

AGREEMENT BETWEEN
OAK PARK UNIFIED SCHOOL DISTRICT
AND
OAK PARK CLASSIFIED ASSOCIATION



EDUCATING TOMORROW'S LEADERS

July 1, 2020 through June 30, 2021

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ARTICLE 1 - AGREEMENT

1.1 Parties To Agreement: The articles and provisions contained within this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Oak Park Unified School District, herein referred to as "District", and the Oak Park Classified Association/CTA/NEA, herein referred to as "Association" or "OPCA", as the exclusive bargaining representative for all classified unit members holding those positions described in Article 2 – Recognition.

ARTICLE 2 – RECOGNITION

2.1 Exclusive Representative: The District recognizes the Association as the exclusive representative for employees in the unit certified by the Public Employment Relations Board (PERB) to be appropriate for an election in Case No. LA-R-954.

2.2 Positions Included/Excluded: The unit includes all classified employees except those excluded below and all management, supervisory and confidential employees:

- | | |
|---------------------|------------------------------|
| Supervisors | Student Workers |
| Directors | Casual Employees |
| Executive Assistant | Administrative Secretary III |

2.3 Unit Modifications: Unit modifications are subject to the following procedures.

2.3.1 For the term of this Agreement, the District and Association agree that the unit defined in Section 2.2 is appropriate and that neither party will seek clarification or amendment of this unit.

2.3.2 Unit modifications can occur under the following conditions:

2.3.2.1 The District agrees that if it creates any new classifications during the term of this Agreement, the District shall notify the Association of its action, describing the class (es) created, number of positions and indicate whether the new class (es) is to be included in the bargaining unit or excluded from it.

2.3.2.2 Should there exist a dispute between the District and the Association as to the appropriateness of the newly created positions being included or excluded from the unit; the parties agree to submit the dispute to the Public Employment Relations Board for resolution.

2.4 Salaries: Upon the addition to the unit of newly created positions, the District, upon request from the Association, shall meet and negotiate appropriate wage rates.

ARTICLE 3 - APPOINTMENT AND CLASSIFICATION

- 3.1 Appointment:** Classified employees are employed by the Board only upon recommendation by the Superintendent. The Board may accept or reject the recommendation.
- 3.2 Probationary Period:** Classified personnel are hired and remain on a probationary status for the first six months of employment. (Time on leave of absence or service as a substitute, temporary, student worker, or short-term employee will not be credited toward the probationary period.)
- All probationary employees (either new hire or promotional) shall be evaluated not later than the last week of their third month of probationary service and again not later than the last week of the fifth month of probation. Probationary employees may be separated (or demoted, if permanent in a lesser class) at any time such action is deemed necessary by the principal or department head. Upon recommendation of the immediate supervisor, the probationary period may be extended a maximum of six (6) months. In such case, the employee will attain permanent status on the first day of the month following his/her supervisor's recommendation, and shall advance to Step 2 on the salary schedule, if applicable.
- 3.3 Permanent Status:** Probationary employees shall become permanent upon successful completion of the probationary period. Employees designated as permanent employees shall be subject to dismissal for cause only as defined by the Governing Board.
- 3.4 Anniversary Date:** For salary purposes, the anniversary date for classified personnel employed between the first and the fifteenth of the month, inclusive, shall be the first of the month in which the employee is hired. The anniversary date for classified personnel employed between the sixteenth of the month and the last of the month, inclusive, shall be the first of the following month.
- 3.5 Term of Appointment:** The employment of a permanent employee shall continue during the existence of the position within the District unless terminated by resignation, retirement, dismissal for cause, or Board directed layoffs for lack of work or budgetary reasons.
- 3.6 Effective Date of Reclassification or Adjustment:** Salary adjustments shall be made effective on the first day of the calendar month following approval of the adjustment. When the District has made assignment and classification changes involving salary adjustments, it will notify the Association and provide it an opportunity, upon request, to negotiate the appropriate salary range. An Association request to negotiate shall not delay implementation of the classification and salary adjustment; however, if the parties agree upon a different salary range, in which case such adjustment shall be retroactive. If the Association does not request negotiations within five (5) working days, then the proposed salary range will remain in effect for the classification unless and until the Association requests negotiations in connection with a timely contract reopener.

ARTICLE 4 - DUES DEDUCTION

- 4.1** Any member of the bargaining unit who is a member of the Association, or who has applied for membership in the Association, may sign and deliver to the District an assignment form authorizing deduction of membership dues. The District will honor authorizations currently on file. Such authorization for payroll deduction for payment of membership dues shall continue in effect until revoked in writing by the employee.
- 4.2** Dues withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until a pay period commencing fifteen (15) workdays after such submission.
- 4.3** Deductions for members of the bargaining unit who commence duties after the beginning of the school year and, therefore, are not subject to deductions until after the beginning of the school year, shall be prorated in such manner that the employee will pay dues only in proportion to the number of school months during the school year in which he/she has the appropriate authorization on file. Any fraction of a month shall be counted as a full month.

ARTICLE 5 - ASSOCIATION RIGHTS

- 5.1** Subject to reasonable rules and regulations, OPCA shall have the right to use school buildings and facilities for OPCA activities only outside established work time, except:
- a.** When an authorized OPCA representative secures advance permission from the Superintendent or his/her designee for use of school facilities within established work time
 - b.** When OPCA activities do not interfere with the school program or duties of unit members
 - c.** When OPCA activities do not interfere with the rights of employees to refrain from listening to or speaking with OPCA representatives
- 5.2** OPCA shall have the right to post notices with an appropriate OPCA identification, regarding activities and matters of OPCA concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. OPCA may use the District employee mailboxes for communications to unit members. Copies of all OPCA material posted or distributed shall be mailed to the Superintendent at the time the information is posted and/or distributed.
- 5.3** Authorized representatives of OPCA shall be permitted to transact official OPCA business on school property only when it does not interfere with the school program or duties of unit members.
- 5.4** OPCA agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by OPCA activities. OPCA will not post or distribute information which it knows to be, or has reason to believe, is false. Such postings shall be subject to immediate removal by the District.
- 5.5** On Friday of the week preceding a regularly scheduled Board meeting the District will provide the chapter president with a copy of the public agenda and non-confidential back-up materials attached thereto.
- 5.6** The District will provide OPCA with an updated seniority list based upon date of hire by October 31 of each school year.

ARTICLE 6 - MAINTENANCE OF STANDARDS

- 6.1** Except where otherwise specifically provided herein, the District agrees that matters within the mandatory scope of representation which are not covered by the specific provisions of this Agreement, shall not be changed unless the District first notifies the Association and provides it with an opportunity upon request to meet and negotiate.

ARTICLE 7 - DISTRICT RIGHTS

7.1 In order to insure that the District is able flexibly and efficiently to carry out its functions and responsibilities as imposed by law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control the performance of District services and the work force performing such services. The District retains therefore, the exclusive rights, duties and powers which include, but are not limited to, the following: determine its organization, direct the work of its employees, determine the kinds and levels of services to be provided, and the methods and means of providing them; determine staffing numbers and patterns; determine the number and kinds of personnel required, determine the standards and procedures for selecting employees, lawfully to contract out work, maintain the efficiency and flexibility of District operations, relieve its employees from duties because of lack of work, lack of funds or other lawful reasons; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the content of job classifications, determine the methods of raising revenue; to assign work to employees in accordance with requirements as determined by the District, to establish and change work schedules, hours and assignments, and establish the days and hours when employees shall work; establish employee performance standards, including, but not limited to, quality and quantity standards; establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of District services; take any action in the event of emergency including, but not limited to, suspending any and all provisions of this agreement for the duration of emergency; (for purposes of this clause an emergency is defined as an act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure or energy crisis) to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.

7.2 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, shall be limited only by the specific and express terms and provisions of this agreement and then only to the extent such specific and express terms and conditions comply with applicable law. The discretion to apply the above rights and determination of whether or not an emergency exists are solely within the judgment and discretion of the Governing Board and/or its designee. The District's exercise of rights under this article is specifically excluded from the operation of the contractual grievance procedure and the District is absolutely privileged to refuse to process any grievance that alleges a violation of this District's rights article.

ARTICLE 8 - NON-DISCRIMINATION

8.1 Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, age (subject to limitations of applicable state and federal law), physical handicap (a person who is physically or mentally unable to perform regularly assigned job duties or who presents a danger to his/her or other employees' health or safety is not protected by this clause), nor on the basis of membership or lack of membership in an employee organization, nor participation in lawful employee organization activities or refraining from participating in employee organization activities.

ARTICLE 9 - GRIEVANCE/ARBITRATION

9.1 Definitions

9.1.1 A "Grievance" is an allegation by the Association or one or more unit members that there has been a misinterpretation, violation or misapplication of a specific provision of this Agreement. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees, or by the Administrative Regulations and Procedures of this District are not within the scope of this procedure.

9.1.2 Discipline and discharge are specifically excluded from this procedure except as follows: Discipline/discharge of a permanent employee may be processed through the grievance portions of this procedure but may not proceed to binding arbitration. The Board of Education shall hear and make the final decision regarding such matters. The Board may designate a hearing officer to make advisory recommendations to the Board.

9.1.3 A "Day" is a day upon which unit members are regularly scheduled to work.

9.1.4 The "Immediate Supervisor" is the lowest level supervisor or management employee having immediate jurisdiction over the grievant.

9.2 General

9.2.1 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

9.2.2 The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

9.3 Grievance Steps

9.3.1 Informal Step: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Step I below.

9.4 Step I

9.4.1 No later than ten (10) days following the act or omission giving rise to the grievance, or, no later than ten (10) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate

supervisor.

- 9.4.2 The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought.
- 9.4.3 The immediate supervisor shall communicate a written decision to the employee within seven (7) days after receiving the grievance.
- 9.4.4 Within the above time limits, either party may request a personal conference with the other party.

9.5 Step II

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

9.6 Step III

- 9.6.1 If the grievant is not satisfied with the decision at Step II, he/she may, within ten (10) days, submit to the Superintendent or his/her designee a written request for mediation of the grievance. In this event, the Superintendent shall, within three (3) days following receipt of such request, submit to the California State Conciliation Service a written request for the immediate services of a mediator.
- 9.6.2 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process, the mediator shall schedule and hold an informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for his/her appeal to the mediation process.
- 9.6.3 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- 9.6.4 The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Step IV.

9.7 Step IV

- 9.7.1** If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant may within ten (10) days request in writing that the Association submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within fifteen (15) days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.
- 9.7.2** In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last named shall be selected as the arbitrator. The Association shall strike first and thereafter in subsequent arbitrations, the parties will alternate striking first so that the District strikes first in the second arbitration, etc.
- 9.7.3** The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.
- 9.7.4** All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Transcript costs, if any, shall be paid by the party or parties ordering such.
- 9.7.5** The processing of a grievance beyond Step III shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum to the extent permitted by law.

9.8 Miscellaneous

- 9.8.1** A unit member may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative provided by the Association.
- 9.8.2** If a unit member is not represented by the Association, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.
- 9.8.3** The Association will exclusively receive time off from duties for the processing

of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:

- 9.8.3.1** By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of three (3) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur;
 - 9.8.3.2** Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.
 - 9.8.3.3** That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person; and
 - 9.8.3.4** Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.
- 9.8.4** If a grievance arises from action or inaction above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing at Step II. Nothing herein shall prevent or preclude the grievant from attempting to resolve the grievance through an informal conference with his/her immediate supervisor subject to applicable time limits.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

- 10.1** In consideration of the promises, obligations and benefits conferred by this agreement on the Association, its members, agents, employees and other unit members it is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection therewith, or other interference with the operations of the District by the Association, its officers, agents, employees or members during the term of this Agreement including any agreed upon extension thereof. Nor will the Association comply with the request of other labor organizations to engage in any such activity during the term of this Agreement or any agreed upon extension thereof.
- 10.2** The purpose of this clause is to provide for peaceful, harmonious and uninterrupted services regardless of whether or not disputes arise under this Agreement, outside the scope of this Agreement or in connection with contractual reopeners, if any. The mutual commitments of this clause apply to any and all such disputes.
- 10.3** The Association recognizes its duty and obligation 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, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 10.4** It is understood and agreed that in the event the Association, its officers, agents, employees and/or members violate this article the Governing Board shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums.
- 10.5** During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

ARTICLE 11 - SALARIES, PAY AND ALLOWANCES

11.1 Salaries

11.1.1 2020-2021 Salaries

The 2021-2021 Classified Salary Schedule shall be increased by one percent (1.0%) retroactive to July 1, 2020.

11.1.2 Summer School Salaries

The salary schedule that will be used for summer school rates for classified summer school assignments will be the one that is in effect at the time that summer school begins.

11.1.3 Cola Definition

For purposes of this Agreement, “Cola” is herein defined as and limited to, the state-enacted implemented and funded percentage cost of living adjustment to the Oak Park Unified School District’s 2005-06 and 2006-07 Base Revenue Limit per ADA. Except to the extent such funds are statutorily rolled into the Base Revenue Limit, the following monies are specifically excluded from such formula: Non-general fund monies, reimbursements (mandated costs, etc.) categorical funds, Class size Reduction funds, lottery, tax receipts, Urban Impact Aid, special purpose monies (e.g., drivers’ education, transportation, special education) summer school, desegregation funds, and any other monies not attributable to the state COLA formula. Effective upon receipt, deficit reduction funds, if any, which are rolled into the Base Revenue Limit on a continuing basis shall be counted within the above definition of COLA.

11.1.4 Longevity Pay

Effective July 1, 1993, consecutive years of service before or since July 1, 1990 shall be counted based upon the concept that full-time employment is defined as an eight (8) hour per day assignment regardless of whether the employee is regularly scheduled for 9, 10, 11 or 12 months. Thus both part-time (less than 8 hours) and full-time employees (8 hours) shall earn a year of credited service upon completion of their respective 9, 10, 11 or 12-month assignments.

In addition to eligibility, if any, for longevity pay on or since July 1, 1993 this concept shall also be applied to the rate at which vacation is earned on or after July 1, 1993.

Effective February 1, 1999, the longevity steps will be increased to three percent (3%).

After ten years of consecutive service an employee shall be granted an additional stipend of 3% of the step of the employee’s salary range. Additional

stipends of 3% shall be granted after 15, 20 and 25 years and every five years thereafter.

11.2 Pay and Allowances

11.2.1 Working Out of Classification

When an employee is requested to temporarily work in a higher, related classification and the assignment extends to five (5) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted to Step A of the appropriate range, or to the step which provides an increase of at least five percent (5%) dating back to the first day of such service.

11.2.2 Mileage Allowance

11.2.2.1 Persons required to travel as part of their regular assignment shall be reimbursed for mileage upon prior authorization by the Superintendent or his/her designee at the rate equal to the reimbursement rate established by the Internal Revenue Service for business mileage. (Reference Board Policy 4133.1.)

11.2.2.2 Reimbursement for mileage claims shall be approved only for those authorized trips necessary to the performance of official District duties. Mileage claims shall be presented to the employee's supervisor monthly. All trips should be described by date, destination, purpose, and mileage.

ARTICLE 12 - HEALTH AND WELFARE BENEFITS

12.1 Full-Time and Part-Time Eligibility

12.1.1 Full-time employees must enroll in a medical plan and the District’s dental and vision plans. Full-time employees, for purposes of this clause, are those employees regularly scheduled to work eight (8) hours per day. The difference in cost, if any, between the plan chosen and the dollar benefit entitlement shall be deducted from the employee’s paycheck. The contributions shall be pro-rated for less than full-time employees (less than 8 hours; less than 8 hours and less than 12 months) utilizing the current pro-rata formula. Employees regularly scheduled to work less than twenty (20) hours per week are not eligible for the benefits and/or contributions provided by this clause.

12.1.2 Employees working less than eight (8) hours a day shall receive a percentage of the daily rate as outlined. The part-time employee may choose from any of the benefit plans offered by the District. The difference in cost between the plan chosen and the dollar benefit entitlement shall be deducted from the employee’s paycheck. Employees working less than four (4) hours per day do not qualify for the health and welfare benefit allowance and are not entitled to participate in the District’s health insurance plans.

Average Hours Worked Per Day	Percentage of Benefit Allowance Earned
4 hours	50%
4 hours, 15 minutes	53%
4 hours, 30 minutes	56%
4 hours, 45 minutes	59%
5 hours	62%
5 hours, 15 minutes	66%
5 hours, 30 minutes	69%
5 hours, 45 minutes	72%
6 hours	75%
6 hours, 15 minutes	78%
6 hours, 30 minutes	81%
6 hours, 45 minutes	84%
7 hours	87%
7 hours, 15 minutes	91%
7 hours, 30 minutes	94%
7 hours, 45 minutes	97%
8 hours	100%

Open enrollment periods for health insurance coverage normally occur during the month of September. It is the responsibility of the employee to request the appropriate forms from the Personnel Office for any status change affecting their health insurance coverage.

12.1.3 The above approach eliminates the concept of additional amounts left over from health benefit allowance; accordingly, the District shall not contribute the residual amounts, if any, to tax sheltered annuities.

12.2 The District and the Association share a common interest in providing HMO medical, dental and vision coverage for employees and their dependents with no payroll deduction incurred by the employee. The District and the Association will attempt to meet this interest in light of available District funding and educational programs.

12.3 **2020-2021 Health and Welfare Benefits**

For the 2020-2021 school year, the District will make an annual monetary contribution per eligible full time unit member toward the payment of premiums for the District provided group medical, dental, and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:

12.3.1 Employee Only Medical Coverage: For an eligible unit member who selects employee-only medical coverage, the District will contribute up to nine thousand one hundred twenty-seven dollars (\$9,127) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

12.3.2 Employee + 1 Medical Coverage: For an eligible unit member who selects employee + 1 (two [2] party) medical coverage, the District will contribute up to fifteen thousand twenty dollars (\$15,020) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

12.3.3 Employee + 2 Medical Coverage: For an eligible unit member who selects employee + 2 (full family) medical coverage, the District will contribute nineteen thousand one hundred and twenty-seven dollars (\$19,127) annually toward the payment of premiums

District Contributions

12.4.1 Notwithstanding the above language, the District's contributions to premiums under this Article shall be equal to the amounts contributed to teachers, confidential and management employees for District medical, dental and vision plans.

12.5 **Retirement**: Retiring unit members who are at least 55 years of age and have served in the Oak Park Unified School District for a minimum of fifteen (15) years or unit members whose combined years of service in Oak Park and age are equal to or exceed 75, will be eligible to pay for the single, dual or family premium of the District provided group medical, dental and vision insurance in the amount that is equal to the District's cost of that premium. This benefit shall continue until the retiree reaches age sixty-five (65).

12.6 Health Insurance Committee: The District will continue to convene on an annual basis the health benefits committee consisting of two (2) District representatives, two (2) representatives appointed by OPCA, and two (2) representatives appointed by OPTA. The committee shall review current and alternate plans, benefits, carriers and premiums and prepare advisory recommendations for review by the District and Association. These recommendations are subject to negotiations before implementation. Members of the committee appointed by OPCA, and the District shall have the authority to make recommendations which shall be given substantial weight by the Association and District Negotiating Teams. In the event that negotiations process does not result in a timely decision regarding health benefits, the current year carrier and plan will continue with the understanding that this may require additional deductions from affected employees' salary to cover any increase in rates for the next school year.

ARTICLE 13 – LEAVES OF ABSENCE

- 13.1 General Conditions:** Employee absences from work must be for one of the Board authorized purposes, such as illness or personal necessity.
- 13.2 Employee Status during Leave:** The School District is not liable for the payment of any compensation or damage provided by law for the death or injury of any classified employee when death or injury occurs while the employee is on leave of absence.
- 13.3 Employees Status after Leave:** At the expiration of the leave of absence, unless the District and employee otherwise agree, the employee shall be reinstated to his/her position or one comparable to that one held by him/her at the time of the granting of the leave of absence.
- 13.4 Responsibility for Notification of Absence:** In case it is necessary for an employee to be absent, it is his/her responsibility to notify his/her immediate supervisor as soon as the need for absence is known.
- 13.5 Responsibility for Verification of Absence:** Classified employees must verify any absence through their supervisor and all absences must be reported on their monthly attendance sheet, which is submitted at the end of the payroll period.

13.6 Sick Leave – Illness, Injury, or Quarantine

- 13.6.1 Cumulative Benefits with Full Pay:** Full-time classified employees shall be entitled to one day per month leave of absence, without loss of pay, for illness, injury, or quarantine.

The amount of such sick leave not taken shall be accumulated from year to year without limit. Part-time classified employees shall receive one-day sick leave entitlement for every month actually worked. Employees working less than eight hours per day shall receive prorated leave.

Credit for earned sick leave need not be accrued by the employee prior to taking such leave; such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to receive more than six days' earned sick leave credit until the first day of the calendar month after the completion of five months of active service with the District.

- 13.6.2 Sick Leave with Part Pay:** When a person employed in the classified service is absent from his/her duties on account of illness or injury for a period of five months or less, whether or not the absence arises out of, or in the course of, employment by the District, the amount deducted from the salary due him/her for any month shall be one-half his/her regular rate. The five-month period shall begin after all other paid leave is exhausted. No paid leave will be granted beyond this five-month period.

13.6.3 Verification of Illness: Normally a statement from the employee shall be accepted as proof of illness, injury, or quarantine. The District may require a statement from the attending physician for absence due to illness, injury, or quarantine.

13.6.4 Transfer of Accumulated Sick Leave: A classified employee of another California school district who has been an employee of that school district for one calendar year or more and whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with this District within one year of such termination of his/her former employment, shall have transferred with him/her to this District the total amount of accumulated leave of absence for illness or injury to which such employee is, or was, entitled at the time of separation. It is up to the employee timely to notify this District in writing of the name and address of the district by which (s) he was last employed and request credit for the accumulated leave. This District shall thereupon request such information from the former district of employment. Upon verification by the former school district, the employee shall be credited with such accumulated and unused leave of absence.

13.7 Bereavement Leave

13.7.1 During their scheduled work year, classified employees are entitled to bereavement leave in the event of death in the immediate family. Leave shall be for three days, unless out-of-state travel is required, in which case five days' leave may be taken.

13.7.2 A member of the immediate family means mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

13.8 Industrial Accident or Illness Leave

13.8.1 In the event of any job-related accident or illness, regardless of how minor, the employee is required to report it to his/her immediate supervisor and to fill out the State of California Employer's Report of Occupational Injury or Illness within twenty-four hours.

13.8.2 The following requirements shall apply to industrial accident and illness leaves:

13.8.2.1 Such leaves shall be for not more than sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District for the same accident.

13.8.2.2 Industrial accident or illness leave will commence on the first day of absence. Any employee who has completed five months of service with the District shall be eligible for industrial accident or illness leave.

- 13.8.2.3** Such leaves shall not be accumulated from year to year.
- 13.8.2.4** Industrial accident or illness must have arisen out of, and in the course of, employment in the Oak Park Unified School District, and is so determined by the District's industrial accident insurance carrier or by the Industrial Accident commission.
- 13.8.2.5** Any illness or injury reported to the District's industrial accident insurance carrier is presumed to be job-connected. Tentatively, the District will allow the leave with pay as prescribed by law. Should the illness or injury finally be judged to have been not job-connected, the employee may owe the District, in which case payroll adjustment will be arranged.
- 13.8.2.6** If any industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled in the subsequent year to that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 13.8.2.7** Industrial accident or illness leave of absence is to be used in lieu of the employee's annual leave entitlement.
- 13.8.2.8** When entitlement to industrial accident or illness leave has been exhausted (60 days), accumulated sick leave can then be used; and thereafter, if necessary, entitlement can be used for compensatory time off accrued, earned but unused vacation leave, or any other form of applicable authorized paid leave, if it has been accrued.
- 13.8.2.9** However, while the injured employee is drawing from entitlement under any of the paid leave provisions listed in this Agreement, (s) he shall be entitled to only so much of his/her accumulated paid leave as when added to his/her worker's compensation disability payments will provide a full day's wage or salary that (s) he would receive while on duty.
- 13.8.2.10** Periods of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 13.8.2.11** During all paid leaves of absence, whether industrial accident leave as provided in this policy, sick leave, vacation, compensatory time off, or other available leave provided by law or the Board of Education, the employee shall endorse to the District his/her wage loss benefit checks received under the worker's compensation law. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized deductions. Reduction of entitlement to leave shall be made only in accordance with this policy.

13.8.2.12 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able (upon submission of a doctor's statement) to assume the duties of his/her position, (s) he shall, if not placed in another like position, be placed on a reemployment list for a period of thirty-nine months. When available, during the thirty-nine month period, (s) he shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case (s) he shall be listed in accordance with appropriate seniority regulations.

13.8.2.13 Any employee receiving benefits as a result of this policy shall, during period of injury or illness, remain within the state of California, unless the Board of Education authorizes travel outside the state.

13.8.2.14 Any employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment as determined by the Board, shall be dismissed.

13.9 **Judicial Legal Duties:** Employees may be absent from duty to serve as jurors or court witnesses pursuant to subpoena without loss of pay. Fees, other than travel expenses, paid to the employee for such purposes shall be endorsed to the District.

13.10 **Personal Necessity:** Unit members may elect to use up to eight (8) days annually of their sick leave for matters of personal necessity as defined below:

- a. Death or serious illness of a member of the unit member's immediate family;
- b. An accident involving the unit member's person or property, or the personal property of the unit member's immediate family, provided it is of such severity or seriousness as to require the unit member's immediate attention;
- c. Imminent danger or threat of danger to the home of the employee, occasioned by a factor such as flood, fire or earthquake serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard;
- d. Delay in returning to or arriving at work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.);
- e. Other important matters of personal necessity, including religious observances, which require the unit member's presence or attention and cannot be handled outside normal working hours.

The following limits, terms and conditions apply to granting personal necessity leave;

- a. The total number of days in one (1) school year for such leave shall not exceed eight (8) days;
- b. The days allowed shall be deducted from, and may not exceed, the number of accumulated sick leave days to which the employee is then entitled;
- c. Personal necessity leave shall not be granted during a scheduled vacation or leave of absence, nor to extend a vacation or school holiday for recreational purposes, nor as a means of withholding services;

- d. Except for leave under section 1c. and 1d. above, application for such leave must be submitted as far in advance as possible to the site administrator so that substitute service, if required, may be obtained. Payment for such absences shall be made only upon verification by the unit member and approval by the Superintendent or designee that the absence was because of personal necessity within the meaning of the Contract Article.

13.11 Parental Leave (Education Code section 45196.1)

- 13.11.1** A unit member may use his or her sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of a child by the unit member ("parental leave") for a period of 12-work weeks in a 12-month period. However, if the school year terminates before the twelve (12) workweeks period of Parental Leave is exhausted, the unit member may take the balance in the subsequent school year.
- 13.11.2** When a unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave (baby bonding) pursuant to the California Family Right Act ("CFRA"), Government Code 12945.2, the unit member shall receive fifty percent (50%) of the employee's regular salary for the remaining portion of 12-work weeks of parental leave.
- 13.11.3** A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take Parental Leave pursuant to this section.
- 13.11.4** A unit member will receive one (1) 12-work week period for Parental Leave during a 12-month period.
- 13.11.5** Parental leave under this section shall run concurrently with CFRA leave (baby bonding).
- 13.11.6** This leave applies to full-time and part-time Unit Members.
- 13.11.7** The District shall be provided with at least thirty (30) days prior notice of intent to take Parental Leave, except in the case of an emergency.

13.12 Pregnancy-Disability Leave

If a physician certifies that an employee's pregnancy disables her, she shall be able to take such leave of absence for the period of disability. Furthermore, if she has unused accumulated sick leave or sick leave with part pay she may apply such sick leave to the period of absence. The District retains the right to verify the extent of disability.

In the event there are physical conditions or complications growing out of the pregnancy which preclude the employee from returning to work following the six or eight-week Pregnancy Disability Leave, the employee shall be entitled to additional leave subject to a physician's verification. These conditions or complications shall be verified by the employee's health practitioner at the end of each three (3) weeks of leave. If she has unused accumulated sick leave or sick leave with part pay she may apply such sick leave to this period of absence.

Additional personal leave, without pay, of up to one (1) year, shall be granted upon request.

13.13 Family and Medical Leave Act. (FMLA)

In addition to all the types of leave provided in this agreement, employees who qualify for FMLA may be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for the birth or the placement of a bargaining unit member's child with the parent through adoption or foster care; for the serious illness of the employee's spouse, child, or parent; or for the employee's own disabling serious illness. With certain restrictions, as defined in the FMLA (PL 103-3), the District shall provide the same level of health benefits during the leave period as during active employment. Where permitted by law, such leaves shall run consecutively with other authorized leaves with the exception of sick leave with part pay in which case FMLA shall run concurrently.

13.14 Leaves of Absence without Pay

13.14.1 Personal Leave of Absence: Permanent classified employees may apply for leave of absence without pay. Leave of absence must be approved by the superintendent and the Board of Education. An employee returning from a leave of absence is not guaranteed return to his/her original position. The employee may be reassigned to a comparable position if a vacancy exists. If there is no such vacancy, the employee will be given preferential status for such vacancies. She/He is entitled to all previously accumulated sick leave and vacation, but she/he will not be granted accumulation of sick leave or vacation for the period of her/his absence, except as provided by law. District fringe benefits are forfeited during any unpaid leave of absence unless fully paid by the employee for the total period of such leave.

13.14.2 Military Leave: An employee who is a member of the reserve corps of the armed forces of the United States of America, the National Guard, or the Naval Militia, is entitled to temporary military leave of absence in accordance with provisions of the Military and Veterans Code and of the California State Education Code.

All employees who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve status would thereby be jeopardized, or if there are other extenuating circumstances, the employee should file a written request to the superintendent's office giving full particulars therein before requesting orders for active duty training. A copy of this written request should be given to the immediate supervisor. A copy of the military orders must accompany the request for leave.

13.14.3 Religious Observances: Employees, on an individual basis, may be excused for religious observances when as a matter of conscience they must participate. This will be considered personal necessity leave. If the employee has used all his sick leave, the employee may be absent for religious observances without pay.

13.15 Vacations: Employees shall receive annual vacation leave. For purposes of this clause, full-time employment is defined as an eight (8) hour per day assignment regardless of

whether the employee is regularly scheduled for 9, 10, 11 or 12 months. Part-time employment is defined as those employees regularly scheduled to work less than eight (8) hours per day.

13.15.1 Computation of Vacation Time: Full-Time Classified employees shall receive annual vacation on the following basis:

First 5 years of employment	12 days each year
6 th through 9 th years	15 days each year
10 th through 14 th years	17 days each year
15 th year +	20 days each year

Regularly employed part-time employees shall be entitled to prorated vacation with pay. Such vacation shall accrue at the rate of one day for each twenty days of scheduled work.

Regularly employed full-time and part-time employees shall accrue vacation benefits monthly from their date of employment.

The Superintendent may grant up to an additional five days off without pay in conjunction with an annual vacation.

13.15.2 Utilization of Vacation Time: Vacation time shall not be taken until accrued without the approval of the Superintendent or designee. If an employee is terminated and had been granted vacation time off which had not been earned as of termination date, the District shall deduct from the employee's last paycheck the full amount of salary paid for such used but unearned vacation days.

13.15.3 Time of Vacation: The specific time to be taken by an employee for vacation purposes must be requested in advance and must be authorized and approved by the immediate supervisor and the Superintendent or designee and shall be determined by the following criteria and in the following order:

- The workload within his/her area of responsibility
- The number of employees absent from work
- The personal needs of the individual

In the event that two or more employees request vacations for an identical period of time and all the factors being equal, the employee with the longest period of employment with the District shall receive priority consideration.

13.15.4 Vacation Status upon Termination of Service: Upon separation from the district, accrued vacation will be paid in a lump sum. Should termination fall into the following fiscal year, the rate of pay will be based on the new salary schedule. Employees who have not completed six months of regular employment are not entitled to such compensation.

ARTICLE 14 - VACANCY, TRANSFER AND SENIORITY

- 14.1** Vacancy is defined as a new or existing bargaining unit position, which the District determines to fill.
- 14.2** Transfer is defined as a relocation of an employee from one position to the like position at a different work site and at the same salary rate. Transfers may be requested by one or more employees or initiated by the District.
- 14.3** For purposes of this article, "District seniority" refers to date of hire as a probationary bargaining unit member. A break in service shall occur when an employee is terminated, resigns or is laid off for more than thirty-nine (39) consecutive months. An employee will not normally be eligible for transfer while on probationary status.
- 14.4** The District may fill a position by District-initiated transfer(s) before posting for voluntary transfer requests. The District shall initiate transfers when said transfers are in the best interests of the District. Upon request District management will confer with the employee to be transferred and explain the reasons for said transfer.
- 14.5** In the event of a vacancy, the job announcements shall include postings at each site in places where bargaining unit members work. The job shall remain posted for no less than seven (7) consecutive **working days**. The vacancy announcement shall include job title, salary, example of duties, skills and abilities for job, preferred work experience and final filing date.
- 14.6** The District shall select the person who is best qualified for the position based on skills, abilities, past work experience and interview results. If the District determines that two or more applicants are equally qualified, the applicant who is a bargaining unit member with the greatest District seniority shall be selected. Upon request, the District shall provide a written explanation of its decision to a bargaining unit member applicant who is not selected over an outside applicant.
- 14.7** Unit members on vacation who wish to be notified of vacancies shall notify the District, in writing, indicating the appropriate address to which a job vacancy announcement should be sent. The District shall send a copy of the posting to employees who have made the appropriate written request.

ARTICLE 15 – REDUCTION IN FORCE

15.1 General Provisions

- 15.1.1** The District may lay off unit members for lack of funds or lack of work as prescribed in the Education Code.
- 15.1.2** The District must notice the affected employees no less than **60 days** prior to the effective date of layoff. In the event of an actual and existing financial inability to pay salaries of classified employees, or a layoff from reasons not foreseeable or preventable by the governing board, the notice period may be shortened as provided in the Education Code. The notice must include information about their displacement rights and reemployment rights.

15.2 Order of Layoff/Reemployment

- 15.2.1** Whenever an employee is laid off, the order of layoff shall be determined by District seniority within the affected class. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.
 - 15.2.1.1** For purposes of this article “District seniority” refers to date of hire as a probationary bargaining unit member within the affected class. District seniority includes time spent in paid and or approved unpaid district leaves illness, maternity, family care, industrial accident and military leave granted under E.C. Section 45297. It shall not include other unpaid leave or the time during a break in service from a resignation, retirement or termination of employment.
 - 15.2.1.2** “Class” pursuant to EC 45101(a) is the District’s designation of a particular title, regular minimum number of assigned hours per day, days per week and months per year, a specific statement of the duties required to be performed by the bargaining unit member in each position and the regular monthly salary ranges for each such position.
- 15.2.2** Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional exams within the District during the period of thirty-nine (39) months.
- 15.2.3** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months.
- 15.2.4** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority.

15.3 Retirement

- 15.3.1** When an employee was subject to being, or was, in fact, laid off for lack of work or lack of funds and elects service retirement with PERS, the district shall place the employee on an appropriate reinstatement list and notify PERS that the retirement resulted from a layoff for lack of work or of funds.
- 15.3.2** If person becomes subject to re-employment and accepts, in writing, the appropriate vacancy, the District shall maintain the vacancy until PERS has processed the employee's request for reinstatement.

ARTICLE 16 - HOLIDAYS

16.1 During the term of this agreement the District will observe the following fifteen (15) paid holidays for eligible unit members:

- New Year's Day
- Martin Luther King Jr. Birthday
- Lincoln Day
- Washington Day
- Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Three (3) local holidays as determined by calendar development process

16.2 All days appointed by the Governor for a public fast, Thanksgiving, or holiday and all special or limited holidays on which the Governor provides that school shall close. All days appointed by the President as a public fast, Thanksgiving or holiday unless it is a special or limited holiday. Any other day designated by the Governing Board of the School District.

16.3 During the employee's scheduled work year, in the event a holiday occurs during an employee's vacation period, the employee shall be entitled to an additional vacation day. This shall not be interpreted to apply to employees who receive pay in lieu of vacation.

16.4 When the holiday falls on a Saturday, the preceding Friday shall be the paid holiday. When a holiday falls on a Sunday, the following Monday shall be the paid holiday.

16.5 Except as provided in this article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

16.6 Unit members who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

16.7 The District will continue its practice of annually convening a joint calendar committee to make recommendations to the Board of Education for adoption of the school district calendar for future years. The Association will appoint two (2) members of the committee to support the process of calendar recommendations.

ARTICLE 17 - DISCIPLINE

17.1 Discipline of permanent employees shall be for cause as defined by the Governing Board. The Board may list the specific examples of performance or behavior, which may result in disciplinary action in written Board Policy and/or the Classified Employee Handbook.

If the law changes so as to permit binding arbitration of disciplinary matters in a non-merit system district and this agreement is amended accordingly then, in that event, the specific grounds for discipline will be listed herein.

17.2 "Discipline" shall be defined as termination, suspension without pay, involuntary demotion or other remedy other than oral warning, written report of incident, or written reprimand.

Layoffs, reduction in assigned time in lieu of layoff, voluntary demotions and bumping are not considered "Discipline".

17.3 **Pre-Discipline Policy:** The pre-discipline policy will normally apply in all cases of termination, demotion, or suspension without pay for more than five (5) days or loss of pay for more than five (5) days.

17.3.1 Notice of Proposed Action - The employee will receive a written notice of the proposed disciplinary action.

17.3.2 Reason(s) for Proposed Action - The employee will be given the reason(s) for the proposed disciplinary action.

17.3.3 Materials Supporting Proposed Action - The employee will be given a copy of, or be provided access to, written materials, reports, and documents, if any, upon which the action is based.

17.3.4 Right to Respond - The employee will be accorded the right to respond, either orally or in writing or both, either in person or through a representative, within a reasonable time period (5 days in most instances), and to a level of management who can effectively recommend that the proposed disciplinary action be taken or not taken.

17.3.5 Notice of Determination - The employee will receive a written notice of discipline, giving the original allegation(s), the determination as to the charges, the level of disciplinary action to be received, and final admonition(s) as applicable, and appeal rights. The employee will be notified if no disciplinary action is to be taken.

17.4 **Immediate Discipline**

17.4.1 Employees may be immediately relieved from duty when, through their own actions, they have created situations wherein they may not reasonably be expected to perform competently, or where their continued presence poses a threat to their own health or safety and/or the health and/or safety of others. Such conditions include, but are not limited to:

- Reporting to work intoxicated or in a physical or mental condition that would impair performance.

- Assaultive behavior or insubordination where immediate suspension is necessary to restore and/or maintain order and discipline.

17.4.2 In such emergency conditions, the pre-disciplinary process should be initiated as soon as possible, but need not occur prior to the imposing of some disciplinary action, and, at the discretion of the District, such employee may be allowed to return to work at any time pending the pre-disciplinary process.

17.5 **Employee Right to Representation:** Any time an employee is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to discipline, he/she has the right to representation. It is the employee's responsibility to request this representation, and any failure to request such will constitute a waiver of the right to representation at that stage.

17.6 This entire Article applies only to permanent employees. The District reserves all rights guaranteed to it under the Education Code concerning the termination or discipline of probationary employees.

17.7 The existence of forms of discipline short of termination in no way limits the District's authority to terminate an employee for serious offenses, which cannot be condoned; or for repeated conduct, behavior or performance.

17.8 The District and the Association recognize and accept the principles of progressive discipline subject to the following considerations:

17.8.1 For discipline to be appropriate as a response, it will not always be required that progressive discipline begins with the least serious form of discipline;

17.8.2 Progressive discipline does not apply to serious offenses, which cannot be condoned; nor need it be applied to repeated conduct or behavior.

ARTICLE 18 - HOURS OF EMPLOYMENT AND OVERTIME

- 18.1 Workweek:** For purposes of this agreement, a regular workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Nor shall this article restrict the District's right to change the workweek of an individual when necessary to carry on the business of the District. The District specifically reserves the right to change shift starting and ending times. Such changes shall be made only when appropriate to District operational needs or to conform to starting and ending times for students at respective school sites.
- 18.1.1** In the event of an anticipated change in an employee's normal workweek or shift as defined above, the employee shall be given two (2) weeks' advance notice of such change except in cases of emergency or when such change is anticipated to be on a short-term basis.
- 18.1.2** Any change of an employee's workweek or shift times shall not be done for the purpose of avoiding payment of overtime.
- 18.2 Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertained minimum number of hours.
- 18.3 Overtime:** Overtime shall be defined as assigned and authorized work performed during hours actually worked in excess of eight (8) in any one workday or forty (40) in any one workweek. Authorized and assigned overtime hours shall be compensated for at one and one-half (1-1/2) times the employee's regular hourly rate.
- 18.3.1** For purposes of this article only, time worked includes time during which a unit member is excused from work for holidays, sick leave, vacation, compensatory time off, or other paid leave of absence; overtime for a unit member absent from work for other reasons shall be governed exclusively by the forty (40) hour requirement.
- 18.3.2** All hours actually assigned and worked on a holiday as designated by this agreement shall be compensated for at the applicable overtime rate either in wages or compensatory time in addition to holiday pay for which the employee may be eligible.
- 18.3.3** All hours actually assigned and worked on a sixth and/or seventh consecutive day following a five-day workweek shall be compensated for at the applicable overtime rate either in wages or compensatory time.
- 18.3.4** Whenever a supervisor knowingly suffers or permits a unit member to work overtime, such work shall be compensated for at the applicable overtime rate.
- 18.3.5** Unit members may request to take compensatory time off in lieu of cash compensation for overtime. Such request will be submitted to the immediate supervisor within five (5) working days after the time was worked. Compensatory time off, if granted by supervisor, shall be taken, when possible, within thirty (30) days from the date compensatory time was granted, but in no case shall it be taken after twelve months from the date it was earned. At the end of twelve months, the unit member shall be paid for compensatory time earned but not taken.

- 18.4 Lunch Periods:** Unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the day. District management shall make every effort to avoid assigning work during the lunch break. Timing of the lunch break shall be within the discretion of District management but with due regard for current working conditions and commonly accepted hours of lunch. An employee required to work through lunch shall be entitled to either a rescheduled lunch period, early departure or late arrival, to be determined by mutual agreement of the employee and employee's supervisor, to make up for the lost lunch period. There shall not be a reduction of regular work hours due to rescheduling of lunch period.
- 18.5 Rest Periods:** Employees regularly scheduled to work six (6) to eight (8) hours per day shall be entitled to a fifteen (15) minute rest period during the first half of their work day and to a fifteen (15) minute rest period during the second half of their work day. Employees regularly scheduled to work four (4) or more hours daily, but less than six (6) shall be entitled to one fifteen (15) minute rest period during their day. District management shall determine the appropriate time for allowing such rest break. District management may, under extenuating circumstances, require an employee to work through his/her rest break. Any employee required to work through his/her rest break shall be entitled to a rescheduled break as soon as practicable following the originally scheduled rest period.
- 18.6 Callback Pay:** In the event an employee is called back to work following completion of his/her regular shift, said employee shall receive a minimum of two (2) hours' pay at the applicable rate of pay.
- 18.7 Minimum Call-In-Time:** In the event an employee is called in to work on a day when the employee is not otherwise regularly scheduled to work, said employee shall receive a minimum of two (2) hours' pay at the applicable rate of pay. In the event two hours' work is not available, the District reserves the right to assign said employee to at least two hours' work.
- 18.8 Callback/Call-In Mileage:** On a callback or call-in, the employee shall be reimbursed for mileage at the applicable District rate.
- 18.9** Overtime and extra-time will be assigned on a rotating basis within the classifications qualified to do the available work. Rotation shall be limited to full-time employees; the District may call in part-time employees only when full-time employees are not available.

ARTICLE 19 - CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

- 19.1 Statement of Policy:** Regular evaluations shall be made of all classified employees. The purposes of these evaluations are:
- a. To provide the employee with information regarding the status of his/her employment and the quality of his/her work.
 - b. To provide the District and the immediate supervisor with both a current report and permanent records on the performance of the employee.
 - c. To provide a closer working relationship between employees and supervisors. Employees are encouraged to bring questions and suggestions to their supervisors and to discuss any problems in connection with the methods, purposes and end results of their work.
- 19.2 Staff Responsibility for Evaluation:** The superintendent shall establish and maintain a plan for evaluating the performance of employees in the classified service. The employee's immediate supervisor shall be his/her primary evaluator.
- 19.3 Evaluation Forms and Procedures:** The District evaluation form for classified employees shall be completed in triplicate. One copy of each report shall be given to the employee; one copy to the supervisor and one copy shall be maintained in the official personnel file of the employee in the District office.
- a. All probationary employees (either new hire or promotional) shall be evaluated not later than the last week of their third month of probationary service and again not later than the last week of the fifth month of probation. Probationary employees may be separated (or demoted, if permanent in a lesser class) at any time such action is deemed necessary by the principal or department head.
 - b. All permanent employees shall be evaluated annually for step increases until the maximum step has been achieved. Step increases are not automatic and may be withheld for not satisfactory work performance. Performance evaluations shall be submitted annually after the maximum step has been achieved. Performance evaluations shall occur within 30 days of an employee's anniversary date.
 - c. When a permanent unit member has been employed for ten (10) consecutive years in the District, and has received three (3) satisfactory Summary Evaluations in the immediate preceding three (3) year period, he/she may be eligible to be *evaluated every other year* with the agreement of the evaluator. The employee or the evaluator may withdraw consent at any time and reinstate the annual cycle for evaluation. Unscheduled performance reports may be filed at any time for either permanent or probationary employees.
 - d. All performance evaluation reports, including evaluations, in an employee's personal department file are subject to review by principals or department heads whenever the employee is considered for transfer or promotion.
- 19.4 Informal Evaluation Procedures:** The evaluator is primarily responsible for appraising and evaluating the work performance of each employee under his/her supervision. In addition to the formal written performance evaluation, evaluators are expected to discuss job performance with employees

throughout the year, thoroughly outlining the employee's strengths and weaknesses and giving constructive suggestions to encourage immediate and continuing improvement.

- 19.5 Performance Evaluation Results:** Performance evaluation results may be utilized for promotion, transfer, demotion, or removal, and to improve performance levels of all employees.

If the summary evaluation is not satisfactory the supervisor shall provide a plan of action, which includes identified areas of weakness, directions for improvement and assistance and any follow up timelines which will be provided to the unit member. Failure by the employee to show satisfactory improvement may be deemed just cause for dismissal.

- 19.6 Not Satisfactory Evaluation:** Except in cases involving serious misconduct or when the incident occurs in close proximity to the evaluation, prior to receiving a "Not Satisfactory" summary evaluation, an employee shall receive verbal and/or written notice of the concern which caused the "Not Satisfactory" summary evaluation.

- 19.7 Appeal of Evaluation:** A classified employee who disagrees with his/her evaluation must do so in writing within ten (10) days from the date of review of such rating. He/She shall have the right of appeal to the superintendent or designee who shall review the facts of that case and issue a final rating of the employee's performance.

ARTICLE 20 – PERSONNEL FILES

- 20.1** One personnel file for each Unit Member shall be maintained by the personnel officer of the District. Management working files and grievance files shall be separate from the official personnel file of the Unit Member.
- 20.2** Materials in the personnel file shall be made available for inspection by the Unit Member upon request.
- 20.3** Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved. Every person shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 20.4** Such material is not to include ratings, reports, or records that were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination; except that the employee may have access to his or her numerical scores obtained as a result of a written examination.
- 20.5** Information of a derogatory nature, except material mentioned in the immediately preceding paragraph of this article, shall not be entered or filed unless and until the employee is given notice thereof 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 or her own comments thereon. Such review may take place during normal business hours, and the employee shall be released from duty for this purpose for a reasonable period of time without salary reduction.
- 20.6** Subject to the above conditions, an authorized Association representative may accompany the employee in inspecting the employee's personal file; or may inspect the personnel file provided he/she first presents a current written authorization to do so signed and dated by the employee. An appointment shall be scheduled for such review as soon as practicable.
- 20.7** In the event the employee or his authorized representative requests copies of non-confidential materials, the District may charge the actual copying cost to the employee.
- 20.8** All material placed in a unit member's file shall be dated and signed by the person who caused the material to be prepared.
- 20.9** Material in the file, which is grieved under this contract, may be subject to removal as part of the ordered or agreed upon remedy.
- 20.10** Material in management working files on a unit member shall be available for inspection by the unit member or his/her authorized Association representative. "Authorized" means the employee has executed written permission for the representative to view the file. Material submitted in confidence may be sealed off and a copy placed in the file, which deletes reference to the identity of the writer or source of the material. The existence of such working files in no way abrogates management's responsibility to follow proper discipline procedures.

ARTICLE 21 - EMPLOYEE PROTECTION

21.1 Threats: Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her duties shall immediately notify his/her building principal or supervisor. The principal or supervisor shall then immediately notify the superintendent's office of the threat and together shall take immediate steps in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps, including any advisable legal action, shall be reported to the superintendent's office at the earliest possible time.

21.2 Battery Disability and Property Reimbursement: Upon determination of the Board that an employee has been physically disabled because of a battery on his/her person arising out of and/or in the course of his/her employment, the Board will grant the injured employee leave of absence with contract pay for a period not to exceed one year.

The assaulted injured employee shall undergo such medical examination by such examiners as are requested by the Board at school District expense and, when found fit for duty, shall return to his/her employment.

Employees whose indispensable personal property (including but not limited to eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried) is damaged in a battery on his/her person, arising out of and in the course of his/her employment, may apply for reimbursement of costs, repairs, or replacement. If an item is damaged beyond repair, actual value at the time of damage may be reimbursed. Requests must be submitted to the employee's immediate supervisor. Claims for damage beyond \$250 shall be reviewed by the Board.

21.3 Sexual Harassment: No employee shall be subjected to unwelcome sexual advances by any other employees, or person, nor shall any employee be harassed, ridiculed, or otherwise demeaned by any other employee because of the employee's sex or sexual orientation. Sexual orientation as used herein is limited to heterosexuality, homosexuality and/or bisexuality. Any violation of this provision shall be considered grounds for disciplinary action.

ARTICLE 22 - CLASSIFIED PROFESSIONAL GROWTH PROGRAM

22.1 Professional Growth Committee: The Professional Growth Committee shall be composed of five members, as follows:

Two classified employees (selected by the classified staff); one certificated employee (appointed by the Oak Park Teachers Association); one management employee (appointed by the superintendent); and the superintendent or his/her designee.

Committee members shall serve one-year terms and shall select the chairperson at the first meeting of the school year. The Professional Growth Committee will meet as needed to review individual proposals submitted for approval. The employee shall have the right to appeal by doing so in writing to the Professional Growth Committee; however, the final decision shall rest with the Committee.

22.2 Eligibility: All classified employees, including probationary, are eligible to participate in the Professional Growth Program.

22.3 Participation: The employee shall complete a "Declaration of Intent" form. The course(s) to be taken and alternate(s) shall be listed, the institution to be attended, and the estimated time involved to complete his/her program. It is the responsibility of the employee to apply for professional growth credit and verify completion of course work with the personnel office. When all records are in order, the personnel office will submit a change of status to payroll indicating approval of additional compensation for professional growth.

A certificate of courses completed will be filed permanently in the employee's personnel file.

22.4 Requirements: Each program requires advance approval by the Committee. Programs must be submitted with "Declaration of Intent." This intent shall serve as an indication of employee's future plans and may be changed or adjusted by the employee, pending Committee approval, as necessary.

Courses must be job-related or clearly related to a career pattern in search for upward mobility within the classified service of the Oak Park Unified School District.

No credit is allowed for "credit by examination."

A grade of "C" or better must be earned. If letter grades are not given for a course, a letter of satisfactory completion, duly signed by the instructor, is required.

Service in a professional organization must be approved by the Committee and assigned points.

Attendance at educational conventions, participation at regional workshops, or serving on a state committee may be considered provided it is not on released time. Credit will not be given an employee for course work or workshops requested by supervisor and taken during the employee's work time at District expense. Released time to attend approved professional organization conventions cannot be counted for professional Growth increments.

22.5 Increments: A professional growth increment shall be granted upon completion of nine professional growth units. No more than one professional growth increment shall be granted to an employee in a

single year. Effective February 1, 1999 each increment shall be three percent (3%) added to the employee's normal range.

The professional growth increment shall be credited at the time of completion and paid in monthly installments.

As long as an individual serves in his/her original classification, a maximum of five professional growth increments may be earned. Whenever an employee is reclassified or promoted to a higher classification, he/she shall be eligible to earn additional five professional growth increments. If an employee is promoted and earning more than the applicable salary range allows, the employee shall be "Y" rated and continue to draw their current salary until additional increments are earned.

When an individual has qualified for an annual increment and has more points than are required to meet that increment, the points carried over shall be those most recently earned.

22.6 Point System: The point system, as listed below, includes credit for credit courses, job-related adult education courses, attendance at workshops and/or seminars, membership in professional organizations, and service on District committee by administrative appointment or election as classified representative.

<u>Academic Course Work</u>	<u>Points</u>
3 semester unit course	3.00
2 semester unit course	2.00
1 semester unit course	1.00
15-week non-credit course (1 absence only)	1.50
8-week non-credit course	0.75
All day seminar	0.50
Workshop	0.50

<u>Total Hours In Adult Education Courses and In-service Training Workshops</u>	<u>Absences Permitted</u>	<u>Points</u>
5-9 hours	None	0.25
10-15 hours	None	0.50
16-20 hours	1	1.00
21-30 hours	1	1.50
31-40 hours	2	2.00
41-50 hours	2	2.50
51 hours or more	2	3.00

<u>Institutes, Lectures, Conferences</u>	<u>Hours</u>	<u>Points</u>
Attendance verified for short learning program	20	1.00
Auditing a course (certification of attendance required)	20	1.00
Attendance at conferences & convention (maximum allowable 9 hours)	3	0.25
	4-9	0.50

<u>Committee Service, Professional Organization, etc.</u>	<u>Points</u>
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President of a job-related professional organization (1-year)	0.75
Officer of job-related professional organization (1-year term)	0.50
Membership in a job-related professional organization (1-year term) (per program)	0.25
Committee chairperson of a recognized committee of a job-related professional organization	0.25
Committee member of a professional organization (1-year term)	0.15
Member of campus committee by administration appointment or election as classified representative (1-year term)	0.50

Approved Professional Associations (Others may be
approved and added to this list)

California School Food Service Association
California Association of Education Office Employees
National Association of Educational Secretaries
National Secretaries Association
California Library Association
American Library Association
Association of California School Administrators
CTA/NEA Affiliates

ARTICLE 23 - COMPLETE UNDERSTANDING

- 23.1** Except as specifically provided herein, all conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code section 3540 et seq., in effect in the District prior to and at the time this Agreement is signed are null and void.

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with professional or other advantages heretofore enjoyed unless expressly stated herein.

- 23.2** Except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated, ratified and/or signed this Agreement. This constitutes a knowing and specific waiver of rights in connection with each and every subject matter specifically, expressly or implicitly classified as a matter within the scope of representation as defined by the Educational Employment Relations Act and/or any precedential decision of the Public Employment Relations Board.

ARTICLE 24 – SAVINGS AND SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, inclusive of appeals, if any, said article, section or clause as the case may be shall be automatically deleted from this Agreement to the extent it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

Upon the request of either party, the parties shall meet not later than ten (10) days after such request to negotiate in connection with the provision or provisions affected.

ARTICLE 25 – SUMMER SCHOOL

- 25.1 The District shall determine the location and number of positions offered for Summer School Programs. All known positions shall be posted at each work location no later than the first (1st) week of April each year.
- 25.2 Selection shall be based on the following criteria: skills, abilities, and previous work experience that match the summer school position.
- 25.3 If the District determines that two (2) or more bargaining unit members are equal, the employee with the greatest District seniority who has the least recent summer school employment shall be selected.
- 25.4 Once the above-mentioned process is exhausted, the District shall accept applications from outside the bargaining unit.
- 25.5 Summer school assignments are paid “hourly as needed”.

ARTICLE 26 - TERM OF AGREEMENT

The term of this Agreement shall be from ***July 1, 2020, through June 30, 2021***, and shall continue in effect for the year unless amended, modified, or terminated as provided below.

The District and Association agree to reopen negotiations for the 2021-2022 school year for all articles within the OPCA contract.

This Agreement is subject to ratification by the Board of Trustees for the Oak Park Unified School District and by the membership of the Oak Park Classified Association.

Agreed to at Oak Park, Ventura County, California.

Date: November 4, 2020

OAK PARK UNIFIED
SCHOOL DISTRICT

OAK PARK CLASSIFIED
ASSOCIATION, CTA/NEA

OAK PARK UNIFIED SCHOOL DISTRICT
Memorandum of Understanding
Between Oak Park Unified School District and
Oak Park Classified Association
May 31, 2018

CAMPUS SUPERVISORS

The Oak Park Unified School District and the Oak Park Classified Association agree to the following provisions regarding the modification of the classified unit to include Campus Supervisors.

1. Article 2, Recognition, paragraph 2.2, Positions Included/Excluded, will be revised to eliminate "Playground/Campus Supervisors" from the list of classified employees excluded from the classified unit.

2. Campus Supervisors employed by the District as of January 1, 2018, will be deemed permanent employees as of July 1, 2018, upon ratification and approval of the contract. July 1st will be the anniversary date for purposes of such permanent employees to receive step increases.

3. Campus Supervisors employed by the District as of January 1, 2018, who become permanent upon ratification and approval of the contract, will be eligible for a step increase July 1, 2019.

4. Campus Supervisors hired by the District between January 1, 2018, and May 31, 2018, will become permanent November 1, 2018, provided they have not been released from District employment on or before October 31, 2018.

5. Campus Supervisors employed by the District as of May 31, 2018, will receive longevity pay, per Article 11, Salaries, Pay and Allowances, paragraph 11.1.4, Longevity Pay. However, Campus Supervisors employed as of the date the contract is ratified and approved with more than ten (10) years of District service will receive longevity pay for ten (10) years of consecutive service, upon ratification and approval of contract.

6. The 2018-2019 Campus Supervisor Salary Schedule will be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
\$15.29	\$16.18	\$17.12	\$18.15	\$19.24

7. Campus Supervisors employed by the District as of May 31, 2018, will be placed at Step 3 upon ratification and approval of contract. Campus Supervisors hired on or after July 1, 2018, will be placed at Step 1, subject to initial placement based on experience.

8. Campus Supervisors employed by the District as of May 31, 2018, will earn annual vacation per Article 13, Leaves of Absence, paragraph 13.15, Vacations, beginning January 1, 2018, for time spent in District employment. Such current Campus Supervisors will have their vacation accrual revised to reflect the earned rate in paragraph 13.15.

9. Campus Supervisors hired by the District on or after June 1, 2018, and prior to the ratification and approval of the contract will be (1) placed on the salary scheduled set forth in paragraph 6, above, and (2) subject to the probationary period in Article 3, Appointment and Classification, paragraph 3.2, Probationary Period.

10. This Memorandum of Understanding is subject to approval by the District Governing Board.

Virginia Standring, OPCA President

Date

Leslie Heilbron, Ed.D., OPUSD Negotiations Chair

Date

Memorandum of Understanding
Between Oak Park Unified School District and
Oak Park Classified Association
January 16, 2020

Catastrophic Leave Program

This Memorandum of Understanding ("MOU") regarding catastrophic leave program is made and entered into between the Oak Park Unified School District ("District") and the Oak Park Classified Association ("OPCA") (referred to collectively as "the Parties") on January 16, 2020.

13.16 Catastrophic Leave Program & Catastrophic Leave Bank

13.6.1 A "catastrophic illness" or "injury" shall be defined as an illness or injury that is expected to incapacitate the employee for an extended period of time. Key to this definition is that taking time off from work creates a hardship for the employee because he/she has exhausted all of his/her sick leave and all other fully paid time off.

13.6.2 The intent of this particular leave is to provide unit members economic relief for devastating health circumstances per injury or illness. Catastrophic leave may not be used for:

1. Elective surgery,
2. Personal necessity leave,
3. Normal pregnancy,
4. Substance abuse rehabilitation,
5. Bereavement,
6. Chronic illness or conditions, or
7. Any leave for which the member has applied for workers' compensation.

13.6.3 Between July 1 and September 30 of each school-year, there shall be an open enrollment period during which any classified employee with no fewer than eleven (11) accumulated sick days for a full-time employee, or the equivalent to eleven (11) accumulated sick days' worth of hours for a part-time employee, based on the Full Time Equivalent (FTE) of their position, may choose to join the Catastrophic Leave Bank by donating one (1) day of sick leave for a full-time employee, or the equivalent to one (1) day's worth in hours for a part-time employee, based on the FTE of their position to the Catastrophic Leave Bank.

In each subsequent year after the employee's initial enrollment, current and new members of the Catastrophic Leave Bank shall be required to donate one (1) day of sick leave to for a full-time employee, or the equivalent to one (1) day's worth in hours for a part-time employee, based on the FTE of their position in order to continue membership in the Catastrophic Leave Bank and to be eligible for requesting days under the Catastrophic Leave Bank language.

If at the end of any school-year, the maximum of three hundred (300) banked hours has been reached, the Committee will declare a "bank holiday" for the next school-year and not require the mandatory donation for current members to remain in the Catastrophic Leave Bank. In this situation, the Committee shall still hold an open enrollment period during the next school-year in order to give interested employees an opportunity to join the Catastrophic Leave Bank.

The written authorization of the donation shall acknowledge that the donor understands that any and all donated sick days are irrevocable, will not be available for certification to CalPERS, and can result in a reduction of service credit that would otherwise be available.

13.6.4 A classified employee who is a member of the Catastrophic Leave Bank may request up to twenty (20) additional days of sick leave for a full-time employee or the equivalent to twenty (20) day's worth in hours for a part-time employee, based on the Full Time Equivalent (FTE) of their position from the Catastrophic Bank in any twelve (12) month period as a result of catastrophic illness or injury. Catastrophic leave is not applicable to injuries/illnesses covered by Worker's Compensation.

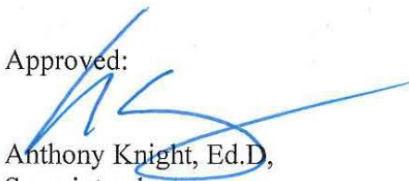
13.6.5 The Catastrophic Leave Bank member is required to submit a physician's verification to Personnel Services which clearly sets forth the diagnosis, prognosis, and expected length of absence.

13.6.6 The Assistant Superintendent of Human Resources shall determine if the illness or injury meets the appropriate criteria. Determining criteria includes, but is not limited to, situations which are incapacitating, disabling, and lengthy both in terms of illness/injury and/or recuperation. If the Assistant Superintendent determines that the illness/injury does not meet the appropriate criteria, then the parties shall arrange for a meeting of a Catastrophic Review Committee. This Committee shall consist of two (2) representatives appointed by the Association, and two (2) members appointed by the Superintendent or his/her designee. If the Committee cannot come to consensus on the determination, then the final decision will lie with the Superintendent.

This MOU shall become effective on the date of its execution and be effective through June 30, 2022, unless extended by mutual agreement by both parties.

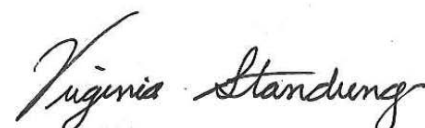
This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

Approved:


Anthony Knight, Ed.D,
Superintendent
Oak Park Unified School District

2-5/4624444.1

Date:



Virginia Standring
President

Date:

Oak Park Classified Association

MEMORANDUM OF UNDERSTANDING BETWEEN OAK PARK UNIFIED SCHOOL DISTRICT
AND OAK PARK CLASSIFIED ASSOCIATION
REGARDING CLASSIFIED EMPLOYEE LAYOFFS & BARGAINING EFFECTS

April 9, 2020

Oak Park Unified School District (OPUSD) and Oak Park Classified Association (OPCA) enter this Memorandum of Understanding (MOU) regarding the negotiable impacts and effects related to the layoffs of classified employees in the 2019-2020 school year, per Board Resolution 2020-10, adopted by the OPUSD Governing Board April 21, 2020.

The parties agree to the following:

1. Seniority

If two (2) or more Unit Members subject to layoff have equal seniority, then the layoff determination, i.e., tie-breaker, shall be based on hours worked in the classification being reduced.

2. Notice of Layoff

Employment and pay with the District shall not terminate until sixty-(60) calendar days after official service of the notice.

3. Bumping Rights

A Unit Member laid off from his/her present position may bump into any classification in which the Unit Member has previously worked for which the Unit Member has sufficient seniority over others. For example, a Unit Member laid off from his/her present Instructional Aide literacy and Numeracy position who has worked in an Instructional Aide I Math or Instructional Aide I Kindergarten and has seniority over others may bump into such previously held position.

4. Recall

- The recall notice shall be sent by certified, return receipt letter to the laid off Unit Member's last known address.

5. Members of the bargaining unit who are laid off shall receive in their final paycheck any compensation provided by District policies, the agreement with OPCA, and state and federal laws.

The Parties agree that this resolves any negotiable/consultable impacts or effects of OPUSD classified layoffs in the 2019-20 school year resulting from Board Resolution 2020-10, adopted April 21, 2020.

Leslie Heilbron

Leslie Heilbron, Assistant Superintendent Human Resources

4-13-2020

Date

Virginia Standing

Virginia Standing, President of OPCA

4-13-20

Date

MEMORANDUM OF UNDERSTANDING BETWEEN OAK PARK UNIFIED SCHOOL DISTRICT
AND OAK PARK CLASSIFIED ASSOCIATION
REGARDING CLASSIFIED EMPLOYEE LAYOFFS & BARGAINING EFFECTS

July 15, 2020

Oak Park Unified School District (OPUSD) and Oak Park Classified Association (OPCA) enter this Memorandum of Understanding (MOU) regarding the negotiable impacts and effects related to the layoffs of classified employees in the 2019-2020 school year, per Board Resolutions 2020-12 and 2020-17, adopted by the OPUSD Governing Board June 2, 2020 and July 14, 2020, respectively.

The parties agree to the following:

1. Seniority

If two (2) or more Unit Members subject to layoff have equal seniority, then the layoff determination, i.e., tie-breaker, shall be based on hours worked in the classification being reduced.

2. Tucker Rights

Per *Tucker v. Grossmont Union High School District*, laid off classified school employees have the right to apply to any vacant position, for which they are qualified. Candidates are qualified if they meet the job requirements set forth in the job posting. Qualified candidates are guaranteed an interview for the vacant position. The District retains the right to hire the best candidate for the position, internal or external. (Ed. Code § 45298)

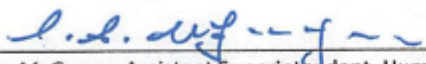
3. Recall

The recall notice shall be sent by certified, return receipt letter to the laid off Unit Member's last known address.

4. Final Paychecks

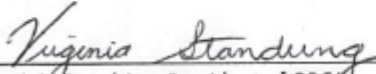
Members of the bargaining unit who are laid off shall receive in their final paycheck any compensation provided by District policies, the agreement with OPCA, and state and federal laws.

The Parties agree that this resolves any negotiable/consultable impacts or effects of OPUSD classified layoffs resulting from Board Resolutions 2020-12 and 2020-17, adopted June 2, 2020, and July 14, 2020, respectively.



Stew McGugan, Assistant Superintendent, Human Resources

7/15/2020
Date



Virginia Standing, President of OPCA

7/22/2020
Date

SETTLEMENT AGREEMENT
REGARDING
ACCRUED VACATION TIME

This Settlement Agreement ("Agreement") is made and entered into effective July 1, 2020 ("Effective Date"), by and between the Oak Park Unified School District ("the District") and the Oak Park Classified Association ("OPCA") (hereafter collectively referred to as "the Parties").

RECITALS

1. Classified unit members earn and utilize vacation under Article 13, Section 13.15 of the collective bargaining agreement ("CBA") between the District and OPCA.

2. There is a dispute regarding the total number of accumulated (banked) vacation days that may be accrued and carried over year to year by classified unit members under Education Code section 45197 and the CBA. According to Section 13.15.1, "Regularly employed full-time and part-time employees shall accrue vacation benefits monthly from their date of employment."

3. The parties desire to memorialize in this Agreement the current practice as it pertains to the annual payout of earned but unused vacation time to part-time unit members. While the parties have no obligation under Article 23 and Article 26 of the CBA to engage in negotiations that modify how classified unit members currently earn, utilize, accrue, and are paid out for unused but earned vacation time, the Parties desire to avoid the time, expense and risk attendant upon administrative proceedings and potential litigation, and further desire to settle, once and forever, all disputes arising out of, related to, or connected with the total number of accumulated (banked) vacation days that may be accrued and carried over year to year by classified unit members.

AGREEMENT

The Parties agree as follows:

1. Excess Vacation Days. Effective upon implementation of this Agreement, the parties agree that unit members who currently are documented on the District's books as having an excess of 10 accrued unused vacation days ("excess vacation days") shall not be permitted to use the excess vacation days during their tenure as a District employee. Instead, the unit members will receive compensation, per Paragraph 2, below, for the excess vacation days upon separation of employment.

2. Payment at Separation: Within 90 days of a unit member's separation from the District, the District agrees to pay the unit member the full value of the excess vacation days identified in Paragraph 1, above. The value of each excess vacation day shall be based on the unit member's hourly rate during the 2019-2020 school year. It is the District's intent to make payment to the unit member as soon as practicable following the unit member's separation. This provision shall apply only to excess vacation days as defined in Paragraph I, above. For all other accrued vacation time, consistent with the remainder of this Agreement, Article 13.15.4 shall apply regarding the payment of accrued vacation upon a unit member's separation from service.

3. Accrued Vacation. Beginning with the start of the 2020-2021 school year and in accordance with Paragraph 1 and 2 above, unit members shall have no more than 10 days of accumulated (banked) accrued vacation time on the District books. Unit members may utilize such vacation in accordance with the CBA. Unit members who have fewer than 10 days of vacation represented on the District's books as of June 30, 2020, shall continue to have that amount of accrued vacation at the start of the 2020-2021 school year and may utilize such vacation in accordance with the CBA.

4. Vacation Carry Over. Beginning with the start of 2020-2021 school year and each year thereafter, unit members may not carry over and accumulate (bank) from year to year more than their total number of annual earned but unused vacation days per year, per the annual vacation amounts specified in Article 13.15.1. For example:

- a. A unit member in their first 5 years of employment, may not carry over more than 12 days each year. Such unit members would be limited to 24 or fewer earned but unused vacation days each school year.
- b. A unit member in their 6th through 9th years of employment, may not carry over more than 15 days each year. Such unit members would be limited to 30 or fewer earned but unused vacation days each school year.
- c. A unit member in their 10th through 14th years of employment, may not carry over more than 17 days each year. Such unit members would be limited to 34 or fewer earned but unused vacation days each school year.
- d. A unit member with 15+ years of employment, may not carry over more than 20 days each year. Such unit members would be limited to 40 or fewer earned but unused vacation days each school year.

This paragraph clarifies the meaning of Article 13, Section 13.15.1 of the CBA and is intended to conform to Education Code section 45197, subdivision (d).

5. Tax Consequences. The District makes no representations regarding the federal or state tax consequences of this Agreement.

6. PERS Benefits. The District makes no representations or assurances as to the unit members' eligibility with respect to PERS benefits or, if they are eligible, the amount of any such benefits that they might receive, or are entitled to receive, due to their service to the District. The District further makes no representations or assurances as to the effect of this Agreement on unit member eligibility for and/or receipt of PERS credits or benefits.

7. Waiver and Release. OPCA hereby releases, acquits, and forever discharges the District, its Board of Education, agents, officers, employees, attorneys, successors, predecessors, insurers, and representatives from any and all claims, expenses, debts, demands, costs, and other actions or liabilities of any nature, whether known or unknown, whether in law or in equity, that it may have or claim to have as a result of or in any way related to this Agreement or unit member vacation, including, but not limited to, its right to civil actions, administrative complaints, grievances, actions before the Public Employment Relations Board, and any and all claims for breach of any employment agreement (whether express or implied), for breach of any covenant of good faith and fair dealing, and for any form of negligence. OPCA further agrees that it shall have no right whatsoever to file any lawsuit or institute any other action or legal proceeding of any type

whatsoever, or recover damages or lost wages, based upon, connected with, or in any manner arising out of or related to this Agreement or except to the extent the right to pursue or participate in any such proceeding cannot, pursuant to state or federal law, be waived. This Agreement and release is made notwithstanding section 1542 of the California Civil Code, which provides

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

OPCA expressly acknowledges that this release is intended to include in its effect, without limitation, all claims and causes of action that it does not know or suspect to exist in its favor and that this release contemplates the extinguishment of all such claims and causes of action: This Agreement and release does not waive any claims that may arise after the date this Agreement is executed.

8. No Precedent. The Parties agree that this Agreement embodies the voluntary agreement of the Parties as it relates to the unique facts and circumstances described herein. This Agreement is non-precedential, does not constitute a waiver by the District related to claims of any similarly situated employees, will not bind the District to any future action under similar conditions and cannot be introduced in any proceeding as evidence of past practice, intent of the Parties, or meaning or application of the Parties' employment contract.

9. No Admission of Fault. This Agreement is entered into by the Parties for the purpose of compromising and settling any and all potential disputes. It does not constitute, nor shall it be construed as, an admission of fault and/or liability by any party for any purpose.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, whether written, oral, express, or implied, are superseded by this Agreement.

11. Negotiated Agreement. This Agreement is the product of negotiation and preparation by and among the Parties. Therefore, the Parties expressly waive the provisions of Civil Code section 1654 and acknowledge and agree that the Agreement shall not be deemed prepared or drafted by any one of the Parties.

12. Amendments. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

13. Binding Effect. This Agreement is for the benefit of and shall be binding on all Parties and their respective successors, heirs, and assigns.

14. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs arising out of or related to the development of this Agreement and any and all matters related to unit member vacation rights.

15. Other Documents and Cooperation. All Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize and implement this Agreement.

16. Execution by Facsimile, Electronic Copy or in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile or other electronic version of any party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

17. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

18. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any party.

19. District Defined. The term "District" includes the Oak Park Unified School District, its agents, officers, employees, attorneys, successors, predecessors, insurers, and members of the Board of Education.

20. Voluntary Agreement. OPCA represents that it has read this Agreement and its attachments, if any, in full and understands and voluntarily agrees to all such provisions. OPCA further declares that, prior to signing this Agreement, it has apprised itself of relevant data, through sources of its own selection, in deciding whether to execute this Agreement. OPCA further represents that it has, as of the Date of Execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement, and that it has not assigned any rights or claims related hereto to any third party.

21. Governing Law. This Agreement is entered into under, and shall be construed and interpreted in accordance with, the laws of the State of California and the United States.

22. Union and Board Approval. The Parties recognize that, to be enforceable, this Agreement must be ratified by the OPCA membership and approved by the District's Board of Education.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below ("Date of Execution").

OAK PARK CLASSIFIED ASSOCIATION

Dated: 9-8-2020

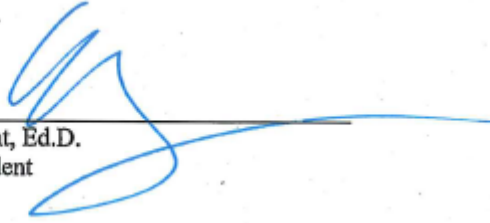

Virginia Standing
Oak Park Classified Association President

OAK PARK UNIFIED SCHOOL DISTRICT

Dated: _____

10/1/2020

Tony Knight, Ed.D.
Superintendent



Approved by the Board of Education of July 14, 2020

536-4/4730638.1

