



# **Oxnard Union High School District**

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## **PARAEDUCATOR EMPLOYEE AGREEMENT**

**2012 through 2015**

PARAEDUCATOR EMPLOYEE AGREEMENT

Between

THE OXNARD FEDERATION OF TEACHERS AND SCHOOL EMPLOYEES

And

THE OXNARD UNION HIGH SCHOOL DISTRICT

October 1, 2012 through September 30, 2015

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## **ARTICLE 1. AGREEMENT AND RECOGNITION**

- 1.1 This is an Agreement made and entered into between the Oxnard Union High School District Board of Trustees, hereinafter referred to as "District", and the Oxnard Federation of Teachers and School Employees, Local 1273, hereinafter referred to as "Federation".
- 1.2 The District recognizes the Federation as the exclusive representative for that unit of employees described in Appendix A.
- 1.3 The representatives of the District and the Federation, having met and negotiated pursuant to the provisions of the Educational Employment Relations Act, have agreed to jointly and unanimously recommend to the Board of Trustees and unit members that the terms and conditions set forth in this Agreement be adopted for the period beginning October 1, 2012, and ending September 30, 2015. The terms and conditions of the Agreement shall become effective only upon adoption by the Board of Trustees at an official meeting and following ratification by the unit.

## ARTICLE 2. DEFINITIONS

- 2.1 **"Bargaining unit member", "unit member", "paraeducator"** (formerly "paraprofessional"), **"para"**, **"employee"** shall mean an employee who is included in the appropriate unit as defined in Article 1 and therefore, is covered by the terms and provisions of this Agreement.
- 2.2 **"Class"** is any group of positions similar in duties and responsibilities.
- 2.3 **"Daily Rate of Pay"** is the amount of money a unit member is paid per day based on his/her hourly wage and the regular number of assigned working hours per day.
- 2.4 **"Hourly Rate of Pay"** is the amount of money a unit member is paid per hour based on his/her position on the appropriate salary scale.
- 2.5 **"Job description"** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in class.
- 2.6 **"Classification"** is the act of placing a position within a class and shall be construed to mean that each position in the paraeducator bargaining unit shall have a designated title and a statement of the typical duties required to be performed in such position, and the regular hourly salary range for each position.
- 2.7 **"Federation"** means the Oxnard Federation of Teachers and School Employees.
- 2.8 **"Immediate administrator", "immediate supervisor", "principal"** shall mean the administrative or supervisory employee who is the immediate supervisor of the employee, or the supervisor's designee.
- 2.9 **"Seniority"** is secured by length of service, by hire date, in paid paraeducator status in the District from the first day in paid status.
- 2.10 **"Workday"** shall mean a day on which employees are required to render service to the District.
- 2.11 **"Board"** shall mean the Board of Trustees or its designated representative(s).
- 2.12 **"District"** shall mean the Oxnard Union High School District.
- 2.13 **"Superintendent"** shall mean the chief administrative officer of the District, or designee.
- 2.14 **"Consultation"** shall be defined as an alternative to meeting and negotiating to include meetings between District and the Federation on items of mutual or individual interest.
- 2.15 **"Positive Attendance Day"** shall be defined as "a non-student work day governed by the State requirements for a 'buy-back' day.
- 2.16 **"NCLB"** shall be defined as "a federal law requiring paraeducator certification."

### ARTICLE 3. FEDERATION RIGHTS

- 3.1 **Facilities.** The Federation and its members shall have the right to use school facilities and equipment at reasonable times when not otherwise in use for the purpose of meetings concerned with the exercise of rights incorporated in the Agreement. Such uses shall be in accordance with existing District policies for community service uses.
- 3.2 **Communications and Notices of Activities.** The Federation shall have the right to post notices of activities and matters of concern on a designated bulletin board at each of the schools; a copy of all materials to be filed with the principal within a reasonable period of posting. The Federation shall have use of mailboxes at each high school campus site for general communication with members of the bargaining unit. The District shall provide each employee with his/her mailbox at each job site. Nothing in this authorization to use the mail boxes or posting space authorizes a violation of the postal monopoly or Education Code § 7054.
- 3.2.1 A Federation representative shall be allowed to make brief announcements at unit member staff meetings, provided said announcements are not political in nature, nor dealing with the negotiations process.
- 3.2.2 The Federation President or his or her designee shall be allowed to make short, salutary remarks at the annual opening of school meeting for unit members.
- 3.2.3 The provision of Board Agenda materials shall provide the required notice to Federation on actions taken by the Board of Trustees on matters governed by Government Code § 3540. et. seq.
- 3.3 **Federation Business.** The authorized representative of the Federation shall be permitted to transact official Federation business on school property at reasonable times not interfering with the educational process or District duties of the employee. The representative shall notify the school principal of his/her campus presence.
- 3.4 **Public Information.** The Board agrees to furnish, upon written request of the Federation, all public information required by the Federation that is reasonably necessary for the Federation to fulfill its role as the exclusive bargaining representative.
- 3.5 **Membership List.** The names and addresses of all unit members shall be provided to the Federation during the month of October of each year.
- 3.5.1 Additional lists will be provided to Federation upon written request (not to exceed three annually).
- 3.6 **Board Meeting Notices.** The District shall provide the Federation with an electronic copy of the Board agenda booklet, less the confidential items and those materials that relate to negotiations. An electronic copy of the Board agenda booklet will be made available on the District's website. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District.
- 3.7 Within thirty (30) days of ratification of this Agreement by the Board of Trustees, the District shall provide each unit member with an electronic copy of said Agreement, plus twenty-five (25) copies to the Federation for its use. It shall be a goal of the Federation and the District to post the Agreement on the Internet Website of the District within 90 days of mutual ratification for access by unit members and the general public.

3.8 The Federation shall submit its written request for a workload reduction, pursuant to this section, to the Superintendent not less than sixty (60) days prior to the start of the reduced service request.

## **ARTICLE 4. DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of its operation; determine kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, 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; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees.
- 4.2 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, or any other written agreement reached between the Federation and the Board, and then only to the extent such specific and express terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an actual or threatened natural disaster, national emergency, act of God, epidemic, or concerted activity, as contemplated in Article 18.



## **ARTICLE 5. NON-DISCRIMINATION**

- 5.1 The District and Federation agree to follow policy not to unlawfully discriminate against any unit employee on the basis of race, color, religion, national origin, sex, age, politics, physical handicap, membership or participation in an employee organization. Alleged violations of this Article shall only be processed under the provisions of Article 17 (Grievance and Arbitration Procedures) of this Agreement if said violations involve a specific and express portion of this Agreement. This restriction is not intended to prevent utilization of the grievance procedure instead of a PERB unfair practice.

## ARTICLE 6. DUES OR FEES AND PAYROLL DEDUCTIONS

- 6.1 The District and the Federation recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against any employee for exercising nor not exercising the membership, participation or organizational activities rights guaranteed herein or for membership or non-membership in the Federation.
- 6.2 The District shall deduct from the pay of Federation members and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
- 6.2.1 Such deduction shall be made only upon submission of the District form to the District Payroll Department, duly completed and executed by the employee.
  - 6.2.2 The District shall not be obligated to implement any new Federation monthly dues deduction until the pay period commencing not less than thirty (30) workdays after such submission.
  - 6.2.3 The District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Federation for an amount equal to the total of the dues deduction made during the month and shall furnish the Federation a list of all employees affected, together with the amount deducted for each.
  - 6.2.4 An employee may terminate Federation membership or voluntary dues deduction authorization at any time. Said deduction cancellation shall be effective on the pay period commencing thirty (30) workdays after written submission.
  - 6.2.5 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
  - 6.2.6 The Federation agrees to indemnify and hold harmless the District, its members, and each member of the management against any and all costs, losses, or damages because of civil or other action arising from the administrator and implementation of these provisions. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any employee and remitted to the Federation, and the employee does not owe same, the Federation shall refund the same to the employee and the District shall not be liable for any refund. The Federation agrees to furnish any information needed by the District to fulfill these provisions.
- 6.3 **Service Fee**
- 6.3.1 Any paraeducator who is not a member of the Federation, or who does not make application for membership within thirty (30) days of the effective date of this section or within thirty (30) days of the commencement of assigned duties shall pay a service fee to the Federation. A paraeducator may become a Federation member at any time by following the procedure in 6.2 above.

- 6.3.2 The obligation to pay a service fee may be met by a monthly deduction from the paraeducator's salary, by the paraeducator's direct payment to the Federation using a method established by the Federation, or if the paraeducator is a religious objector, by complying with 6.3.6 through 6.3.9.
- 6.3.3 If a paraeducator does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the paraeducator of their contractual obligations. If after proper notice the paraeducator does not comply with the provisions of this Article, then the Federation shall notify the District and supply the District with proof of notice to the unit member. Upon receipt of such notice and proof, the District shall withhold the service fee from the unit member's salary and submit such fee to the Federation as provided in 6.4 below.
- 6.3.4 The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Federation and shall be used only for those purposes permitted by law.
- 6.3.5 Any paraeducator choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the regulations of the Public Employment Relations Board.
- 6.3.6 Notwithstanding the above, any paraeducator who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee. However, any paraeducator who qualified as a religious objector shall pay an amount equal to the service fee to one of the three following nonreligious, nonlabor organization charitable funds:
- 6.3.6.1 Oxnard Union High School Partnership Foundation
  - 6.3.6.2 American Cancer Society
  - 6.3.6.3 Special Olympics
- 6.3.7 A paraeducator paying an amount equal to the service fee to one of the organizations listed above shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then upon receipt of notice and proof from the Federation, the District shall implement the provisions of 6.3.3 above.
- 6.3.8 It is recognized that the Federation, as exclusive representative of all paraeducators, is required to represent all such employees fairly without regard to Federation membership or non-membership. However, any employee who holds religious objections pursuant to 6.3.6 above, who requests the Federation to use the grievance procedure or arbitration procedure on his or her behalf, shall pay the Federation for such representation. The Federation shall charge the faculty member for the reasonable cost of using such procedure.
- 6.3.9 The Federation agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Federation's obligation hereunder the District will notify the Federation in writing of any matter within seven (7) days of service thereof upon the District. The District and the

Federation shall both fully cooperate with each other on any matter commenced against the District. The Federation may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter.

**6.3.10 Remittance of Funds**

6.3.10.1 Funds deducted on behalf of the Federation pursuant to this Article will be remitted to the Federation within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

6.3.10.2 The District will provide the Federation with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.

## **ARTICLE 7. EVALUATION**

- 7.1 The purpose of the program of evaluation is to rate and attempt to improve the competence of the individual unit member and thereby improve the quality of education of the students.
- 7.1.1 The program of evaluation shall apply to all unit members.
- 7.1.2 The evaluation of all unit members under this program shall include those performance factors listed in the document in Appendix A.
- 7.1.3 In the case of employees working at a school site, one on-site administrator shall be assigned as the evaluator of the unit member. In the case of employees working other than at a school site, the appropriate program director shall be designated as the evaluator.
- 7.1.4 Formal, written evaluation of each unit member shall take place once per year no later than March 31. If the employee is not formally given a written evaluation by said date, the employee is considered to have “meet” requirements.
- 7.1.5 Job descriptions or specifications shall be developed for the various classes of personnel and shall provide a statement of responsibilities and duties required to be performed during regular assignment.
- 7.1.6 A paraeducator shall work a probationary period of one (1) year from his or her date of hire. On or about the third and sixth month of employment in a probationary capacity, a paraeducator will be provided written feedback. Before the conclusion of that probationary period, the designated administrator shall complete a formal, written evaluation. However, should the evaluation be inadvertently omitted, it shall have no impact on the right of the District to release a probationary employee as set out in law without cause.
- 7.2 **Observations**
- 7.2.1 The evaluation process shall include, but not be limited to, the observation of the employee by his/her immediate supervisor or, in the case of a classroom paraeducator, the teacher(s) with whom that paraeducator works.
- 7.2.2 Assessment of unit members may involve more than one observer, but at least one personal observation must be made by the designated administrator/program director assigned as the unit member's evaluator. These observations shall take place prior to the designated deadlines for evaluation.
- 7.2.3 The unit member being assessed shall have a conference with the designated administrator to review the summary evaluation report and shall have the right to submit a written response. The assistant principal shall prepare the summary evaluation based upon the observation(s).
- 7.2.4 When the teacher with whom the paraeducator works has concerns about the performance of the paraeducator, the designated administrator shall arrange a conference which includes the teacher, the paraeducator, and the designated administrator.

### 7.3 **Evaluation**

- 7.3.1 The administrator/program director designated as evaluator shall be responsible for securing and reviewing all observations and for making a summary evaluation in writing.
  - 7.3.2 The evaluator making the summary evaluation shall arrange a conference with each unit member no later than the specified evaluation deadlines to discuss the evaluation. At the time of this conference the employee shall receive a copy of said evaluation. The employee shall have the right to submit a written response to his/her evaluation and to have a member of the Federation present during this conference.
  - 7.3.3 The evaluator shall then file in the personnel records of the unit member in the District office the formal evaluation and any written responses the unit member may wish to submit.
  - 7.3.4 Written input to the Evaluator from the supervising teacher shall be made available to the Paraeducator upon written request.
- 7.4 Written evaluations of unit members shall include descriptions of Needs Improvement or Unsatisfactory performance, if any, with specific recommendations for means of improvement and suggestions of available sources of assistance. Unsatisfactory performance is defined as any performance rating of “Needs Improvement” or “Unsatisfactory.” Subsequently, one or more conferences shall be held with the employee to assist him/her in correcting deficiencies previously noted. A record of such conferences shall be prepared by the evaluator for the personnel file of the unit member and a copy submitted to him/her.
- 7.5 The signature of a unit member on evaluations/observations reflects only that he/she has read the evaluation/observation.
- 7.6 Evaluations or memorandums of a derogatory nature require notice and opportunity to respond prior to placement in the personnel file as set out in Education Code § 44031.
- 7.7 Article 17 of this Agreement (Grievance Procedure) shall apply only to the summative evaluation procedures of this Article, and not to supervisory judgments or recommendations.

## **ARTICLE 8. PERSONNEL FILES**

### **8.1 Personnel File Contents and Inspection**

- 8.1.1 Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 8.1.2 This material is not to include ratings, reports or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 8.1.3 Every employee shall have the right to inspect these materials upon request, provided that the request is made at a time when the person is not actually required to render services to the employing district.
- 8.1.4 Information of a derogatory nature, except material mentioned in Section 8.1.2 above, 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 such derogatory statement, his/her own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 8.1.5 Upon written authorization by an employee, a representative of the Federation shall be permitted to examine materials in said employee's personnel file.
- 8.1.6 Letters of commendation shall upon request be placed in the personnel file.

## ARTICLE 9. WORK HOURS AND WORK YEAR

- 9.1 The regular workweek of a full-time unit member shall consist of not more than five (5) consecutive working days (Monday-Friday).
- 9.2 The length of a regular full-time workday shall not exceed eight (8) hours. Each unit employee shall be assigned a fixed, regular number of hours. Paraeducators who work with classroom teachers may be granted one (1) extra hour planning time per week for necessary preparations.
- 9.2.1 The District agrees to compensate bargaining unit member at the rate of one and one-half (1½) times the employees' regular rate of pay for each hour of work in excess of forty (40) hours per week.
- 9.2.2 Paraeducators serving in positions with fewer than eight (8) hours shall be offered positions with additional hours within their classification for which they meet the required qualifications on the basis of seniority, provided that recent evaluations indicate all satisfactory performance.
- 9.2.3 **Planning Time:** The District agrees that there are many instances in which planning time would improve the co-ordination between teachers and paraeducators. Therefore, the District agrees to allow for teacher sharing of paraeducators to accommodate planning time, provided that such sharing can be accomplished without depriving students of instruction and can be accomplished within the program requirements for the utilization of instructional paraeducators.
- 9.3 There shall be no restriction on number or type of funds from which a paraeducator may be paid.
- 9.4 The basic work year for paraeducators shall coincide with the negotiated work year of the certificated employees, which includes professional development days as designated by the District calendar.
- 9.5 Paraeducators shall receive not less than a thirty (30) minute lunch period. Paraeducators assigned to special classes and who are required to remain with their classes during the regularly scheduled lunch period shall receive an equivalent amount of time off during the work day.
- 9.5.1 Each paraeducator shall be granted one (1) rest period, fifteen (15) minutes, during each continuous three hour period of assigned responsibility.
- 9.6 Paraeducators shall work and be paid for the full number of hours they regularly work in the event of a shortened school day or when school is canceled. Semester prep day shall be considered a regular work day.
- 9.6.1 Paraeducators will be paid for hours worked outside the assigned hours when approved in advance by the administrator responsible for the program budget required to pay for the additional hours.
- 9.7 Each paraeducator shall prepare and sign a monthly time report(s). Paraeducators may retain a copy of time reports at the time the report is submitted.
- 9.7.1 Each paraeducator shall notify his or her site administrator of absence at least thirty (30) minutes prior to the work day and record absence in the district's electronic absentee system.



- 9.7.2 Each paraeducator shall receive his/her payroll check electronically on the last working day of each month in which he/she worked. This may be sent electronically via secure email (stub) or direct deposit.
- 9.8 A paraeducator who is required to attend a faculty, department or district meeting which extends beyond his/her regular work day will be paid his/her applicable hourly pay for every hour or fraction thereof during which he/she is in attendance at said meeting.
- 9.9 A paraeducator shall be eligible to participate in activities, professional development or other conferences offered. If approved to attend, he/she shall be paid according to his/her regular hourly rate of pay for such attendance.
- 9.10 All paraeducators shall be appraised of conferences that could enhance the paraeducator's learning capabilities. Opportunities to attend will be granted to the extent funds are made available for this purpose.
- 9.11 The District and Federation shall work out a flexible method at each school of assuring that paraeducators work six hours while maximizing the direct service to students. Allowable methods include flexible starting times, longer lunch periods, release on minimum days, or other locally agreed upon options.

## ARTICLE 10. VACATIONS/RECESS AND HOLIDAYS

10.1 **Vacations/Recess.** Sufficient vacation days shall be granted to paraeducators to insure their regular pay through the winter and spring recesses.

### 10.2 **Holidays**

10.2.1 Paid holidays for paraeducators shall be:

Independence Day  
Labor Day  
Veterans' Day  
Admission Day\*  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
Lincoln's Day  
Washington's Day  
Spring Recess Day  
Memorial Day

**\*To be celebrated the day after Thanksgiving**

10.3 When one of the specified holidays falls on a Saturday, it shall be celebrated on the preceding Friday; when one of the specified holidays falls on a Sunday, it shall be celebrated on the following Monday.

10.4 In order to be eligible for a paid vacation/recess or holiday period, an employee must be in a paid status the day before and after the vacation/recess or holiday period.

## ARTICLE 11. LEAVES

### 11.1 Sick Leave

- 11.1.1 Members of the bargaining unit absent due to illness or injury must follow procedures established by their site administrator to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness. Except in the case of emergency, said notification shall be made not later than one-half hour prior to the start of the work shift.
- 11.1.2 Sick leave benefits will be granted to all paraeducator employees without pay deduction, on the basis of one day's leave for each month of service, including service in Summer School. Sick leave may be used only for personal illness, injury or quarantine.
- 11.1.3 Sick leave may be granted for absences due to medical or dental appointment, eye examinations or any professional medical services. An employee is to make an effort to schedule the appointment during off hours.
- 11.1.4 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year-to-year.
- 11.1.5 The employee shall provide, upon District request, verification of the use of these leave provisions. In instances of Sick Leave absence of six (6) consecutive days or more, an employee shall, upon completion of the District's absence form, attach a statement from his/her attending physician certifying the cause of absence.
- 11.1.6 An employee anticipating a future sick leave absence due to surgery or other predictable cause shall notify the District in writing as far in advance as possible of said absence, including appropriate medical verification.

### 11.2 Personal Necessity Leave

- 11.2.1 A maximum of seven (7) days of accumulated sick leave may be used in any school year for Personal Necessity Leave, including:
- 11.2.2 Death of a member of his/her immediate family, household member, close personal friend or a non-immediate family member (extension of bereavement leave).
- 11.2.3 Accident involving his/her person or property, or the person or property of a member of his/her immediate family or household member.
- 11.2.4 Appearance in court as a litigant. (Leaves of absence for court appearance as a witness, pursuant to subpoena, will be granted with pay pursuant to Section 11.5 and shall not be deducted from Personal Necessity Leave.)
- 11.2.5 Serious illness or accident to an immediate family member that requires the employee's absence from service.
- 11.2.6 Personal Necessity Leave may also be utilized for compelling personal circumstances or business which cannot be expected to be disregarded, which cannot be dealt with during off-duty hours, which represent an imminent danger to

the employee's immediate family/personal property, and which are not directly or indirectly related to any individual employee or Federation concerted activity (as referred to in Article 18 in this District or any other governmental or private agency).

- 11.2.7 Approval shall be obtained prior to the absence if at all possible. Upon return from an absence for personal necessity, as outlined above, the employees shall upon request file a written statement verifying the use of these leave provisions. One of the seven (7) annual days of personal necessity may be used without permission.

### 11.3 **Extended Sick Leave**

- 11.3.1 A paraeducator employee who is absent because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of fifty percent (50%) of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, when added to his/her accumulated sick leave, shall not exceed 100 working days in the fiscal year. It shall not be cumulative and shall be exclusive of any other paid leave, holiday, and vacation or authorized compensatory time to which the employee may be entitled. Absence because of accident or illness beyond the 100 working days shall be without pay.

- 11.3.2 The extended sick leave described above shall be granted to all paraeducator employees on July 1 of each year. It shall be prorated for employees working less than their scheduled work year.

- 11.3.3 Upon the approval of the District, an employee may return to his/her work classification on a limited day basis following an extended sick leave, for a period of up to one (1) year, provided that said employee produces written verification from his/her attending physician which states that the employee can perform said limited day duties without impairment and without any increased susceptibility to industrial accident injury or illness.

- 11.3.4 An employee who is unable to return to work with a medical release at the termination of sick leave shall either resign or shall request an unpaid medical leave.

### 11.4 **Maternity Leave.** Absences due to maternity leave are treated in the same manner as other illness or disability.

- 11.4.1 When an employee is in active service to the District, at the onset of said illness or disability accumulated sick leave may be used during that period of illness or physical disability as established and verified by the attending physician.

- 11.4.2 Not later than two (2) months prior to the expected date of delivery, notice of the anticipated absence shall be given to the supervisor in writing; such notice to be accompanied by a written statement from the physician establishing the dates of anticipated delivery and disability.

- 11.4.3 In the event the employee does not return to work when released from disability status by the physician; she shall request a leave of absence without pay for the remainder of the school semester.

- 11.4.4 No paid sick leave shall be allowed for absence beyond that disability period authorized by the physician.
- 11.4.5 Written requests for leave of absence without pay to begin at a period prior to the onset of disability related to birth, or following the end of the disability period after delivery, are to be made to the Superintendent as far in advance as possible, and in no event less than sixty (60) days in advance.

11.4.5.1 The District may at its discretion grant such unpaid leaves.

## 11.5 **Child Rearing Leave**

- 11.5.1 An unpaid leave of absence shall be granted to an employee following the birth or adoption of an infant child.
- 11.5.2 An employee giving birth to, or adopting an infant child, may submit a request for an unpaid leave of absence for the purpose of child rearing. Said request shall be submitted in writing to the Superintendent or designee as far in advance of the requested commencement of the leave as possible.
- 11.5.3 Unpaid child rearing leave shall be for not more than six (6) months including the disability time period, if applicable.

## 11.6 **Jury Duty**

- 11.6.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours.
- 11.6.2 Employees, so called for jury duty, must notify the immediate supervisor of the service dates upon receiving said notice from officers of the court.
- 11.6.3 The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.
- 11.6.4 Employees are required to return to work during the day, or portion thereof in which jury duty services are not required. An employee whose regular assigned shift commences at 4:00 p.m., or later, shall be relieved from work with pay in direct proportion to hours served that day on jury duty as verified in writing by officers of the court.
- 11.6.5 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- 11.6.6 All unit members are encouraged to exercise their responsibilities to the judicial system as jurors and the District supports its responsibility to provide jury duty leave. However, the Superintendent or designee may elect to exercise his responsibilities pursuant to the Education Code when he determines that service would be inimical to the education of students.

## 11.7 **Extended Leave**

- 11.7.1 A medical leave of absence without pay may be granted to an employee who, because of extended illness or temporary disability, is unable to perform his/her assigned duties. A written request for medical leave of absence shall be submitted to the District Office through the immediate supervisor for approval by the Board of Trustees. An employee on medical leave of absence shall be placed on a reemployment list for a period of thirty-nine (39) months. During the thirty-nine (39) months, when released for work, he/she must be employed over all other eligible candidates for positions in the classification of his/her previous assignment.
- 11.7.2 An employee who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an assignment in the classification held immediately prior to the start of extended leave shall be dismissed.
- 11.7.3 An employee on an approved unpaid medical leave of absence may continue coverage under District insurance programs by making the necessary premium payments.

## 11.8 **Military Leave**

- 11.8.1 Members of the bargaining unit shall be granted any military leave to which they are entitled under law. Employees shall be required to request the District for military leaves in writing, including appropriate military orders, as far in advance as possible.
- 11.8.2 Employees expecting to receive such orders shall attempt to request service dates that will cause a minimum disruption to District operations.
- 11.8.3 Upon return to this position in the District the employee shall have all the rights and privileges which he would have enjoyed had he not been absent from the District. He will advance on the salary schedule as if he had been working full time.

## 11.9 **Bereavement Leave**

- 11.9.1 The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family, or for the death of a relative. Immediate family shall mean: mother, father, grandmother, grandfather or grandchild of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.
- 11.9.2 Employees exercising this leave of absence provision shall notify their immediate supervisor as soon as possible as to expected duration of the absence and except by special arrangement the days are to be taken at the time of the family member's death.
- 11.9.3 An employee shall be granted one (1) day of fully paid leave to attend the funeral of a close personal friend or of a relative, other than a member of his/her immediate family or household. A unit member may use personal necessity leave for the deaths of other than immediate family as listed above without prior approval.
- 11.9.4 An employee shall be granted up to five (5) days of fully paid leave for a death in the employee's immediate family. In addition, the District may grant the following

bereavement leave benefits for a death in the employee's immediate family: for the sixth (6th) through the tenth (10th) consecutive day, half pay shall be granted if personal necessity leave is not used; for the eleventh (11th) consecutive day or more, the employee will receive no compensation.

11.9.5 Upon return to active service, the employee shall promptly complete the appropriate absence form and submit it to his/her immediate supervisor.

11.9.5.1 Employees shall provide, upon District request, additional verification of the use of this leave provision.

#### 11.10 **Industrial Accident and Illness Leave**

11.10.1 Notwithstanding any other provision of this Article, only permanent employees of the District will be eligible for Industrial Accident or Illness Leave as provided herein.

11.10.2 An employee who has sustained a job-related injury shall report the injury on the appropriate District form to the immediate administrator if physically able to within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.

11.10.3 Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same illness or accident.

11.10.4 Allowable leave shall not be accumulated from year to year.

11.10.5 Industrial Accident or Illness Leave shall commence on the first day of absence.

11.10.6 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

11.10.7 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

11.10.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

11.10.9 During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, an employee may utilize any available Sick Leave benefits providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.

11.10.10 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release form from the authorized Workers' Compensation physician certifying the employee's ability to return to his/her

position classification without restrictions or detriment to the employee's physical and emotional well-being.

#### 11.11 **Leave of Absence without Pay**

- 11.11.1 After completion of three (3) years of continued employment, a leave of absence without pay shall be granted to a permanent employee for up to one (1) year provided that the leave must be continuous and full-time. Partial and intermittent leaves will not be granted. This leave is not to be confused with employees who are either laid off or placed on a 39-month reemployment list for medical reasons.
- 11.11.2 An employee requesting such an extended Leave of Absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Trustees. The decision of the Board for approval or denial of these requests shall be final.
- 11.11.3 The granting of a leave of absence without pay gives to the employee the right to return to service within the employee's classification at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.
- 11.11.3.1 Employees shall only be eligible for a one (1) year leave every seven (7) years.
- 11.11.4 When an employee returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave benefits. The employee shall return to the appropriate salary schedule placement based on the number of years of service.

#### 11.12 **Federation Leave**

- 11.12.1 As defined and limited herein, up to eight (8) days per year of paid leave of absence shall be granted to the Federation President, or designee, for legitimate Federation purposes. The leave may not be used for matters contemplated in the Article 18 of this Agreement that involve the Oxnard Union High School District or any other public agency. Except in extenuating circumstances, two (2) days written and advance notice to utilize Federation Leave shall be submitted to the Superintendent.
- 11.12.2 In addition to the provisions in 11.12.1 above, the Federation may request eight (8) additional days of leave of absence per year for legitimate Federation business. The leave may not be used for matters contemplated in Article 18 of this Agreement that involve the District or any other public agency. For days of leave granted pursuant to this subsection, the Federation shall promptly reimburse the District for substitute salary costs.
- 11.12.3 Notwithstanding the provisions of sections 11.12.1 and 11.12.2 above, no one individual shall use more than ten (10) days per year for Federation Leave.

- 11.13 **Family Medical Leave Act.** Paraeducators who meet the eligibility criteria of the Family Medical Leave Act will be provided the benefits required by the law. Any reduction or increase in benefits provided by the law but not in this agreement shall be incorporated for purposes of administration of this agreement. It is the intent of the District and the Federation that all available leaves under this agreement shall be incorporated and run concurrently with those authorized by the FMLA. It is also the intent of the District that FMLA leave will also be co-



coordinated and run concurrently with the CMLA.

- 11.14 Notwithstanding any other provisions of sections 11.1, 11.2, 11.4, and 11.6 of this Article, an employee who has experienced an extended illness or injury absence, paid or unpaid, shall be permitted to return to service after said absence only upon presentation of a release from the attending physician certifying the employee's ability to return to his/her position classification without restriction or detriment to the employee's physical and emotional well-being.

In the event the District needs additional information to verify that the return to his/her position classification and the ability to perform the essential functions of the position, the District may request the employee to provide or authorize the employee's Doctor to provide the district information supporting the Doctor's release, which release shall be based upon the medical conditions supporting the ability to perform the essential functions of the position.

Should the employee decline to provide the information or authorize the employee's Doctor to provide the information, the District may at its expense require the employee to be examined by a District appointed physician.

- 11.15 The District will determine the necessity of obtaining a substitute for an absent paraeducator based upon the IEP (if relevant) for the student, the staffing level in the classroom, and opinion of the site or HR administrator. In the event a substitute is determined necessary, the District will utilize available substitutes from the lists created with the assistance of the substitute committee.

11.16 **Catastrophic Leave**

- 11.16.1 An employee who is suffering from a catastrophic illness or injury may request that eligible leave credits be donated for his/her use.

11.16.1.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

11.16.1.2 An employee who is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.

11.16.1.3 An employee suffering from a catastrophic illness or injury shall provide verification by means of letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of illness or injury.

11.16.1.4 A committee composed of three (3) paraeducators and two (2) administrators shall determine that the employee is unable to work due to catastrophic illness or injury or has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of sick leave credits.

- 11.16.1.5 The maximum benefit to be received by any employee for any single catastrophic illness or injury is two (2) consecutive semesters.
- 11.16.1.6 Any employee who receives paid leave pursuant to this program shall use any sick leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.
- 11.16.2 Catastrophic illness or injury is also defined as an illness or injury which incapacitates a member of the employee's immediate family as defined in Education Code § 44985.
  - 11.16.2.1 The catastrophic illness or injury must require that the employee take time off from work for an extended period of time to care for the immediate family member.
  - 11.16.2.2 The employee must exhaust all accrued paid leave credits before using donated leave credits.
  - 11.16.2.3 An employee whose immediate family member who is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.
  - 11.16.2.4 The employee shall provide verification of catastrophic illness or injury for his/her immediate family member by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
  - 11.16.2.5 The Superintendent or designee shall determine that the employee is required to take time off work for an extended period of time to care for the immediate family member and has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of accrued sick leave credits.
  - 11.16.2.6 The maximum benefit to be received by any employee for any single catastrophic illness or injury of an immediate family member is two (2) consecutive semesters.
  - 11.16.2.7 Any employee who receives paid leave pursuant to this program shall use any sick leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.
- 11.16.3 Employees may donate leave credits to a specific employee when that employee or a member of his/her immediate family suffers from a catastrophic illness or injury, the employee is unable to work, and the employee has exhausted all accrued paid sick leave credits.
  - 11.16.3.1 Eligible leave credits are defined as vacation or work time, which includes Planning Time.
  - 11.16.3.2 Eligible leave credits are to be donated in full one-day increments.

- 11.16.3.3 An employee wishing to donate accrued leave credits to a specific employee under this agreement shall complete, sign, and deliver a form designating the number of leave credits to be donated acknowledging that his/her transfer of used leave credits is irrevocable.
- 11.16.3.4 The committee shall inform employees of the means by which donations may be made in response to the employee's requests.
- 11.16.3.5 Sick leave donations will be time and date stamped as received by the Human Resources Office. All sick leave donations will be used in order of receipt. In the event that more sick leave is donated than is needed, the sick leave will be returned to donors in reverse order of receipt of donation.
- 11.16.3.6 To ensure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall preserve their accumulated sick leave at a minimum of twenty (20) days.
- 11.16.4 **Association Leave.** “Paraeducators will be granted leave “to attend any important organizational activity,” but only if all of the following circumstances exist:
1. Federation makes the request for the leave;
  2. The Federation has authorized the use of leave for that organizational activity;
  3. The Federation provided “reasonable notification” when it requested the leave; and
  4. Only a “reasonable number” of ParaEducators are on this type of leave at a time.

The Federation—must reimburse the employer District for “all compensation,” including retirement contributions, paid to any ParaEducator on account of his or her use of association leave and must do so within ten days of the District’s receipt of the District’s certification of payment to the ParaEducator.

Furthermore, association leave used for ParaEducators to serve as elected officers will only result in those ParaEducators getting full service credit in PERS if the ParaEducator/Federation officer made “a *written request* to the District for a leave of absence for the period of the elected-officer service” and the Federation reimbursed the employing District for its retirement contributions to PERS for the the ParaEducator during the association leave period

## ARTICLE 12. TRANSFER

- 12.1 **Definition.** A transfer is defined as a change of job site but within the same position classification.
- 12.2 **Criteria for Transfer.** The following criteria shall be used in consideration of transfer requests:
- 12.2.1 The needs and efficient operation of the District.
  - 12.2.2 The contribution the staff member can make in the new position.
  - 12.2.3 The qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated.
  - 12.2.4 The length (seniority) of the service rendered to the District by the employee.
  - 12.2.5 Quality of service. Quality of service will be indicated by the most recent evaluation which cannot contain either a rating of needs improvement or unsatisfactory.
  - 12.2.6 The recommendation of the immediate supervisor to whom the employee is currently responsible, and the immediate supervisor where the vacancy exists.
  - 12.2.7 The preference of the employee.
- 12.3 **Employee Initiated Transfer Requests.** Any employee covered by this Agreement shall have the privilege of requesting a transfer to any job location within the same position classification, subject to the following conditions:
- 12.3.1 Submission of a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for one (1) year from date submitted to the Human Resources Office.
  - 12.3.2 An employee's request for transfer shall bear the signature of that employee's present immediate supervisor.
  - 12.3.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
  - 12.3.4 An employee may request transfer to a vacancy within his/her classification that represents a longer work schedule.
  - 12.3.5 Voluntary transfer requests shall not be processed in situations that might impede the recall of laid-off employees.
    - 12.3.5.1 Employee initiated transfer will be limited to no more than one transfer per year.

## 12.4 **Employer Initiated Transfers**

- 12.4.1 After consultation with the Federation, a transfer may be made by the District at any time for any of the following reasons:
  - 12.4.1.1 A change of enrollment or workload necessitating transfer of paraeducator staff.
  - 12.4.1.2 Improved efficiency of the District.
- 12.4.2 In cases where a particular employee must be transferred involuntarily, when all transfer criteria are judged equal by the District, and when there is no suitable volunteer, the least senior employee within a given classification at a particular job site shall be involuntarily transferred.
- 12.4.3 An employee may request of the Superintendent or his/her designee a conference or a written statement regarding reasons for the involuntary transfer.
- 12.4.4 In the exercise of this right of involuntary transfer, the District shall not act in a manner that is arbitrary, capricious or discriminatory.
- 12.4.5 No ParaEducator shall be involuntarily transferred more than once per year. In cases where all transfer criteria are judged equal, and when there is no suitable volunteer, the next least senior unit member within a given classification at a particular job site shall be involuntarily transferred.
- 12.5 County Paraeducators hired during the 1993-94 school year who worked with high school or post-secondary Oxnard High School District students within twenty-four (24) months of July 1, 1993 will be provided seniority credit for the purposes of voluntary and involuntary transfer seniority.

## **ARTICLE 13. PAY AND ALLOWANCES, AND FRINGE BENEFITS**

### **13.1 Salary Schedule Parity Agreement**

The District agrees for the duration of this agreement to provide the percentage amounts generated from the certificated formula. If the certificated formula indicates that reductions are necessary, the District agrees to meet with Federation and attempt to negotiate mutual alternatives prior to taking personnel actions.

13.2 Paraeducators shall be paid according to the schedule listed in Appendix B, effective the date of ratification.

13.3 The District agrees to adjust the salary schedules by the same percentage applied to the certificated salary schedules. If the certificated formula indicates that reductions are necessary, the District agrees to meet with Federation to consider available options, and if an agreement cannot be reached not to implement the reductions prior to impasse.

13.4 All employees shall receive checks directly deposited and/or paystub electronically on the last working day of the month as determined by the County Office of Education.

13.5 District shall compensate employees for mileage incurred in the performance of their duties as established by Board policy.

13.6 A paraeducator shall be compensated when directed by the District to attend training conducted outside of work hours unless the training is part of the minimum qualifications for the position.

13.7 The fringe benefit program shall include: Dental, Medical, Life and Vision insurance.

13.7.1 Employees in 4-5 hour positions shall have 50% of the cost of benefits paid by District.

13.7.2 Employees in 6-hour positions shall have 75% of the cost of benefits paid by District.

13.7.3 Employees in 6-hour positions with ten (10) complete years of service shall have 100% of District paid fringe benefits. County paraeducators hired during the 1993-94 school year with five (5) or more years of county experience who worked with high school or post-secondary Oxnard High School District students within twenty-four (24) months of July 1, 1993 will be provided seniority credit for the purposes of earning 100% District paid fringe benefits.

13.7.4 Employees in 8-hour positions shall have 100% of District paid fringe benefits.

13.8 The District and Federation shall establish a joint study committee to review possible cost containment provisions for fringe benefit coverage and carriers. If the District and the Federation mutually agree on cost containment revisions, said agreement shall be reduced to a Side Letter of Agreement. The joint study committee referred to herein shall be ongoing in its review of the fringe benefit program.

### **13.9 Retirement Benefits**

13.9.1 The District agrees to provide for all paraeducators hired prior to May 15, 1990 who work six (6) or more hours, have fifteen (15) years without a break in service in the District, and retire (by participating in the Public Employees Retirement

System (PERS) at or after age 55, shall be incorporated in the overall program of retiree medical benefits including all of the benefits and benefit restrictions applicable which is agreed upon with the combined negotiating teams from the Federation.

13.9.2 Employees hired after May 15, 1990 who retire (by participating in PERS) at or after age 55 and have fifteen (15) years without a break in service in the District will be eligible for a Medicare risk supplemental policy equal to other bargaining unit employees with the Oxnard Labor Management Trust after the paraeducator is covered for Medicare and Medicare assumes the primary responsibility for payment of health benefits..

13.9.3 A paraeducator hired after May 15, 1990 who is vested in the plan and retires upon leaving the service of the District (by participating in PERS) prior to becoming eligible for Medicare health benefits retains his or her eligibility for the Medicare risk policy, but will be provided no paid "bridge" coverage if required from the time of retirement until Medicare eligibility.

The terms of the current collective bargaining agreement are modified as necessary to coincide with the agreements reached with the Federation, including but not limited to the requirement to contribute toward the cost of current benefits based upon the appropriate proration and the requirement to pay for PPO coverage in addition.

13.9.4 No program of health benefits for retirees may exceed that offered to active unit members.

13.9.5 A "**break in service**" occurs when an employee is voluntarily or involuntarily separated from the District.

13.9.6 The District agrees to institute an IRC 125 program which would allow pretax contributions for child or elder care expense. To the extent feasible, an employee who is required to pay a portion of the health benefits will be automatically enrolled in the IRC 125 unless he or she notifies the District that he or she does not want to participate.

## **ARTICLE 14. EMPLOYEE SAFETY**

- 14.1 It shall be the employee's responsibility to report to the principal any observed unsafe physical conditions in the buildings or on the school premises.
  - 14.1.1 The report should be done verbally as soon as the condition is recognized.
  - 14.1.2 The employee shall file a maintenance repair request with his/her appropriate supervisor. One copy shall be retained by the employee and one forwarded to the Federation.
  - 14.1.3 Work/repair requested shall be done within a reasonable period of time.
  - 14.1.4 A copy of the completed maintenance repair request shall be forwarded to the Federation.
- 14.2 It shall be the employer's responsibility to: investigate employee reports, as described herein, and assess the physical condition reported; and to take appropriate action and correct unsafe conditions whenever financial resources allow and when it is administratively practical following appropriate safety condition regulations as set forth by the California Occupational Safety and Health Act, Board policy and administrative regulations of the District.
- 14.3 It shall be the obligation of each employee to work in a safe manner and not create hazards.
- 14.4 It shall be the responsibility of any employee who is the victim of an assault or battery in connection with his/her employment to:
  - 14.4.1 Verbally report the incident to the principal and/or immediate supervisor at the earliest possible time.
  - 14.4.2 Submit a written report of the incident to the principal and/or immediate supervisor at the earliest possible time.
- 14.5 It shall be the responsibility of the principal and/or the immediate supervisor to report the incident to the Superintendent's office and such other authorities as deemed appropriate with the least possible delay.
- 14.6 It shall be the responsibility of the District to provide, upon request by the involved employee(s), appropriate non-confidential information relating to an incident of assault and/or battery.
- 14.7 Except in disaster or emergency situations, the District shall not require an employee to work in a life-endangering condition.
- 14.8 In the event that unhealthful conditions cause the dismissal of student and certificated staff members, paraeducator personnel shall be dismissed from their duties, without loss of pay for the remainder of the day, after safe departure/delivery of students.
- 14.9 Paraeducators shall be allowed to participate in all disaster and earthquake drills, including leaving the campus or work locations for the remainder of the day if students and certificated personnel are allowed to do so.
- 14.10 To the extent required by law or otherwise in the absolute discretion of the District, when an employee is included in litigation which asserts liability for nonintentional or nonwillful acts



occurring within the course and scope of employment, the District will provide a defense if the employee gives the District control of the litigation including but not limited to the right to compromise and settle the matter on terms acceptable to the District.

- 14.11 When unit member vehicles are parked in District designated parking areas, the District will reimburse vehicle vandalism provided (1) that the unit member must report the vandalism immediately, so that a reasonable determination may be made that the vandalism occurred at the time in the designated parking space; and provided (1) that the unit member files and provides a copy of a policy report to the District. The amount of the reimbursement for the unit member will be limited to the amount the unit member's insurance deductible or five hundred dollars (\$500) whichever is less. No unit member may receive reimbursement more than once every six (6) months.

## **ARTICLE 15. SUMMER SCHOOL**

- 15.1 Any paraeducator positions available for summer school shall be sent electronically and posted on the district's website as set out in Article 16. All information regarding hours and job classification, as well as date of deadline for application shall be included in notice. A list of these paraeducator summer school openings shall also be emailed to the Federation.
- 15.2 The selection of paraeducators during the summer/extended year shall be on the basis of seniority; provided however the positions will be rotated annually to those not employed the prior summer until all qualified paraeducators have had an opportunity to serve. "Qualified" is defined as having the necessary skill and experience to perform the requirements of the position successfully. The District will not rotate summer employment when the specialized requirements of the position demand specialized skills.
- 15.3 A paraeducator working in a summer position shall be paid according to the appropriate column on the salary scale to which he/she was assigned at the end of the regular school year until September 1, at which time he/she shall advance to the next appropriate column indicating another completed year of service.
- 15.4 Paraeducators who are selected to work summer session (s) will earn one day per session based on the summer school hours. For example, if a paraeducator works four (4) hours per day in one session, s/he will be granted four (4) hours of sick leave for the session (s) worked. This only applies if the paraeducator works at least 75% of the session.
- 15.5. Paraeducators who utilize sick leave and/or Personal Necessity (PN) during summer session (s) will not be compensation for the missed time.

## ARTICLE 16. JOB POSTINGS

### 16.1 **Posting of Notice**

- 16.1.1 Notice of all job vacancies available to candidates from within the District shall be sent electronically and/or emailed from the principal's secretary and posted on the District website in the Employment section and bulletin boards in prominent locations at each District job site, unless a vacancy for the same class has been posted within the last 90 days.
- 16.1.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 16.1.3 An individual's non-receipt of electronic notifications or notification by bulletin board posting at a job site is not grievable under this Article provided the District has complied with the electronic postings required in Article 16.1.1.

### 16.2 **Filing**

- 16.2.1 Any employee in the bargaining unit may file for the vacancy by submitting a District application form to the Human Resources Division within the filing period.
- 16.2.2 The District will continue its practice of individual notification in those cases where written requests for transfer or promotion and an email address have been filed with the District.

## ARTICLE 17. GRIEVANCE AND ARBITRATION PROCEDURES

- 17.1 **General Provisions.** A grievance is defined as an alleged violation, misapplication or misinterpretation by a unit member or the Federation that the District has violated a specific term of this Agreement and that by reason of such violation the grievant believes that his or her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement,
- 17.1.1 The respondent in all cases shall be the District itself rather than any individual. The Federation may grieve only: with respect to an alleged violation, misapplication or misinterpretation by the District of a term of Article III, Federation Rights, or any other Federation right provided for in this Agreement; or on behalf of a grievant, if requested in writing, to carry the grievance on his/her behalf. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.
- 17.2 **Informal Level.** Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with his or her immediate administrator. Either the grievant or immediate administrator may have a witness present at said informal conference providing twenty-four (24) hours advance notice is given to the other party.
- 17.3 **Formal Level**
- 17.3.1 **Level I**
- 17.3.1.1 If an employee wishes to initiate a formal grievance, he/she must do so within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator. If neither the grievant nor the Federation had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the ten (10) day time limit shall begin to run on the date upon which either the grievant or Federation knew or could with reasonable diligence have known of the occurrence.
- 17.3.1.2 The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; and the specific remedy sought. The written statement described herein shall be submitted on a jointly-developed Grievance Form provided by the District, and said statement shall not be changed at later levels of the grievance and arbitration procedure, as described in this Article.
- 17.3.1.3 Either party may request a personal conference with the other party. The administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.
- 17.3.2 **Level II**

- 17.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his/her designee within ten (10) workdays after the termination of Level I.
- 17.3.2.2 This written appeal described herein shall be submitted on a Level II Grievance Form provided by the District, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference.
- 17.3.2.3 The Superintendent or designee shall communicate a written decision within ten (10) workdays after receiving the appeal and such a decision will terminate Level II.

#### 17.4 **Arbitration**

- 17.4.1 A grievance which is not settled at Level II, and which the Federation desires to contest further, shall be submitted to binding arbitration as provided herein, but only if the Federation gives written notice to the District of its desire to arbitrate the Grievance within ten (10) workdays after the termination of Level II. It is expressly understood that the only matters which are subject to binding arbitration are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Level II shall not constitute a waiver by the District of a defense that the dispute is not grievable. However, District failure to raise such an arbitrability or grievability issue at Level I shall constitute a waiver of non-arbitrability or non-grievability at subsequent levels of this procedure.
  - 17.4.1.1 Upon the mutual and written agreement of the District and the Federation, the parties may elect to utilize the expedited arbitration procedures of the American Arbitration Association.
  - 17.4.1.2 Either party within the time lines after the conclusion of Level II of this process may request mediation of the grievance. If made, the District shall contact the State Mediation and Conciliation Service and request the assignment of a mediator. The District shall consult with Federation regarding which mediator is assigned.
- 17.4.2 **Selection of Arbitrator.** The District and the Federation agree to request from the State Mediation and Conciliation Service an odd numbered panel of arbitrators qualified to render a decision in the public schools of California. The order of striking shall be determined by lot. The last name remaining shall serve in accordance with the procedures of SMCS. If either the District or the Federation wants to reject the entire list before striking, a request for another panel will be forwarded to SMCS. If for some reason that arbitrator cannot serve, a new list shall be requested from SMCS and the above process begun again.
- 17.4.3 **Motion to Dismiss.** The District may claim that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions.

17.4.4 **Limitations Upon Arbitrator.** The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, misinterpretation of this Agreement in the respect alleged in the Grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for an arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

17.4.4.1 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable.

17.4.4.2 No decision rendered by the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the ten (10) day period specified in Level I of the grievance procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

17.4.4.3 The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

#### 17.5 **Arbitrator's Decision, Board Review**

17.5.1 The decision of the arbitrator within the limits herein prescribed shall be binding.

17.5.2 The grievance and arbitration procedure described above is to be the Federation's and a unit member's sole and final remedy for any claimed breach of this Agreement.

17.5.3 Disciplinary matters will remain the final authority of the Board of Education pursuant to Education Code ' 45113 and not be subject to binding arbitration.

17.6 **Expenses.** All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

17.7 **Failure to Meet Time Limits.** Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.

- 17.8 **Federation Representation.** In situations where the Federation has been requested in writing not to represent the grievant, the District shall not agree to a final resolution of the grievance until the Federation has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.
- 17.9 **Reasonable Released Time.** Grievance meetings normally will be scheduled by the District so as not to conflict with assigned duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's Central Office, the District shall provide released time with no loss of pay to one authorized representative of the Federation so that the session can be accommodated within such business hours.
- 17.10 **Confidentiality.** In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through binding arbitration, neither the grievant nor the Federation nor the District shall make public either the grievance or evidence regarding the grievance.
- 17.11 **No Reprisal.** There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.
- 17.12 **Grievance Files.** The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.
- 17.13 District will provide reasonable released time for the preparation of a grievance when such preparation is not possible during non-working hours.

## **ARTICLE 18. CONCERTED ACTIVITIES**

- 18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Federation, or by any of the Federation's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.2 The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Federation agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 18.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to an including termination by the District.
- 18.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any employee and/or the Federation, and to take any other emergency action as needed.
- 18.5 It is also agreed that there will be no lock-out of employees during the term of this Agreement.



## **ARTICLE 19. EFFECT OF AGREEMENT**

- 19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State laws to the extent permitted by State law and that except as expressly provided by specific provisions of this Agreement, all lawful practices, procedures and regulations are discretionary within the District.
- 19.2 The District and the Federation shall make a mutual effort to work together regarding implementation and interpretation of this Agreement. The consultation process shall be the vehicle for this process.

## **ARTICLE 20. CLASSIFICATION OF EMPLOYEES**

- 20.1 Unless mutually agreed to by the parties, the District shall make only "housekeeping" type changes in the existing job description such as title changes or the dropping of titles if classes are abolished.
- 20.2 Unless mutually agreed to by the parties, the District shall not make substantive changes in the existing bargaining unit description.
- 20.3 With regard to classifications created after ratification of this Agreement, the parties shall attempt to agree regarding unit inclusion or exclusion. If they are unable to agree, the issue may be submitted by either party to the Public Employment Relations Board for resolution. If the parties agree that a newly created classification is to be included in the unit, they shall meet and negotiate regarding the salary range of said class.
- 20.4 Every unit member shall be provided with a job description that accurately reflects the job which he or she performs.

## **ARTICLE 21. SAVINGS**

- 21.1 If any provisions of this Agreement are held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect. The District and the Federation agree that they will meet within thirty (30) days of said court decision to bargain about the severed portion(s) of the Agreement.

## **ARTICLE 22. SUPPORT OF AGREEMENT**

- 22.1 The District and the Federation agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Federation will support this Agreement.

## **ARTICLE 23. COMPLETION OF MEET AND NEGOTIATION**

- 23.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, subject to the reopeners stated below, the District and Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 23.2 When there is an agreement on the certificated contract, Article 3, there shall be automatic reopeners to bring this and all contracts in alignment regarding communication and notices, and membership list.
- 23.3 When there is an agreement on the effective dates of the certificated contract, there shall be automatic reopeners to bring this and all contracts in alignment on effective dates of the contract.

## **ARTICLE 24. TERM AND RENEGOTIATIONS**

- 24.1 This Agreement shall remain in full force and effect from October 1, 2012 to and including September 30, 2011; and thereafter shall continue in effect from year to year, unless and until one of the parties notifies the other in writing no later than March 15, 2015, of its request to modify, amend or terminate the Agreement.
- 24.2 If the Federation desires to open negotiations for a successor agreement, it shall present to the District twelve (12) copies of its full and complete proposal for said successor Agreement during the month of March, 2015.

## ARTICLE 25. EFFECTS OF LAYOFF

### 25.1 Layoff and Reemployment

- 25.1.1 **Reason for Layoff.** The District will notify the Federation of any contemplated layoff due to lack of funds or lack of work. The only reason for layoff or a reduction of assigned hours shall be lack of funds or lack of work which shall be determined in line with CSEA v. Pasadena.
- 25.1.1.1 Length of service shall mean years in paid status within a class.
- 25.1.1.2 County Paraeducators hired during the 1993-94 school year who worked with high school or post-secondary Oxnard High School District students within twenty-four (24) months of July 1, 1993, will be provided seniority credit for the purposes of layoff seniority.
- 25.1.2 **Notice of Layoff. Consistent with Education Code section 45117,** any layoffs shall take place upon sixty (60) days written notice. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff, and information on his/her displacement rights, if any, and reemployment rights.
- 25.1.3 **Order of Layoff.** Layoff or a reduction in assigned hours will be based on seniority in class. Employees with the least number of years of District employment within a class will be the first to be laid off or have a reduction in assigned hours if necessary, because of lack of work or lack of funds. Those laid off would be eligible for reemployment for a period of thirty-nine (39) months in inverse order of layoff.
- 25.1.4 **Equal Seniority.** If two (2) or more permanent employees subject to layoff have equal class seniority, the layoff determination of rights shall be determined on the basis of relative quality of evaluations, then by lot.
- 25.1.5 **Reemployment Rights.** Permanent laid-off employees are eligible for reemployment in the class form which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other employment in the classifications affected by said layoffs.
- 25.1.6 **Notification of Reemployment.** An employee who is laid off and is subsequently eligible for reemployment as provided for herein, shall be notified in writing by the District.
- 25.1.7 **Employee Notification to the District.** An employee shall notify the District in writing of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within ten (10) days as provided for herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline two offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all reemployment rights.

- 25.1.8 **Reemployment.** Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher position.
- 25.1.9 Layoff as used herein shall refer to separation from service or reduction in assigned time.
- 25.1.10 Subject to insurance carrier approval, fringe benefit coverage, if currently provided, shall continue for thirty (30) days for those unit permanent members who have worked a full school year and who are given layoff notice as a result of a reduction in force action by the Board on or before June 1 of the previous school year, provided said employee does not accept gainful employment elsewhere during the thirty (30) day period.
- 25.1.11 Employees given a notice of intended non-reemployment shall be entitled to use three (3) days of available personal necessity leave for purposes of bona fide job interviews with other prospective employers.
- 25.2 The District and the Federation each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction in force actions and effects related thereto even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



## ARTICLE 26. PROFESSIONAL GROWTH

- 26.1 The District is committed to support professional growth to increase the knowledge, understanding, and skills of all district paraeducators in order to improve student achievement.
- 26.1.1 Professional growth is credited through a series of stipends or a certificate.
- 26.1.1.1 One stipend is earned for every 15 professional growth credits.
- 26.1.1.2 A certificate is earned by meeting the requirements as outlined in 26.5.
- 26.1.2 Professional growth may be achieved through participation in the following activities, which must be approved in advance:
- 26.1.2.1 College courses
- 26.1.2.2 Workshops, seminars and conferences
- 26.1.2.3 Adult education courses
- 26.1.3 A professional growth plan must be approved in advance in writing by the District.
- 26.2 Criteria: Approval of professional growth plans will be based upon:
- 26.2.1 Subject matter related to student instruction
- 26.2.2 The employee's current assignment
- 26.3 Professional Growth Credits
- 26.3.1 Eighteen (18) clock hours of coursework or conference/seminar/workshop participation shall constitute the equivalent of one professional growth credit. Attendance must be approved in advance by Human Resources.
- 26.3.2 An official certificate of completion and a written report must be submitted to earn credit for participation in a conference, seminar, or workshop. The certificate must indicate the number of hours completed.
- 26.3.3 An official transcript shall be required for course credit.
- 26.3.4 A maximum of fifteen (15) professional growth credits may be earned during a period of two (2) years. The two-year period ends on May 31 of the second year of each stipend level. Five of the 15 growth credits may be earned in workshops.
- 26.4 Stipends
- 26.4.1 The stipends for professional growth are:  
Stipend Level 1 \$300  
Stipend Level 2 \$200  
Stipend Level 3 \$175
- 26.4.2 Stipends are cumulative. No employee may earn more than three professional growth stipends.
- 26.4.3 The professional growth stipend(s) shall be paid annually in one lump sum in June of each year. Those employees who work less than a six (6) hour day shall receive a prorated stipend.

26.5 District Professional Growth Certificate

- 26.5.1 To encourage participation in continuing education, the district will offer a professional growth certificate for completion of 18 units of college coursework as outlined below.
- 26.5.2 Coursework must be approved in advance by the Human Resources Department. Coursework completed prior to employment will not be considered for professional growth.
- 26.5.3 Qualifying coursework for paraeducators working in the high school classroom must include 1 course from each of the following subjects: English, mathematics, and literature. Electives may include courses in education, computer technology, conversational Spanish, psychology, multicultural studies, English Language Learners and disability/special education studies.
- 26.5.4 A maximum of three (3) units of work experience as a paraeducator in the District may be credited toward this certificate after a minimum of two years of employment.
- 26.5.5 Paraeducators who complete the coursework described in 26.5.3 and 26.5.4 are to submit official transcripts to Human Resources. Upon verification, 7.5% will be added to the employee's base hourly wage beginning the first day of the semester following verification.

26.6 Limitations

- 26.6.1 Any paraeducator who has a signed Professional Growth Plan approved prior to the ratification of this agreement may continue with those approved activities. All other paraeducators must obtain written approval on the district form prior to enrolling in any professional growth activity intended to earn either a certificate or a stipend.
- 26.6.2 Current unit members hired prior to May 1, 1990, may be granted credit for coursework taken prior to that date as determined by individual evaluation. The maximum allowable will be at fifty percent (50%) of those professional growth credits earned before May 1, 1990. Past credits will be allowed only for Stipend Level 1, not the professional growth certificate.

26.7 The District will continue its commitment to supporting paraeducators who wish to pursue their education to become teachers in the OUHSD.

## ARTICLE 27. MISCELLANEOUS

- 27.1 Appropriate orientation shall be provided for newly hired paraeducators as soon as practical after their assignment.
- 27.1.1 **Job Shadowing.** For the purpose of orientation, newly-employed paraeducators may job "shadow" a currently-employed paraeducator working in the same program at their worksite for one day prior to beginning their assignment.
- 27.2 Paraeducators shall not serve as substitute teachers unless they hold an appropriate credential.
- 27.3 The District agrees to a paraeducator hiring preference as teachers within the District provided that the paraeducator receives the recommendation of the site administrator most recently responsible for the evaluation of the paraeducator.
- 27.3.1 The hiring preference shall consist of the right to be interviewed for positions the paraeducator applies for which the paraeducator holds the requisite minimum qualifications.
- 27.4 A paraeducator will be trained prior to providing healthcare procedures both generally and specifically by a healthcare professional. "Generally" in that training in the provision of the generic service will be provided and "specifically" in that training will be provided on how to administer the procedure to a specific student. At the conclusion of the training program and only after a paraeducator has demonstrated mastery of a procedure will that paraeducator be certified in writing as qualified to render the service.

## ARTICLE 28. PROGRESSIVE DISCIPLINE

- 28.1 The District has the right and responsibility to take disciplinary action where there are instances of misconduct, or refusal to obey the laws of the State or regulations prescribed for the government of public schools by the State Board of Education, the Governing Board of the Oxnard Union High School District, administrative rules, or this agreement.
- 28.2 "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without his voluntary consent, except a layoff for lack of work or lack of funds. Disciplinary action does not include suspension pursuant to Education Code § 45304—i.e. when an employee is charged with a mandatory leave of absence offense or administrative leave.
- 28.3 Employees with permanent status shall be progressively disciplined. Probationary employees may be released summarily.
- 28.4 The employee shall be informed by written notice of the specific charges against him or her in compliance with Education Codes § 45113 and 45116; i.e. be given a statement of his or her right to a hearing on such charges, and the time within which such hearing may be requested which shall be not less than five (5) days after service of the notice to the employee. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges. Employees may be relieved of responsibility prior to a hearing either with or without pay.
- 28.5 Serious violations of 20.6 shall bypass the progressive discipline procedures.
- 28.6 Grounds for discipline of any person employed in the classified services include, but are not limited to, the following:
- (a) Continued unsatisfactory performance of duties of his/her position.
  - (b) Insubordination (including, but not limited to, refusal to do assigned work).
  - (c) Negligence in the performance of duty or in the care or use of District property.
  - (d) Offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
  - (e) Dishonesty.
  - (f) Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work while being under the influence of alcohol.
  - (g) Possession of, abuse of, being under the influence of, or current addiction to a controlled substance.
  - (h) Engaging in political activity during assigned hours of employment (Education Code § 7054)
  - (i) Conviction of any offense contained in Education Code § 44940.
  - (j) Conviction of any crime involving moral turpitude.
  - (k) Repeated unexcused tardiness or chronic absenteeism or abuse of leave privileges.

- (l) Falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records.
- (m) Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.
- (n) Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- (o) Willful or persistent violation of rules and regulations of the District.
- (p) Abandonment of position (absence without leave for more than five [5] days)
- (q) Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
- (r) Inability to perform the essential functions of the position with reasonable accommodation
- (s) Possession of a weapon, threatening other employees or students, engaging in any behavior which suggests that the employee could be a harm to himself or others

28.7 Appeal Process: An employee has the right to appeal a recommendation for disciplinary action. The following hearing process will be utilized. Such appeal may be initiated by the employee by filing a written request on a form provided by the District with Human Resources within five (5) working days of the issuance of such a recommendation. The District has the burden of proof.

28.8 Progressive discipline shall include the following:

- 28.8.1 Level 1. A verbal warning from site and/or District administrators at a meeting where a Federation representative may attend should the unit member so request. The administrator shall maintain a record of the warning in a site file.
- 28.8.2 Level 2. Written warnings shall not be subject to the hearing process contained below. Written warnings shall be signed by the unit member receiving them, placed in the site file, and attached to any subsequent discipline of the unit member for inclusion in the unit member's site file to be used for support of disciplinary actions. A unit member may attach a rebuttal to the written warning. Both the warning and the rebuttal shall be placed in the site file.
- 28.8.3 Level 3. A written reprimand may be issued for a repeated infraction or violation. A written reprimand shall be signed by the unit member and placed in the personnel file. The unit member may respond in writing and have that writing attached to the reprimand and placed in the personnel file.
- 28.8.4 Level 4. A unit member may be suspended without pay, or have other corrective disciplinary action(s) consistent and appropriate for the type and severity of the offense. The employee shall sign the Level 4 notification.
- 28.8.5 Level 5. A unit member may be terminated for serious or repeated violations.

- 28.8.5.1 If a unit member requests a hearing, a panel of three (3) Oxnard Union High School District employees shall be appointed to review the evidence and determine whether discipline is appropriate. It shall be within the authority of the panel after having reviewed the evidence to recommend to the Board of Education whether the discipline is appropriate. Prior to the presentation of the case, at the request of either the District, the Federation, or the accused unit member, a mandatory settlement conference shall be held to explore a possible compromise. Settlements shall be in writing.
- 28.8.5.2 The panel shall be composed of one member appointed by the District, one member appointed by the Federation, and one member appointed by the two (2) panel members from a pool of trained classified/paraeducator disciplinary panel members appointed bi-annually by the Federation and the District.
- 28.8.5.3 Unit members shall be entitled to representation. However, the District and the Federation intend that hearings not be courtroom dramas. The formal rules of evidence don't apply, and only key witnesses will be allowed to testify in front of the panel. All others will have their testimony conveyed to the panel by oath or affirmation given under penalty of perjury (a declaration). In the event of a dispute over whether a witness may testify, the panel's determination shall be final. The total time for the hearing is restricted to two (2) hours (unless the panel specifically determines additional time is necessary). The panel shall cause an audio recording to be made of the entire proceeding which shall serve as the official record. Copies shall be made available to both the Federation and the District. The Board may order a transcript of the hearing prepared for its review and use that transcript in lieu of the audio recording.
- 28.8.5.4 Order of Case
- Opening Statements.
  - District presentation of witnesses and evidence.
  - Panel questions.
  - Accused questioning. (Limited to ten (10) minutes without panel approval for extension.)
  - Accused presentation of witnesses and evidence.
  - Panel questions.
  - District questioning. (Limited to ten (10) minutes without panel approval for extension.)
  - District final statement.
  - Accused final statement.
  - Panel questions on any topic (optional).
- 28.8.5.5 The panel shall provide a written recommendation for discipline which contains findings of fact on key issues within five (5) calendar days of the hearing.

28.9 It is intended that the decision of the panel is advisory upon the Board of Education. The Federation, the unit member, or the District may appeal the recommendation of the Panel to the Board of Education with five (5) days of the final decision by stating the grounds of the appeal in no more than two double spaced pages.

28.10 The Board of Education may allow additional evidence, or make its decision based upon the panel's findings of fact and/or record of the prior hearing. Any deliberations of the Board shall

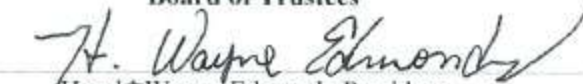
be confidential; however any new evidence considered by the Board shall be in the presence of the unit member and/or the Federation. If the Board determines that the discipline is not warranted, no record of the incident leading to the proposed discipline shall be contained in the unit member's personnel file.

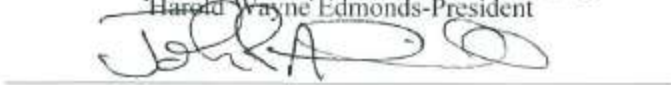
- 28.11 The Board shall prepare findings of fact and issue a written decision. The burden of proof shall remain with the District provided however, that the Board's final determination of the sufficiency of the cause for disciplinary action shall be conclusive as set out in Education Code § 45113.

# SIGNATURES

Board Approved: February 13, 2013

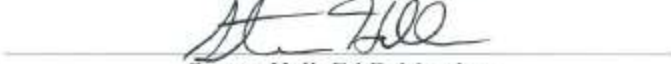
## Oxnard Union High School District Board of Trustees

  
Harold Wayne Edmonds-President

  
John Alamillo-Vice President

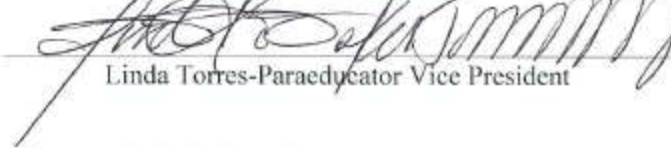
  
Socorro Lopez Hanson-Clerk

  
Gary Davis, Ed.D-Member

  
Steven Hall, Ed.D-Member

## Oxnard Federation of Teachers and School Employees Executive Board

  
Wesley Davis-President

  
Linda Torres-Paraeducator Vice President

Joshua Chancer-Secretary

Joseph Carroll-Treasurer

  
Angel Calvo-Executive Director





## TECHNIQUES OF APPRAISAL

The observation and evaluation of an employee's work performance is one of the primary responsibilities of any person who supervises or directs other employees. The effective communication of this evaluation to the employee is essential. When used thoughtfully and carefully, this form is intended to aid the employee and supervisor in arriving at an understanding of the employee's performance in a given position. This evaluation will become part of the employee's personnel file and will be considered in cases involving promotion and transfers.

### 1. PURPOSE OF A PERFORMANCE APPRAISAL:

- a. To act as a tool to define work skills and to provide a measurement of the degree to which each of us performs these skills.
- b. To act as a report to the employee concerning his performance on his job.
- c. To assure the employee of a regular and systematic review.
- d. To provide a record of the employee's performance and growth history.
- e. To provide a basis for coaching and guiding the employee.
- f. To provide an opportunity for closer and better communication between the employee and his supervisor.

### 2. HOW TO APPRAISE:

- a. Define the standard - rate each person against the requirements of the position.
- b. Be objective - avoid reference to personal likes and dislikes.
- c. Consider one factor of ability at a time. Each factor is distinct and does not necessarily relate to similar factors.
- d. Base appraisals on observed and proven performance - avoid impressions based on hearsay.
- e. Base appraisals on average daily performance - avoid rating occasional incidents which highlight a particularly good or bad performance.
- f. Written narrative explanation must accompany any areas designated as unsatisfactory.

### 3. AFTER MAKING THE REPORT, SUPERVISOR SHALL:

- a. Discuss the report with the employee.
  - (1) Give the employee an opportunity to make suggestions for the improvement of his work.
  - (2) Explain areas where work performance may be improved.
  - (3) Explain the comments on the performance reports.
- b. Sign the evaluation report and obtain the signature of the employee (signature of employee does not necessarily mean concurrence with evaluation but only that this evaluation has been discussed with them).
- c. Send the white copy of the evaluation to the Classified Human Resources Office at the specified time.
- d. Give the employee the pink copy.
- e. Retain the yellow copy for your files.

## APPENDIX B

### PARAEDUCATOR SALARY SCHEDULE

CLASSIFICATION	STEPS					At 7 <sup>th</sup> Year + 10% of Step 5	At 10 <sup>th</sup> Year + 20% of Step 5
	1	2	3	4	5		
Paraeducator I (Instructional Aide)	\$13.38	\$14.06	\$14.71	\$15.46	\$16.29	\$17.92	\$19.55
Paraeducator III (Community Aide) (Computer Lab)	\$14.71	\$15.46	\$16.29	\$17.07	\$17.97	\$19.75	\$21.56
Paraeducator IV (Physically/SH Handicapped)	\$16.29	\$17.08	\$17.98	\$18.87	\$19.78	\$21.76	\$23.74
Paraeducator V (H.I. Interpreter & Brailist)	\$19.49	\$20.48	\$21.55	\$22.68	\$23.83	\$26.21	\$28.60

Longevity Increment: \$500 at the 21st year

*HR: 07.11.11 3.5% reduction 7-1-10 1.75% reduction total 5.25% reduction*

C.1 New employees shall be placed on Step 1 of the appropriate classification except in the following circumstances:

C.1.1 Those employees having successfully completed the equivalent of 60 semester units in an accredited college or university or having two years of related work experience shall be placed on Step 2.

C.2 Anniversary Increments:

C.2.1 Additional 10% at 7th year.

C.2.2 Additional 10% at 10th year.

C.2.3 Additional \$500 at 15<sup>th</sup> year

C.2.4 Additional \$500 at the 20<sup>th</sup> year

C.2.5 Additional \$500 at the 25<sup>th</sup> year

Anniversary Increment additions/increases shall be effective the date of ratification of this contract.

C.3 A stipend of one hundred dollars (\$100.00) per month shall be made available for the payment of special medical procedures performed by unit members, such as suctioning, catheterizing, and tube feeding. No more than one stipend is available for services rendered where procedures are to be performed and it shall be prorated for part-time or shared responsibility among paraeducators. This shall be effective the date of ratification of this contract.