrial Accident Leave**

16 11.6.1 Unit members will be entitled to industrial accident leave for personal
17 injury which has qualified for workers' compensation under the provisions of the State
18 Compensation Insurance Fund.

19 11.6.2 Such leave shall not exceed sixty (60) days during which the schools of
20 the District are required to be in session or when the unit member would otherwise have been
21 performing work for the District in any one fiscal year for the same industrial accident.

22 11.6.3 The District has the right to have the unit member examined by a physician
23 designated by the District to assist in determining the length of time during which the unit member
24 will be temporarily unable to perform assigned duties and the degree to which a disability is
25 attributable to the injury involved.

26 11.6.4 For any days of absence from duty as a result of the same accident, the
27 unit member shall endorse to the District any wage loss benefit check from the State
28 Compensation Insurance Fund which would make the total compensation from both sources
29 exceed 100 percent of the amount the unit member would have received as salary had there been
30 no industrial accident or illness.

31 11.6.5 If the unit member fails to endorse to the District any wage loss disability
32 indemnity check received on account of the industrial accident or illness as provided above, the
33 District shall deduct from the unit member's salary warrant the amount of such disability
34 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 case,
3 shall be granted leave under this section with pay if the unit member has been subpoenaed either
4 as a juror to perform trial or inquest jury duty or to appear as a witness in a federal, state, or
5 municipal court or to appear before a state agency.

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

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

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

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

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 member's
26 child, parent or spouse and the unit member's own serious health condition except for disability
27 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 leave
30 providing they have more than twelve months of service and at least one thousand two hundred
31 fifty (1,250) hours of service in the previous twelve-month period.

32 11.8.3 Reinstatement Rights. A unit member whose request for leave has been
33 granted shall be guaranteed reinstatement to the same position or comparable position if their
34 previous one has been eliminated upon termination of the leave.

1 11.8.4 Continuation of Health Benefits. The District will maintain and
2 pay the current monthly contributions for eligible unit members toward the payment of
3 premiums for group health benefits throughout the period of family care/medical leaves.

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

7 11.8.5 Coordination of Benefits. Unit members will be required to use all
8 accrued paid vacation, other accrued time off, and any other paid or unpaid time off provided for
9 under this agreement such as personal leave, five month differential pay, immediate family
10 accident/illness leave and family care leave concurrently with leaves taken for the birth or
11 placement of a child or to care for an ill family member. Leave for which the employee is
12 eligible under Government Code section 12945 shall not count against, but shall be in addition
13 to, family care leave. However, a unit member may not be required to use such leave during a
14 period of leave in connection with the birth, adoption, or foster care of a child, or to care for a
15 child, parent or spouse with a serious health condition, unless mutually agreed to by the unit
16 member and the District. Unit members who take leaves for their own serious health condition
17 will be required to use accrued sick leave in addition to accrued paid vacation, and all other paid
18 or unpaid leaves provided for in this agreement.

19 11.8.6 Employee Status. A leave for family care and medical leave shall not constitute a
20 break in service for purposes of longevity, seniority or any employee benefit plan.

21 11.8.7 Reasonable Notice. If a leave is foreseeable, the unit member shall
22 provide the District with reasonable advance notice of the need for the leave and make
23 reasonable efforts to schedule planned medical treatment to avoid disruption to the operations of
24 the District.

25 11.8.8 Medical Certification. The District may require a unit member's
26 request for leave to care for a child, spouse or a parent who has a serious health condition be
27 supported by a certification issued by the health care provider. Certification is sufficient if it
28 states (1) the date the serious health condition commenced; (2) the probable duration; (3) that
29 the unit member is needed to provide such care, or that the unit member is unable to perform
30 his/her job due to the serious health condition. A second opinion may be required by the District
31 at the District's expense for the unit member's serious health condition. If the two opinions
32 conflict, a third and binding examination may be required by a mutually agreed upon health
33 provider, at the District's expense.

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

11.9 Maternity Leave of Absence

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

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

11.9.3 Compensation

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

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

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

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

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

11.9.5 Duration. The leave may continue for the period of time requested by the unit member, but in no event shall any maternity leave exceed one school year in duration. Not

1 less than seven (7) days prior to return to duty, the unit member must submit a written statement
2 from her physician indicating her fitness to perform her normal duties.

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

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

13 11.9.6 Assignment Upon Return to Service. Upon return from maternity leave, a unit
14 member shall be assigned her former position.

15 11.9.7. Effect of Maternity Leave. Maternity leave shall not deprive the unit member of any
16 rights or benefits to which she may be entitled including, but not limited to, fringe benefits,
17 placement, class size, salary, and retirement as provided by law and/or in the Education Code.

18 **11.10 PARENTAL LEAVE**

19 11.10.1 Under California Family Rights Act (CFRA 2016), California Ed. Code
20 44977.5, and the Federal Family Leave and Medical Leave Act of 1993 (FMLA), a bargaining
21 unit employee may elect to utilize up to twelve (12) weeks of Parental Leave occasioned by the
22 birth or adoption of a child or foster child placement.

23 11.10.2 The twelve (12) week Parental Leave shall run consecutively to the
24 bargaining unit employee's Maternity Leave of Absence (aka Pregnancy Disability). The
25 twelve (12) week Parental Leave shall run concurrently with Sick Leave Use for
26 Adoption/Paternity/Foster Care for the birth, adoption of a child, or foster child placement.

27 11.10.3 A bargaining unit employee shall use any accumulated Sick Leave for the
28 twelve (12) week Parental Leave before receiving 50% pay (In order to qualify for 50% pay, a
29 member must exhaust all accrued full-pay sick leave). The twelve (12) week Parental Leave shall
30 run concurrently with California Family Rights Act, CFRA. Under CFRA regulations, the
31 minimum duration of the leave shall be two (2) week blocks of time, except the District must
32 grant a request for leave of less than two (2) weeks duration on any two (2) occasions.

33 11.10.4 Parental leave must be utilized during the first year following the birth or

1 placement of a child with the bargaining unit employee. If a bargaining unit employee exhausts
2 his/her accumulated sick leave prior to the expiration of the twelve (12) week Parental Leave, and
3 continues to be absent from his or her duties on account of Parental Leave, the amount deducted
4 from the bargaining unit employee's salary shall be fifty (50) percent of their salary due in
5 accordance with education code 44977.5.

6 11.10.5 A bargaining unit employee shall not be provided more than one twelve
7 (12) week period for Parental Leave per Pregnancy Disability Leave (PDL) or Adoption/
8 Paternity/Foster Care Leave. However, if a school year terminates before the twelve (12) week
9 period is exhausted; the bargaining unit employee may take the balance of the twelve (12) week
10 period in the subsequent school year provided it is within one year of the birth or adoption of a
11 child or foster child placement. Any new allotment of sick leave shall be used concurrently with
12 the remaining balance of parental leave.

13 **11.11 Catastrophic Leave**

14 11.11.1 Definition: Catastrophic Leave is intended for exceptional and
15 demonstrable hardship case and is not to be considered or treated as a routine extension of paid
16 status for employees who have, by previous absences, exhausted their sick leave and vacation
17 leave. Catastrophic leave shall be limited to the unit member and member's immediate family
18 including parents and children.

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

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

26 11.11.2. The intent of the Catastrophic Leave Bank is to provide Oxnard School District
27 employees (Management, Confidential, OSSA, and CSEA) economic relief for devastating
28 personal health circumstances.

29 Catastrophic Leave may not be used for:

- 30 a. Elective Surgery
- 31 b. Personal Necessity Leave
- 32 c. Normal Pregnancy
- 33 d. Bereavement

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

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

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

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

11.11.7 Eligibility and Contributions:

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

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

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

11.11.7.4 The initial donation shall be one day per participant. When the Committee determines a need, new donation forms will be distributed to all eligible permanent employees to rebuild the bank. Eligible permanent employees shall be considered active in the Bank as long as they have donated at least one day in any school year when donations are solicited. If the bank falls below 61 days, a second collection shall be asked of all unit members. If a unit member donated at the beginning of the year, and is now unable to donate, a unit member shall still be considered an active participant for the remainder of the year. If a participating unit member has more than 10 sick days, the unit member shall be required to donate a second day in order to replenish and sustain the Catastrophic Leave Bank. If a participating member has less than 10 sick days and does not voluntarily donate a day, they will be required to donate at the beginning of the next year in order to continue participation in the Bank. If it is a year requiring a

1 donation, the member will be required to donate two days to remain active. If no donations are
2 solicited, then a member will stay active unless they choose to cancel. Donated days will not be
3 returned upon cancellation and the participant will not be eligible to receive a donation of days
4 after submitting a cancellation. Unused days shall carry-over and remain in the Bank from year to
5 year.

6 11.11.7.5 If the number of days in the Bank at the beginning of the school year exceeds
7 400 days, no contribution shall be required.

8 11.11.7.6 Participants or their representative may request a draw from the bank only
9 after all paid leaves including differential/half pay no more than 5 months for OSSA members
10 (100 days for CSEA) have been exhausted. If the participant is also entitled to FMLA (Family
11 Medical Leave Act), the twelve work weeks within a twelve-month period shall run concurrently
12 with the use of Catastrophic Leave. Eligible permanent employees may request up to 60 days of
13 leave from the Bank. Requests will be addressed by the Committee within 10 working days.
14 Requests for additional days from the Bank may be requested and will be granted at the discretion
15 of the Catastrophic Leave Committee.

16 11.11.7.7 If any Catastrophic Leave Bank days are granted by the Committee to an
17 applicant for a specific and qualified reason are not needed or used, the days shall be returned to
18 the Bank. If the request is approved or denied, the bargaining unit member making the request
19 shall be notified in writing of the decision. This decision shall be final and not subject to the
20 grievance process of the agreement.

21 11.11.7.8 Catastrophic Leave will require a medical verification to substantiate the
22 illness or injury.

23 **11.12 General Leaves of Absence**

24 11.12.1 General Condition. The District may grant unit members a leave of absence.

25 11.12.1.1 If the District, upon recommendation of the Superintendent, does
26 grant a leave of absence, the following conditions shall prevail unless otherwise specified in this
27 Agreement or in the motion granting the leave:

28 11.12.1.2 A leave of absence will not be granted for more than one school
29 year at a time.

30 11.12.1.3 All applications for an anticipated leave of absence must be on
31 file in the Superintendent's office at least sixty (60) days prior to the effective date of the leave.

32 11.12.1.4 A unit member on leave of absence shall be bound by all of the
33 terms and conditions stated at the time of authorization of the leave by the District.

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

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

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

11.12.1.8 Any compensation granted shall be specified in the motion.

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

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

11.13 Verification of Absence

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

11.14 Sabbatical Leaves of Absence

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

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

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

11.14.3.1 Improved professional service;

11.14.3.2 Broader professional view;

11.14.3.3 Higher scholarship and culture;

11.14.3.4 Inspiration to other unit members; and

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

1 11.14.4 Definition: A sabbatical leave is a leave granted to a unit member for one
2 of the following reasons:

3 11.14.4.1 Professional Study. A sabbatical leave for professional study is
4 one during which the unit member is enrolled in a program of full-time study in an accredited
5 institution of higher learning. Courses must, in the judgment of the sabbatical leave committee,
6 relate to the present or prospective service of the unit member.

7 11.14.4.2 Independent Study or Research. A leave taken for the purpose of
8 pursuing a program of independent study or research must be related to the present or
9 prospective services of the unit member and must be under the guidance of the District
10 sabbatical leave committee. The program must be equivalent in effort and content to that
11 required under paragraph (a) above, for professional study. A complete plan for such study must
12 be approved by the sabbatical leave committee and filed with the original application for leave.

13 11.14.5 Travel. A travel leave is one during which the unit member shall remain in
14 travel status and must be related to the present or prospective services of the unit member. A
15 complete plan for such travel must be approved by the sabbatical leave committee and filed with
16 the original application for leave.

17 11.14.5.1 Combination Study and Travel. A combination leave may be
18 approved for both study and travel provided that the goals specified relate closely to the present
19 or prospective service of the unit member in the Oxnard School District. A complete plan for
20 such a combination must be approved by the sabbatical leave committee and filed with the
21 original application for leave.

22 11.14.5.2 Eligibility. Sabbatical leave for the purpose of engaging in
23 professional study, research and travel, may be granted to unit members under 62 years of age
24 who have completed seven (7) continuous, full school years of service in the Oxnard School
25 District. Service of at least seventy-five percent (75%) of the duty days in each year will count
26 as a full school year. Any exceptions must be upon the recommendation of the District
27 sabbatical leave committee.

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

31 11.14.6 Length of Leave. A sabbatical leave may be granted for a college quarter,
32 semester, two or more consecutive quarters, or two semesters in the same school year.

33 11.14.7 Number of leave. The total number of unit members granted sabbatical
34 leave during any one school year shall not exceed two members of the unit.

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

3 11.14.7.1 Relative merits of each leave proposal;

4 11.14.7.2 Seniority; and

5 11.14.7.3 Whether applicant has been granted previous leave.

6 11.14.8 Request Procedure. The unit member should make a written application to
7 the Office of the Superintendent on the form provided by the Personnel Department.

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

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

13 11.14.9 Review of Requests for Leave. Following the April 1 deadline for receipt
14 of applications for leave, the Superintendent shall direct the sabbatical leave committee to review
15 all such applications filed by the deadline and report to him prior to May 1.

16 11.14.10 Sabbatical Leave Committee. The committee shall be comprised of the
17 following persons:

18 11.14.10.1 The Superintendent's designated representative who will serve
19 as chairperson;

20 11.14.10.2 The Assistant Superintendent, Human Resources and Support
21 Services;

22 11.14.10.3 Two-unit members selected by the Association.

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

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

29 11.14.11 Report to Board. In May the Superintendent shall report to the Board of
30 Trustees all requests for sabbatical leave and the recommendations of the sabbatical leave
31 committee and his recommendations concerning the leave.

32 11.14.12 Compensation. The unit member on sabbatical leave may elect to receive
33 his salary in accordance with any of the options provided by the Business Office after furnishing a

1 suitable bond indemnifying the District against loss in the event that the unit member fails to
2 render at least one year service in the District following his return from leave. Such bond will be
3 exonerated in the event of failure to return and render on year of service as described above if
4 caused by death, physical or mental disablement of the unit member, or circumstances beyond the
5 control of the unit member. If the unit member elects not to furnish a suitable bond, he/she shall
6 be paid the salary due him/her in two equal installments, one-half (1/2) at the conclusion of the
7 first half of the unit member's work year after return to service and one-half (1/2) at the conclusion
8 of the second half of the unit member's work year.

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

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

23 **11.15 Paid Association Leave**

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

31 11.15.2 Up to 6 days per year are available for the Association President and/or
32 designee to perform Association business. If a substitute is utilized for the designee, the cost of
33 the substitute will be split between the District and the Association 50/50.

34 11.15.3 Release time spent participating in Collective Bargaining and any

mandatory District meeting will be excluded from the days above.

11.16 Emergency Leave: Natural Disasters

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

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Article 12. SAFETY CONDITIONS

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

12.2 All unit members will report to their immediate supervisor any practice, condition, or specific occurrence which poses a threat to the health or safety of any person associated with the District. If necessary, the unit member will then speak to their supervisor for support and guidance related to said practice, condition, or specific occurrence that poses a threat to health or safety.

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Article 13. ASSOCIATION RIGHTS

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

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

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

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

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

the buildings are otherwise unavailable for use. No District facilities may be used for any purpose that would violate any federal, state or local law or regulation.

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

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

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

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

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Article 14. NEGOTIATION SESSIONS

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

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

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Article 15. CONTRACTUAL DUTIES

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

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Article 16. SALARIES

16.1 OSSA and OSD agree to a 2% ongoing salary increase, retroactive to July 1, 2024.

16.2 Initial Placement

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

1 and senior speech therapist positions shall be placed on the same step number of the salary
2 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 day
8 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 when
14 a unit member is on leave for 10 consecutive days or more, the District shall make a good faith
15 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 is
22 appropriately credentialed and they are not part of the bargaining unit, then they shall be paid
23 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 the
31 unit shall receive at least the same per diem pay as they received prior to the reassignment.

32 16.8 **Anniversary Increments.** Anniversary increments shall be as follows: \$600 shall be
33 granted at the beginning of the 9th year of service to the District, and 2.25 percent of Step 1 of

the employee's salary plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District.

16.9 **Stipends.**

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

16.9.2 Reimbursement for costs of Bilingual Authorization Exam if a unit member passes. Unit employees who are assigned by management to use their bilingual skills within their job duties and can demonstrate bilingual proficiency by passing CSET subtest III, Praxis or other District recognized assessment or possession of either a credential or certificate of competence in said language, shall receive an annual stipend of \$1,000. Effective the commencement of the 2024-2025 School Year, with a passing score verification of a district approved bilingual authorization exam, active unit members will be reimbursed for the fees of the exam with proof of payment.

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

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

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

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

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Article 17. PROFESSIONAL GROWTH

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

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

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

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

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

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

17.3 Professional Growth Award Program

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

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 any
5 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 coursework 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
33 programs at the current level for eligible employees. The District's annual contribution (CAP)

1 shall be **\$8,528.00** per eligible unit employee (.5%). The unit employee may participate in the
2 District's Section 125 Plan to allow for monthly pre-tax deductions of the health and welfare
3 benefits cost borne by the unit employee.

4 **18.2 Life Insurance.** The District shall contribute monthly premiums for group life insurance.
5 The insurance coverage will be in the amount of \$10,000 for unit employe
6 es, \$1,500 for dependents older than six months, and \$100 for dependents six months and
7 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); the
12 unit employee must have served in a certificated position in the California public school system
13 for at least fifteen (15) years and in the Oxnard School District for the eight (8) consecutive
14 years preceding the date of retirement and the unit employee must be participating in the health
15 benefits program for at least 8 of the last 10 years preceding their retirement date. One of the
16 eight (8) years must be the year of retirement. For such unit employees s who elect to
17 participate in this benefit, the District shall contribute the full amount of the rate premium for
18 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 30,
22 2012 will be eligible for the retirees' health insurance benefits subject to the following conditions:
23 This provision shall apply to unit employees retiring between the ages of fifty-five (55) and sixty-
24 five (65); the unit employee must have served in a certificated position in the California public
25 school system for at least fifteen (15) years and in the Oxnard School District for the eight (8)
26 consecutive years preceding the date of retirement and the unit employee must be participating in
27 the health benefits program for at least 8 of the last 10 years preceding their retirement date. One
28 of the eight (8) years must be the year of retirement. For such unit employees who elect to
29 participate in this benefit, the District shall contribute the full amount of the rate premium for
30 group health insurance and the full amount of the premium for vision and dental until the unit
31 employee reaches age (65). This insurance shall continue until age sixty-five (65) even though the
32 retiree is eligible for and receiving alternative insurance.

33 18.3.3 For retirees who satisfy the terms and conditions of Section 18.4 of the

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

6 18.3.4 Should a retiree who was formerly a part-time employee elect to enroll,
7 the District shall prorate the premium contribution (e.g., a 75% FTE employee shall pay 25% of
8 the district's premium contribution). The retiree will be obligated to pay any difference between
9 the District's contribution and the actual insurance premium.

10 18.3.5 A retiree can elect to opt-out of the insurance program at any time. Once this
11 decision is made it is irrevocable.

12 18.3.6 Coverage under this section applies only to the retiree, their spouse or domestic
13 partner, and any eligible dependents that are covered at the time of retirement.

14 18.4 OSSA unit employees hired into the District AFTER July 1, 2012 are not eligible for retiree
15 health benefits.

16 **Article 19. WELLNESS**

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

1 outcomes within therapeutic relationships. These methods for self-care will help create the
2 conditions for improved physical and emotional functioning for unit members.

3 19.2 Unit members may use the release days for wellness activities as part of the
4 allocation as referenced in Professional Growth Article 17.4.2. Release time for wellness is
5 included within the total amount of release time allocated for professional growth. Requests for
6 release time for unit member-initiated wellness activities shall be submitted to the unit
7 member's Site supervisor or Administrative designee for approval. The District shall not act
8 arbitrarily or capriciously when rejecting requests.

9 //

10 **Article 20. SUPPORT OF AGREEMENT**

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

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

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

22 //

23 **Article 21. CONCERTED ACTIVITIES**

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

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

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

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

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

6 //

7 **Article 22. SAVINGS PROVISIONS**

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

11 //

12 **Article 23. TERM**

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

24 //

25 **Article 24. DISCIPLINE**

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

30 a.) LEVEL 1 INFRATIONS:

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

- 32 1.) Violations of Board policy other than violations that are Level 2 infractions
33 under this Article;

1 2.) Violations of department policy

2 3.) Tardiness

3 4.) Excessive absences without prior notice to the unit member's immediate
4 supervisor.

5 Penalties:

6 Imposition of penalties under this Section "a" shall incorporate concepts of progressive
7 discipline

8 utilizing verbal reprimands, counseling, written reprimands and letters in the personnel file.

9 b.) LEVEL 2 INFRACTIONS:

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

11 1.) Insubordination following repeated written warnings in connection with items listed
12 under "a" above,

13 2.) Conduct with endangers the health and safety of the employee or other employees
14 and/or students or members of the public,

15 3.) Theft or misappropriation of District property or money, in the performance of the
16 unit member's duties for the District.

17 4.) Falsifying and/or misrepresenting facts on forms or records of the District or of any
18 public entity used in connection with the performance of the unit member's duties for
19 the District or on any job application or resume submitted to the District.,

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

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

25 Penalties:

26 1.) Imposition of penalty under this Section "b" shall be limited to:

27 Suspension with or without pay for up to five (5) working days;

2.) Involuntary transfers for the remainder of the school year, unless the District and the employee agree the transfer will be permanent;

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

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

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

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

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

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

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

Nurse	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*	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	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)	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	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	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	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	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	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

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Oxnard Support Services Association (OSSA)
2024-25 Salary Schedule

1

Nurse		Days	183
	Daily Rate	Column	Anniversary
Step 1	\$ 495.94	\$ 90,757	\$ 2,142
Step 2	\$ 520.26	\$ 95,208	
Step 3	\$ 545.98	\$ 99,914	
Step 4	\$ 573.14	\$ 104,885	
Step 5	\$ 601.85	\$ 110,139	

Nurse w/Masters*		Days	183
	Daily Rate	Column	Anniversary
Step 1	\$ 558.32	\$ 102,173	\$ 2,399
Step 2	\$ 586.20	\$ 107,274	
Step 3	\$ 615.63	\$ 112,660	
Step 4	\$ 646.85	\$ 118,373	
Step 5	\$ 688.14	\$ 125,930	

School Counselor		Days	183
	Daily Rate	Column	Anniversary
Step 1	\$ 530.67	\$ 97,113	\$ 2,285
Step 2	\$ 573.01	\$ 104,861	
Step 3	\$ 615.36	\$ 112,610	
Step 4	\$ 657.69	\$ 120,358	
Step 5	\$ 700.03	\$ 128,105	

Coordinator (Nurse)		Days	210
	Daily Rate	Column	Anniversary
Step 1	\$ 596.80	\$ 125,328	\$ 2,920
Step 2	\$ 622.90	\$ 130,809	
Step 3	\$ 650.26	\$ 136,554	
Step 4	\$ 680.09	\$ 142,819	
Step 5	\$ 711.18	\$ 149,348	

Speech Therapist		Days	183
	Daily Rate	Column	Anniversary
Step 1	\$ 558.32	\$ 102,173	\$ 2,399
Step 2	\$ 586.20	\$ 107,274	
Step 3	\$ 615.63	\$ 112,660	
Step 4	\$ 646.85	\$ 118,373	
Step 5	\$ 688.14	\$ 125,930	

Psychologist		Days	195
	Daily Rate	Column	Anniversary
Step 1	\$ 603.33	\$ 117,649	\$ 2,747
Step 2	\$ 630.49	\$ 122,945	
Step 3	\$ 659.03	\$ 128,510	
Step 4	\$ 688.96	\$ 134,347	
Step 5	\$ 720.41	\$ 140,480	

Coordinator		Days	180
	Daily Rate	Column	Anniversary
Step 1	\$ 596.80	\$ 107,424	\$ 2,517
Step 2	\$ 622.90	\$ 112,122	
Step 3	\$ 650.26	\$ 117,046	
Step 4	\$ 680.09	\$ 122,417	
Step 5	\$ 711.18	\$ 128,012	

Coordinator		Days	205
	Daily Rate	Column	Anniversary
Step 1	\$ 596.80	\$ 122,344	\$ 2,853
Step 2	\$ 622.90	\$ 127,695	
Step 3	\$ 650.26	\$ 133,303	
Step 4	\$ 680.09	\$ 139,419	
Step 5	\$ 711.18	\$ 145,792	

Coordinator		Days	190
	Daily Rate	Column	Anniversary
Step 1	\$ 596.79	\$ 113,391	\$ 2,651
Step 2	\$ 622.91	\$ 118,352	
Step 3	\$ 650.26	\$ 123,550	
Step 4	\$ 680.09	\$ 129,218	
Step 5	\$ 711.17	\$ 135,123	

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

Inactive Classifications:

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

*Masters must be in Nursing, Public Health or Education

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

2% on schedule salary increase retro to 7/1/2024, board approved 5/7/2025

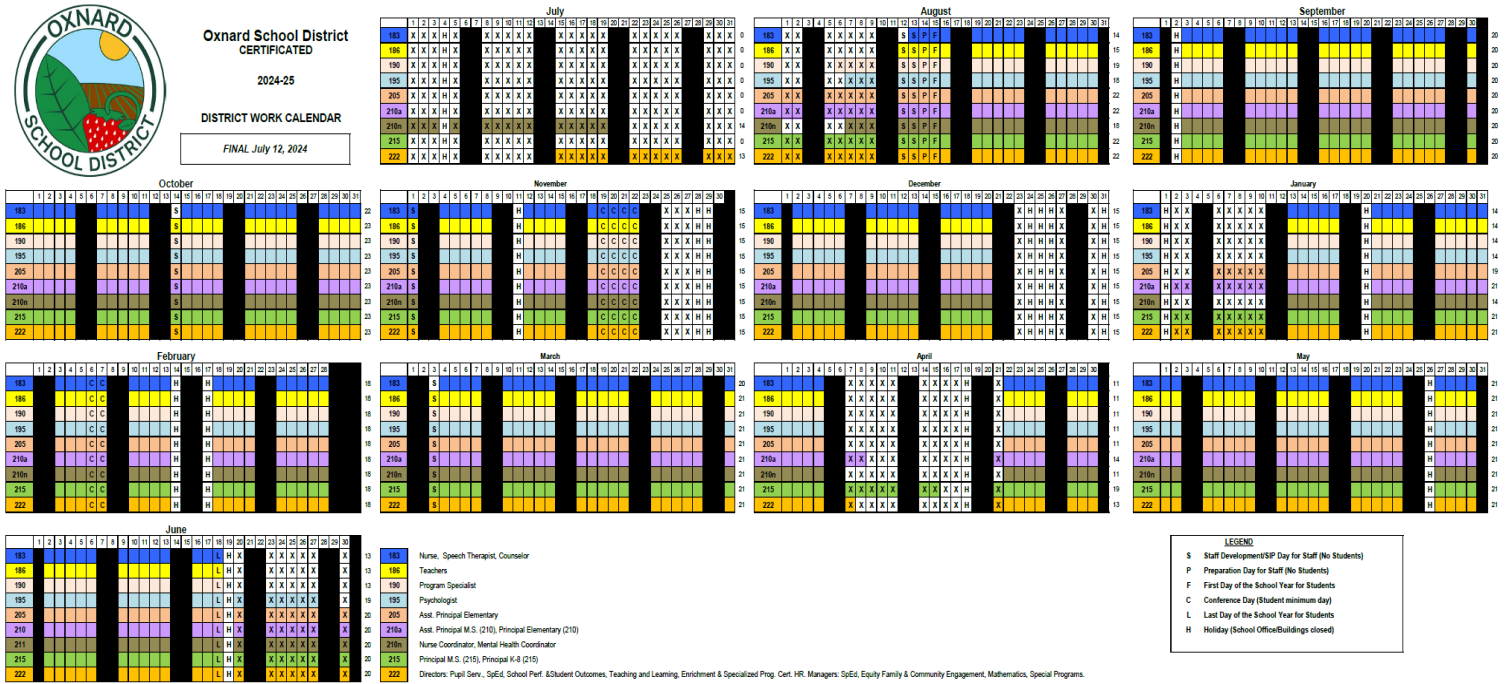
2024-25 WORK YEARCALENDAR

Oxnard School District
CERTIFICATED

2024-25

DISTRICT WORK CALENDAR

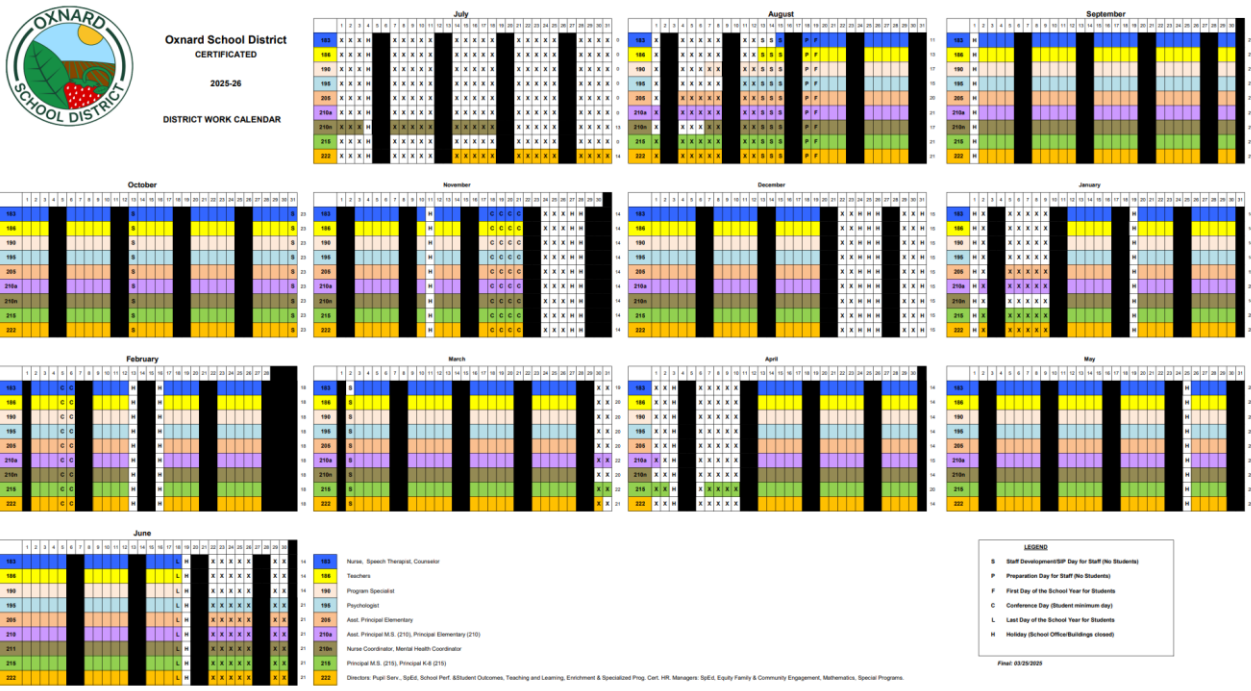
FINAL July 12, 2024



2025-26 WORK YEAR CALENDAR



Oxnard School District
CERTIFICATED
2025-26
DISTRICT WORK CALENDAR





OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE MENTAL HEALTH COORDINATOR

Page 1 of 5

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 15% 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 of 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		

Page 2 of 5

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.		

Rev. Apr 2024 IN

Any combination of the following performance measures may be used:

- Observation(s)
- Peer feedback
- Parent or guardian feedback
- 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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION SUMMATIVE REPORT FOR THE PROGRAM SPECIALIST

Page 1 of 4

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		

Page 2 of 4

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 aide 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, the 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, the Program Specialist is not able to provide the requested documents in completion.	Program Specialist's records are accurate, well-organized, and comprehensive. When requested, the 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, the 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 <u>supports</u> 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

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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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____



OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE SCHOOL COUNSELOR

Page 1 of 4

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		

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Page 2 of 4

	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 consistently 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		

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				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:

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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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

rev. 05.27.2025

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OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE SCHOOL NURSE

Page 1 of 4

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		

Page 2 of 4

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		

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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)
- 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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE SCHOOL PSYCHOLOGIST

Page 1 of 4

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 the 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		

Page 2 of 4

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		

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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; brining 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 department and/or staff meetings when requested.	Psychologist actively participates in department and/or staff meetings as demonstrated by verbal and or written participation and /or involvement.	Psychologist makes a substantial contribution to 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

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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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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OXNARD SCHOOL DISTRICT

OSSA EMPLOYEE PERFORMANCE EVALUATION

SUMMATIVE REPORT FOR THE SPEECH & LANGUAGE PATHOLOGIST

Page 1 of 4

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. SLPs 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		

Page 2 of 4

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 complaint 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; brining 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.		

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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

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.

Dated: _____ Evaluator's Signature: _____

Evaluator's Printed Name: _____ Evaluator's Title: _____

Dated: _____ Employee's Signature: _____

rev. 05.27.2025

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

6/6/24
Date


Dr. Natalia Torres
Asst. Superintendent of Human Resources

6/6/24
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

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OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030
805/385-1501 • www.oxnardsd.org

HUMAN RESOURCES

Memorandum of Understanding

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

April 23, 2025

The District and OSSA have agreed it is in the best interest of both parties to find short- and long-term solutions to reduce health care cost for OSSA members.

To that end, the parties have mutually agreed to the following:

- Extend the MOU dated October 21, 2024 that was set to expire June 30, 2025 through December 31, 2025. The District's contractual annual contribution (CAP) shall remain at \$12,524.
- Effective January 1, 2025 through June 30, 2027, any unspent funds from OSSA members that elected to "opt-out" of health benefits shall be redistributed into the District's annual contribution (CAP) during the period of this MOU.
- The amount of unspent funds from OSSA members "opting out" shall be calculated by multiplying the District's Cap of \$7,676 (cap for 2024/2025 school year) by the number of "opt outs" determined after the health benefits open enrollment window and after each subsequent open enrollment this MOU is in effect.
- The amount of unspent funds to be distributed into the Cap shall be calculated by dividing the total amount of unspent funds from OSSA members "opting out" by the number of members that selected to "opt in" health benefits beginning November 2025 and after each subsequent open enrollment period in which this MOU is in effect.

In the event that mutual agreement is not reached on the redistribution of OSSA "opt out" funds prior to June 30, 2027, this MOU will be automatically extended on an annual basis.

Dr. Scott Carroll
Assistant Sup., Human Resources

Date: 4/23/25

Jose Carranza
President, OSSA

Date: 4/23/25