



OXNARD UNION
HIGH SCHOOL DISTRICT

CAMPUS SUPERVISOR
AGREEMENT

November 15, 2020 through November 14, 2023

Master Agreement

Oxnard Union High School District

and

**California School Employees Association
and its Chapter #260**

November 15, 2020 through November 14, 2023

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ARTICLE 1. AGREEMENT AND RECOGNITION

- 1.1 This is an Agreement made and entered into this November 15, 2020, between the Oxnard Union High School District Board of Trustees, hereinafter referred to as "District," and the California School Employees Association and its Chapter 260, hereinafter referred to as "Association."
- 1.2 The District recognizes the Association as the exclusive representative for that unit of employees described as Campus Supervisor, Adult Education Campus Supervisors and Lead Campus Supervisor.
- 1.3 The representatives of the District and the Association, having met and negotiated pursuant to the provisions of the Educational Employment Relations Act, have agreed to jointly and unanimously recommend to the Board of Trustees and unit members that the terms and conditions set forth in this Agreement be adopted for the period November 15, 2020 and ending November 14, 2023 (3 year agreement), except as otherwise set out in a specific article. The terms and conditions of the Agreement shall become effective only upon adoption by the Board of Trustees at an official meeting and following ratification by the unit.

ARTICLE 2. DEFINITIONS

- 2.1 **"Association"** means the California School Employees Association; and its Oxnard Union Chapter # 260.
- 2.2 **"Bargaining unit member," "unit member," "campus supervisor," "adult ed campus supervisor," "lead campus supervisor," "employee"** shall mean an employee who is included in the appropriate unit as defined in Article 1 and therefore, is covered by the terms and provisions of this Agreement.
- 2.3 **"Board"** shall mean the Board of Trustees or its designated representative(s).
- 2.4 **"Classification"** is the act of placing a position within a classification and shall be construed to mean that each position in the campus supervisor bargaining unit shall have a designated title and a statement of the typical duties required to be performed in such position, and the regular hourly salary range for each position.
- 2.5 **"Consultation"** shall be defined as an alternative to meeting and negotiating to include meetings between the district and the Association on items of mutual or individual interest.
- 2.6 **"Daily Rate of Pay"** is the amount of money a unit member is paid per day based on his/her hourly wage and the regular number of assigned working hours per day.
- 2.7 A **"Day"** shall mean a day on which the District office is open for business.
- 2.8 **"District"** shall mean the Oxnard Union High School District.
- 2.9 **"Hourly Rate of Pay"** is the amount of money a unit member is paid per hour based on his/her position on the appropriate salary scale.
- 2.10 **"Immediate administrator," "immediate supervisor," "principal"** shall mean the administrative or supervisory employee who is the immediate supervisor of the employee, or the supervisor's designee.
- 2.11 **"Job description"** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in classification.
- 2.12 **"Permanent"** shall refer to a classified employee who has passed the initial probationary period of six months (not to exceed one year if the District elects to continue the probation after either attendance or performance problems).
- 2.13 **"Regular"** as used in regular classified employee or any similar phrase, refers to a classified employee who has probationary or permanent status.
- 2.14 **"Seniority"** is secured by length of service, by hire date, in paid campus supervisor status in the District from the first day in paid status as a regular employee. This provision is intended to be retroactive to the time prior to the transition to classified employee status. Whenever the hire date for unit members is the same, the determination for most senior shall be determined by lot (drawing).
- 2.15 **"Spouse"** – The term "spouse" shall include a registered domestic partner.
- 2.16 **"Superintendent"** shall mean the chief administrative officer of the District, or designee.

2.17 **"Workday"** shall mean a day on which employees are required to render service to the District.

ARTICLE 3. ASSOCIATION RIGHTS

- 3.1 **Facilities.** The Association and its members shall have the right to use school facilities and equipment at reasonable times when not otherwise in use for the purpose of meetings concerned with the exercise of rights incorporated in the Agreement. Such uses shall be in accordance with existing District policies.
- 3.2 **Communications and Notices of Activities.** The Association shall have the right to post notices of activities and matters of concern on a designated bulletin board at each of the schools provided that a copy of all materials to be filed with the principal within a reasonable period of posting. The Association shall have use of mailboxes at each high school campus site for general communication with members of the bargaining unit. The District shall provide each employee with his/her mailbox at each job site within a reasonable period of time after the ratification of this agreement. Nothing in this authorization to use the mailboxes or posting space authorizes a violation of the postal monopoly or Education Code § 7054.
- 3.2.1 An Association representative shall be allowed to make brief announcements at unit member staff meetings, provided said announcements are not political in nature.
- 3.2.2 The Association President or his or her designee shall be allowed to make short, salutary remarks at the annual opening of school meeting for unit members should unit members be included.
- 3.3 **Association Business.** An authorized representative of the Association shall be permitted to transact official Association business on school property at reasonable times not interfering with the educational process or District duties of the employee. The representative shall notify the administrative office of his/her campus presence and comply with the normal sign-in procedures.
- 3.4 **Public Information.** The Board agrees to furnish, upon written request of the Association, all public information required by the Association that is reasonably necessary for the Association to fulfill its role as the exclusive bargaining representative.
- 3.5 **Membership List.** The names and addresses of all unit members shall be provided to the Association during the month of October of each year or upon written request not to exceed four annually.
- 3.6 **Board Meeting Notices.** The District shall provide the Association with an electronic copy of the Board agenda booklet, less the confidential items and those materials that relate to negotiations. An electronic copy of the Board agenda booklet will be made available on the District's website. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District
- 3.7 Within thirty (30) days of ratification of this Agreement by the Board of Trustees, the District shall provide each unit member with a copy of said Agreement, plus twenty-five (25) copies to the Association for its use. It shall be a goal of the Association and the District to post the Agreement on the Internet Website of the District within 90 days of mutual ratification for access by unit members and the general public.
- 3.8 The District and the Association shall utilize a portion of a scheduled in-service day to review the changes to the provisions of this Agreement with the unit members, following ratification by the unit members and the school board.
- 3.9 CSEA shall provide the District with New Member Packets that the District shall provide to all new Campus Supervisors hired by the District. The District shall provide current Agreement and

any addenda to the Agreement to be placed into the packets prior to distribution to new Campus Supervisors.

- 3.10 The District shall provide CSEA Chapter 260 with a mailbox at the District Office.
- 3.11 There will be a joint committee on matters of mutual concern defined as a consultation committee. The purpose of the committee is for general communication and problem- solving either individual or collective and general communication to include mutual respect, staffing concerns, equipment, and notification of updated unit member lists. The committee shall consist of, at least, the Director and/or Assistant Supt. of Human Resources, the President of CSEA Chapter 260, Campus Supervisors, the designated CSEA Labor Relations Representative, and any other appropriate persons as needed. A regular quarterly meeting of the committee shall be scheduled. Release time will be provided to participating unit members when necessary.
- 3.12 If there are changes to the membership roster, at the end of the month in which the changes occur, the District shall provide to the Chapter President a list of all new hires (with home addresses, telephone numbers, work sites, hire dates, work hours), any unit member on LOA (and effective date of LOA), and any unit member who has left the district.

ARTICLE 4. DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of its operation; determine kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with past practice¹ and within the law; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Association and the Board, and then only to the extent such specific and express terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an actual or threatened natural disaster, national emergency, act of God, epidemic, or concerted activity, as contemplated in Article 19.

ARTICLE 5. NON-DISCRIMINATION

- 5.1 The District and Association agree not to unlawfully discriminate against any unit employee on the basis of race, color, religion, national origin, sex, age, politics, disability, sexual orientation, membership or participation in an employee organization. Alleged violations of this Article shall only be processed under the provisions of Article 18 (Grievance and Arbitration Procedures) of this Agreement.

ARTICLE 6. DUES OR FEES AND PAYROLL DEDUCTIONS

- 6.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against any employee for exercising nor not exercising the membership, participation or organizational activities rights guaranteed herein or for membership or non-membership in the Association.
- 6.2 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the CSEA form subject to the following conditions:
- 6.2.1 The Association shall notify the District, in writing, of the amount of dues and shall provide the District with notification of any changes in dues amounts or affected unit members at a time sufficiently prior to the next payroll lock deadline to allow the District an opportunity to make the necessary adjustments.
 - 6.2.2 The District shall not be obligated to implement any new Association monthly dues deduction until the pay period commencing not less than 30 workdays after such submission.
 - 6.2.3 Upon receipt of the list of individuals providing written authorization for payroll deductions of dues as members of the Association, the District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deduction made during the month and shall furnish the Association a list of all employees affected, together with the amount deducted for each.
 - 6.2.4 The District shall not require the completion of a new payroll deduction authorization when a dues or other change has been affected or at any other time without the express approval of the Association.
 - 6.2.5 The Association shall annually notify the District, in writing, of all members of the Association that have provided written authorization for payroll deductions. The Association shall provide the District with updated membership list as needed to ensure that dues are properly deducted from members of the Association.
 - 6.2.6 The written authorization for payroll deduction of unified membership dues shall remain in effect until expressly revoked in writing by the unit member, pursuant to the terms and conditions of the written authorization.
 - 6.2.7 Unit Member requests to cancel or change authorizations for payroll deductions for membership in CSEA shall be directed to the Association rather than the District.
 - 6.2.8 The Association is responsible for processing requests to cancel or change authorization for payroll deduction or unit members' membership status in CSEA.
 - 6.2.9 The District shall rely on information provided by the Association regarding whether dues payroll deductions were properly canceled or changed.
 - 6.2.10 An employee may terminate Association membership in accordance with Association policy and the terms of their application for membership and salary deduction authorization.

- 6.2.11 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 6.2.12 There shall be no charge by the District to the Association for regular membership dues deductions.
- 6.2.13 The Association shall promptly defend and indemnify the district and its employees and managers against any and all costs, losses, or damages because of civil or other action arising from the administration or implementation of this article or for any claims made by an employee for deduction made in reliance on information provided by the Association to the District to cancel or change member dues authorization. The District shall be required to promptly notify the Association of any claims made by employees relating to dues authorization. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any employee and remitted to the Association, and the employee does not owe same, the Association shall refund the same to the employee and the District shall not be liable for any refund. The Association agrees to furnish any information needed by the District to fulfill these provisions.
- 6.2.14 **Remittance of Funds**
- 6.2.14.1 Funds deducted on behalf of the Association pursuant to this Article will be remitted to the Association within fifteen (15) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 6.2.14.2 The District will provide the Association with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Association.

ARTICLE 7. EVALUATION

- 7.1 The purpose of the program of evaluation is to rate and attempt to improve the competence of the staff (individual unit members).
- 7.2 The program of evaluation shall apply to all unit members.
- 7.3 Each permanent classified employee shall be rated by his/her immediate supervisor in March each year unless he/she has been rated since the preceding February 1. The ratings will be made during an interview using the form in Appendix A. Additional ratings may be completed at the request of the supervisor or employee. The employee's signature on the report indicates only that he/she has received the report and not that he or she agrees with the judgments in it.
- 7.4 The employee may respond in writing, within 10 working days, to an evaluation with which the employee is not in agreement. This response shall be attached to the evaluation in question.
- 7.5 Evaluation of the competence of unit members under this program shall include, but shall not be limited to, consideration of:
- 7.5.1 Quality of Work
 - 7.5.2 Work Habits
 - 7.5.3 Working Relations
 - 7.5.4 Meeting Work Commitments
 - 7.5.5 Demonstration of Initiative
 - 7.5.6 Dependability and Reliability
 - 7.5.7 Attendance
 - 7.5.8 Safety
 - 7.5.9 Communication Skills
- 7.6 Written evaluations and the summary assessment reports of unit members shall include descriptions of unsatisfactory performance with specific recommendations for means of improvement and suggestions of available sources of assistance. Subsequently, one or more conferences shall be held with the employee to assist him/her in correcting deficiencies previously noted. A record of such conferences shall be prepared by the evaluator for the file on the employee and a copy submitted to him/her.
- 7.6.1. In order to allow the unit member to improve performance, the unit should be counseled verbally by the evaluator, when it becomes apparent to him/her that the employee's performance may result in an "N" Needs Improvement/"U" Unsatisfactory rating on the evaluation. The supervisor shall indicate the specific concerns on the evaluation.
- 7.6.2. If an employee is not given a formal written evaluation by March 31st of any school year and the District has not provided notice of a delayed evaluation, the employee is considered be "meet expectations" in each "performance factor" for that school year.
- 7.7 Article 18 of this Agreement (Grievance Procedure) shall apply only to the procedures of this Article, and not to supervisory judgements or recommendations.
- 7.8 A copy of the evaluation form is attached in Appendix A. It reflects the performance factors identified in 7.5 above. The Evaluator's comments section shall be used for narrative commentaries to reflect whether the employee's performance exceeds expectations, meets

expectations, needs improvement, or is unsatisfactory.

7.9 Probationary Employees

- 7.9.1. Probationary employees receiving less than satisfactory evaluations during the six (6) month probationary period may have the probationary period extended no more than six (6) months for a total of no more than one (1) year at the option of the District and notification to the chapter president after either attendance or performance problems have been noted.

ARTICLE 8. PERSONNEL FILES

8.1 Personnel File Contents and Inspection

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

ARTICLE 9. WORK HOURS AND WORK YEAR

- 9.1 The regular workweek of a full-time unit member shall consist of not more than five (5) consecutive working days (Monday-Friday). Employees assigned four (4) hours or more shall be compensated for all work performed on the sixth and seventh day at one - and one - half times the employees' regular rate of pay. Employees assigned fewer than four hours shall be compensated for all work performed on the seventh day at one-and one-half times the employee's regular rate of pay. Employees required to work on holidays (as set out in Article 10: Vacation and Holidays) shall be paid two-and one-half times the employee's regular rate of pay.
- 9.2 The length of a regular workday shall not exceed eight (8) hours. Each unit employee shall be assigned a fixed, regular number of hours. Because unit members are occasionally required to deal with emergency circumstances dealing with the health and safety of students, the immediate administrator may modify the required beginning and ending times by advising the unit members of the perceived need. If the modified hours are not acceptable to the unit members, unit members with the least seniority not so impacted will be assigned. Administrators can require additional or changed hours at any time the health or safety of students is involved. If this matter becomes a problem, the District and CSEA agree to bargain the issue of starting and ending times and hours allocation. The District and CSEA shall utilize an interest-based process designed to meet the needs of unit members and the District's need for safe and secure campuses.
- 9.2.1 The District agrees to compensate bargaining unit member at the rate of one- and one-half times the employee's regular rate of pay for each hour of work in excess of eight (8) hours per day or forty (40) hours per week.
- 9.2.2 Except as required for overtime, the salary paid unit members working within that classification at extracurricular events shall be the same as that earned during the regular day.
- 9.3 There shall be no restriction on number or type of funds from which unit members may be paid.
- 9.4 The basic work year for unit members shall coincide with the negotiated work year of the school based classified employees who provide direct services to students. Unit members rendering service outside of their normal work year will be paid on a pro rata basis not less than the compensation and benefits which are applicable to that classification during the regular school year.
- 9.5 Each unit member shall be granted one (1) rest period, not to exceed 15 minutes, during each continuous three- and one-half hour period of assigned responsibility. The rest period described herein shall be taken according to an assignment schedule established by the employee's immediate supervisor. Under no circumstances are rest periods to be combined, accumulated, nor compensated for in lieu of utilization.
- 9.6 Unit members shall work their normally scheduled shifts, including minimum day work schedules, and be paid for the full number of hours they regularly work in the event of a shortened school day or when school is canceled. Unit members may be asked to adjust work schedules to aligned with shortened day schedules, and may be exempted for good cause by site administrators.
- 9.6.1 Unit members will be paid for hours worked outside the assigned hours when approved in advance by the administrator responsible for the program budget required to pay for the additional hours.

- 9.7 Each unit members shall prepare and sign a monthly time report(s), or via electronic timesheet, if and when implemented. Unit members may retain a copy of time reports at the time the report is submitted.
- 9.7.1 Each unit member shall receive his/her direct deposit, electronic paystub or payroll warrant on the last working day of each month in which he/she worked except when prevented by the unexpected closure of the District office.
- 9.8 A unit member who is required to attend a faculty, department or district meeting which extends beyond his/her regular workday will be paid his/her applicable hourly pay for every hour or fraction thereof during which he/she is in attendance at said meeting.
- 9.9 A unit member shall be eligible and may be required to participate in inservice activities or other trainings offered which are relevant to his or her assignment. If approved or required to attend, he/she shall be paid according to his/her regular hourly rate of pay for such attendance. The District shall consider the availability of unit members when scheduling in-service activities or other trainings and shall make reasonable efforts to schedule such activities and trainings which reasonable advance notice.
- 9.10 A unit member assigned to work duties outside of his/her classification to perform the duties of a higher classification for five (5) or more days within a fifteen-day calendar period shall be compensated at the first step of the salary schedule for the higher classification for the entire time the unit member is required to work outside of his or her classification. A unit member assigned to perform work duties of a lower classification shall not suffer any decrease in compensation
- 9.11 Education Code § 45137 is applicable to unit members who work a minimum of thirty (30) minutes per day in excess of his or her assigned time. This requirement is intended to give statutory benefits (holiday pay, vacation, sick leave) based on the higher amount of time. It intends to prevent an assignment of fewer than the regularly worked hours to restrict statutory benefits.
- 9.12 Assignment of Extra Unassigned Hours during the School Day
- 9.12.1 Unit members who are willing to work extra-hour assignments shall be listed by seniority and rotation at each site.
- 9.12.2 Site administrators shall offer short-term extra hours first to site unit members on the condition that the unit members can cover the full assignment during the day and for the anticipated length of the short-term assignment.
- 9.13 Assignment of Extra-Curricular Events/Activities for Designated Campus Supervisor Positions
- 9.13.1 A list of known extra-curricular events/activities shall be provided to unit members as soon as calendar is finalized prior to the event for voluntary sign-up. Only unit members shall then be able to sign up in advance for those various extra- curricular events/activities on campus.
- 9.13.2 Assignments shall be offered at the site based on seniority and rotation.
- 9.13.3 If there are not enough unit members who can work or who are available to work the activity/event, then other OUHSD campuses shall be contacted by the Lead Campus Supervisor for additional unit members to work as outlined in 9.14.2.
- 9.13.4 It is recognized that there will be events/activities that occur at the last minute or are

lost in the scheduling process due to human error. Should that occur, the site administrator may choose to offer extracurricular Campus Supervisor assignments to non-bargaining unit members as deemed appropriate when no unit members are available at the site. The access to these events will not be remedied by payment for work not done. An unjustified last-minute cancellation by unit members may result in a three-month removal from the opportunity for participation in this assignment process.

- 9.13.5 Unit members should be provided an opportunity to work extra hours at events/activities normally utilizing external security. However, the final decision on assignment is based on the judgment of that site administrator with regard to student and site safety.
 - 9.13.6 Site administrators shall establish an adequate number of campus supervisor assignments as appropriate per event. Unit members choosing to work extra duty events in or similar to their classification shall be paid at their normal rate of pay.
- 9.14 Other Extra-Hour Assignments
- 9.14.1 In order to provide a safe working environment for unit members, students, and staff members, the District agrees to utilize unit members from various sites to work extra-hours as practicable.
 - 9.14.2 The task of soliciting and scheduling “extra unit members” assistance from other campuses will be assigned to the Lead Campus Supervisors at each site. Contact by the Lead Campus Supervisor shall be made to the Lead Campus Supervisors at the other OUHSD comprehensive high school sites. Lead Campus Supervisors will contact sites alphabetically starting with the school that follows their own campus name to provide additional unit members for the special event. Those unit members who have signed up at other District campuses to work additional hours shall then be contacted by their Lead Campus Supervisor regarding those additional work hours from the list generated in 9.12.1. The performance of the Lead Campus Supervisors in soliciting and scheduling “extra unit members” shall not be grieved.
- 9.15 In the allocation of job functions at our campuses, administrators have discretion in the assignment of unit members. However, campus supervisors will not be responsible for picking up trash or secretarial replacement during any work period.

ARTICLE 10. VACATIONS AND HOLIDAYS

10.1 **Vacations.** One (1) vacation day a month shall be granted to unit members. Unit members working a school-based schedule shall have ten (10) days a year added to the hourly rate of pay.

10.2 **Holidays**

10.2.1 Paid holidays for unit members shall be:

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

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

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

ARTICLE 11. LEAVES

11.1 Sick Leave

- 11.1.1 Members of the bargaining unit absent due to illness or injury must follow procedures established by their immediate supervisor to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness. Except in the case of emergency, said notification shall be made not later than one-half hour prior to the start of the work shift.
- 11.1.2 Sick leave benefits will be granted to all campus supervisor employees without pay deduction, on the basis of one day's leave for each month of service, including service in Summer School. Sick leave may be used only for personal illness, injury or quarantine except that up to one-half of the days granted annually may be used for the illness of a child, spouse, or parent of the employee.
- 11.1.3 Sick leave may be granted for absences due to medical or dental appointment, eye examinations or any professional medical services. An employee is to make an effort to schedule the appointment during off hours. Non- emergency medical or dental appointments for those assigned four (4) hours or fewer per day shall be conducted outside work hours.
- 11.1.4 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 11.1.5 The employee shall provide, upon District request, adequate verification of the use of these leave provisions. In instances of sick leave absence of six (6) consecutive days or more, an employee shall, upon completion of the District's absence form, attach a statement from his/her attending physician certifying the cause of absence. A unit employee who abuses sick leave or whose absence is excessive may be disciplined.
- 11.1.6 An employee anticipating a future sick leave absence due to surgery or other predictable cause shall notify the District in writing as far in advance as possible of said absence, including appropriate medical verification.
- 11.1.7 Sick leave may be transferred to and from another public-school district within one (1) year of employment.

11.2 Personal Necessity Leave

- 11.2.1 A maximum of seven (7) days of accumulated sick leave may be used in any school year for Personal Necessity Leave, including:
- 11.2.2 Death of a member of his/her immediate family, household member, close personal friend or a non-immediate family member (extension of bereavement leave).
- 11.2.3 Accident involving his/her person or property, or the person or property of a member of his/her immediate family or household member.
- 11.2.4 Appearance in court as a responding litigant.
- 11.2.5 Serious illness or accident to an immediate family member that requires the employee's absence from service.
- 11.2.6 Personal Necessity Leave may also be utilized for compelling personal circumstances

or business which cannot be expected to be disregarded, which cannot be dealt with during off-duty hours, which represent an imminent danger to the employee's immediate family/personal property, and which are not directly or indirectly related to any individual employee or Association concerted activity (as referred to in Article 19 in this District or any other governmental or private agency).

- 11.2.7 Approval shall be obtained prior to the absence if at all possible. Upon return from an absence for personal necessity, as outlined above, the employees shall upon request file a written statement verifying the use of these leave provisions.
- 11.2.8 Two of these days in addition to those for 11.2.2 and 11.2.3 (for death or injury to person or property) may be used for personal necessity without the requirement of prior approval.

11.3 **Extended Sick Leave**

- 11.3.1. When a unit member is absent because of illness or accident beyond his or her accumulated sick leave, he or she shall be paid at the rate of 50 percent (50%) of his or her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, when added to his/her current and accumulated sick leave (Education Code § 45191), shall not exceed 100 working days in the fiscal year. It shall not be cumulative and shall be exclusive of any other paid leave. A unit member who abuses sick leave may be disciplined.
- 11.3.2. Upon an employee's return to his/her work Classification following an extended sick leave, the District and employee will engage in an interactive process to explore reasonable accommodations and/or workplace modifications to enable him/her to perform the essential functions of his/her position in compliance with the Americans with Disabilities Act and California Department of Fair Employment and Housing regulations.
- 11.3.3. An employee who is unable to return to work with a medical release at the exhaustion of all available leaves may request an unpaid medical leave. If the leave is not granted, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months.
- 11.3.4. The extended sick leave shall be granted to all unit members on July 1 of each year.

11.4 **Child Rearing/Pregnancy Leave**

Absences due to disabilities caused or contributed by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated as temporary disabilities.

- 11.4.1 Within a reasonable amount of time prior to the expected date of delivery, adoption, or placement of a foster child in home, notice of the anticipated absence shall be given to the supervisor in writing; such notice to be accompanied by a written statement from the physician establishing the dates of anticipated delivery and disability as applicable.
- 11.4.2 Under California Ed. Code 44977.5 and 45196.1, a bargaining unit member who has worked 12 months in the district may elect to utilize up to twelve (12) weeks of Parental Leave occasioned by the birth of a bargaining unit member's child, or for placement of a child in connection with the bargaining unit member's adoption or foster child care.

1143 The twelve (12) week Parental Leave shall run concurrently with CFRA. The twelve (12) week Parental Leave shall run concurrently with Sick Leave Use (including 100 days of Sick Leave under Education Code Section 45191) for a bargaining unit member's adoption or foster child care.

1144 A bargaining unit member has the option of using any accumulated sick leave for the twelve (12) week Parental Leave. If a bargaining unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week Parental Leave, and continues to be absent from his or her duties on account of Parental Leave, the amount deducted from the bargaining unit member's salary for the remainder of the twelve (12) weeks shall be 50% of his/her pay after he/she exhausts accrued full-pay sick leave in accordance with Article 16.7.1. In order to qualify for 50% pay, a member must exhaust all accrued full-pay sick leave.

1145 An employee shall not be provided more than one twelve (12) week period for Parental Leave during any 12-month period. If a school year terminates before the twelve (12) week period is exhausted, the employee may take the balance of the twelve (12) week period in the subsequent school year.

11.5 **Jury Duty**

11.5.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours.

11.5.2 Employees, so called for jury duty, must notify the immediate supervisor of the service dates upon receiving said notice from officers of the court.

11.5.3 The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.

11.5.4 Employees are required to return to work during the day, or portion thereof in which jury duty services are not required. An employee whose regular assigned shift commences at 4:00 p.m., or later, shall be relieved from work with pay in direct proportion to hours served that day on jury duty as verified in writing by officers of the court.

11.5.5 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

11.5.6 All unit members are encouraged to exercise their responsibilities to the judicial system as jurors and the District supports its responsibility to provide jury duty leave. However, the Superintendent or designee may elect to exercise his responsibilities pursuant to Education Code § 44037 when he determines that service would be inimical to the education of students.

11.6 **Extended Leave**

11.6.1 An employee unable to report to work upon exhaustion of leave benefits shall be placed on a reemployment list for a period of thirty-nine (39) months. During the thirty-nine (39) months, when released for work, he/she must be employed over all other eligible candidates for positions in the Classification of his/her previous

assignment.

- 11.6.2 An employee who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an assignment in the Classification held immediately prior to the start of extended leave will be presumed to have waived his or her right to notice of the next three openings, and then must provide a written request to be reinstated in good standing on the list.

11.7 **Military Leave**

- 11.7.1 Members of the bargaining unit shall be granted any military leave to which they are entitled under law. Employees shall be required to request the District for military leaves in writing, including appropriate military orders, as far in advance as possible.
- 11.7.2 Upon return to this position in the District the employee shall have all the rights and privileges which he would have enjoyed had he not been absent from the District. He will advance on the salary schedule as if he had been working full time.

11.8 **Bereavement Leave**

- 11.8.1 The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family, or for the death of a relative. Immediate family shall mean: mother, father, grandmother, grandfather or grandchild of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 11.8.2 Employees exercising this leave of absence provision shall notify their immediate supervisor as soon as possible as to expected duration of the absence.
- 11.8.3 An employee shall be granted one (1) day of fully paid leave to attend the funeral of a close personal friend or of a relative, other than a member of his/her immediate family or household. An employee shall also be entitled to the use of available personal necessity leave as outlined in Article 11.2.7.
- 11.8.4 An employee shall be granted up to five (5) days of fully paid leave for a death in the employee's immediate family. In addition, the District may grant the following bereavement leave benefits for a death in the employee's immediate family: for the sixth (6th) through the tenth (10th) consecutive day, half pay shall be granted if personal necessity leave is not used; for the eleventh (11th) consecutive day or more, the employee will receive no compensation.
- 11.8.5 Employees shall provide, upon District request, additional verification of the use of this leave provision.

11.9 **Industrial Accident and Illness Leave**

- 11.9.1 Notwithstanding any other provision of this Article, only permanent employees of the District shall be eligible for Industrial Accident or Illness Leave as provided herein. See Education Code § 45192.
- 11.9.2 An employee who has sustained a job-related injury shall report the injury on the appropriate District form to the immediate administrator if physically able to within twenty-four (24) hours of knowledge that the illness is an alleged industrial

illness.

- 11.9.3 Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same illness or accident.
- 11.9.4 Allowable leave shall not be accumulated from year to year.
- 11.9.5 Industrial Accident or Illness Leave shall commence on the first day of absence.
- 11.9.6 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 11.9.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.
- 11.9.8 During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. When sick leave, extended illness leave, vacation, compensating time off or other available paid leave is used in conjunction with temporary disability benefits derived from Workers' Compensation, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits. Upon conclusion of this industrial paid leave, an employee may utilize any available Sick Leave, vacation, compensating time off or other available paid leave (Education Code § 44043) benefits providing that any leave utilization, when combined with any temporary disability indemnity shall not exceed 100 percent (100%) of the employee's normal compensation.
- 11.9.9 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers' Compensation physician certifying the employee's ability to return to his/her position Classification without restrictions or detriment to the employee's physical and emotional well-being.

11.10 Leave of Absence without Pay

- 11.10.1 An employee requesting an extended unpaid leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Trustees. The decision of the Board for approval or denial of these requests shall be final.
- 11.10.2 The granting of a leave of absence without pay gives to the employee the right to return to his/her position at the expiration of his/her leave of absence, if the position still exists and provided that he/she is physically and legally capable of performing the duties.
- 11.10.3 When an employee returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave benefits. The employee shall

return to the appropriate salary schedule placement based on the number of years of service.

11.11 Association Leaves

11.11.1 As defined and limited herein, up to six (6) days per year of paid leave of absence shall be granted to the Association President, or designee, for legitimate Association purposes. The leave may not be used for matters contemplated in the Article 19 of this Agreement that involve the Oxnard Union High School District or any other public agency. Except in extenuating circumstances, two (2) days written and advance notice to utilize Association Leave shall be submitted to the Superintendent.

11.11.2 In addition to the provisions in 11.12.1 above, the Association may request utilized eight (8) additional days of leave of absence per year for legitimate Association business. The leave may not be used for matters contemplated in Article 19 of this Agreement that involve the District or any other public agency. For days of leave granted pursuant to this subsection, the Association shall promptly reimburse the District for substitute salary costs.

11.11.3 Notwithstanding the provisions of sections 11.12.1 and 11.12.2 above, no one individual shall use more than eight (8) days per year for Association Leave.

11.11.4 Unelected Member Leave. Unelected members of the CSEA use association leave “to attend any important District activity,” but only if all of the following circumstances exist:

1. CSEA makes the request for the leave;
2. CSEA has authorized the use of leave for that organizational activity;
3. CSEA provided “reasonable notification” when it requested the leave; and
4. Only a “reasonable number” of unelected employees are on this type of leave at a time.

CSEA must reimburse the district for “all compensation,” including retirement contributions, paid to any employee on account of his or her use of association leave and must do so within a reasonable period of the organization’s receipt of the district’s certification of payment to the employee.

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

11.12.1 The District and CSEA elect to utilize the one-year backwards method of determining FMLA leave availability; i.e. upon the request for FMLA leave, appropriate leave utilization will be calculated going back one year from the date of request.

11.13 An employee who has experienced a serious illness or injury absence, paid or unpaid, shall be permitted to return to service after said absence only upon presentation of a release from the attending physician certifying the employee's ability to return to his/her position classification and perform the essential functions with or without reasonable accommodations or detriment to

the employee's physical and emotional well-being in accordance with the law.

11.14 The District will use its best efforts to have a pool of qualified substitutes in the event that substitute coverage is necessary. Copies of updated substitute lists will be made available to CSEA annually, upon request.

11.15 **Catastrophic Leave**

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

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

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

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

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

11.15.1.5 The maximum benefit to be received by any employee for any single catastrophic illness or injury is two (2) consecutive semesters.

11.15.1.6 Any employee who receives paid leave pursuant to this program shall use any sick leave hours that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

11.15.2 Catastrophic illness or injury is also defined as an illness or injury which incapacitates a member of the employee's immediate family as defined in Education Code § 44985.

11.15.2.1 The catastrophic illness or injury must require that the employee take time off from work for an extended period of time to care for the immediate family member.

11.15.2.2 The employee must exhaust all accrued paid leave hours before using donated leave hours.

11.15.2.3 An employee whose immediate family member who is suffering from a catastrophic illness or injury must request the donation of eligible leave hours in writing.

- 11.15.2.4 The employee shall provide verification of catastrophic illness or injury for his/her immediate family member by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
 - 11.15.2.5 The Superintendent or designee shall determine that the employee is required to take time off work for an extended period of time to care for the immediate family member and has accrued paid leave hours. When verification and exhausted all determination have been made; the committee may then approve the transfer of accrued sick leave hours.
 - 11.15.2.6 The maximum benefit to be received by any employee for any single catastrophic illness or injury of an immediate family member is two (2) consecutive semesters.
 - 11.15.2.7 Any employee who receives paid leave pursuant to this program shall use any sick leave hours that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.
- 11.15.3 Employees may donate sick leave hours to a specific employee when that employee or a member of his/her immediate family suffers from a catastrophic illness or injury, the employee is unable to work, and the employee has exhausted all accrued paid sick leave hours.
- 11.15.3.1 Eligible leave hours are defined as sick leave.
 - 11.15.3.2 Eligible leave hours are to be donated in hourly increments.
 - 11.15.3.3 An employee wishing to donate accrued leave hours to a specific employee under this agreement shall complete, sign, and deliver a form designating the number of leave hours to be donated; acknowledging that his/her transfer of leave hours is irrevocable.
 - 11.15.3.4 The committee shall inform employees of the means by which donations may be made in response to the employee's requests.
 - 11.15.3.5 Sick leave donations will be time and date stamped as received by the Human Resources Office. All sick leave donations will be used in order of receipt. In the event that more sick leave is donated than is needed, the sick leave will be returned to donors in reverse order of receipt of donation.

11.17 Subpoena Leave

- 11.17.1 A unit employee who receives a subpoena for appearance in court shall receive full pay for such absence from duty provided that he/she complies with the stipulations listed below:
 - 11.17.1.1 The employee must present to the office of Human Resources a copy of the actual subpoena to appear.
 - 11.17.1.2 The employee must submit to the Business Office any check or warrant

received in payment, excluding mileage compensation, for the court appearance.

- 11.17.1.3 If the employee demands witness fees and mileage upon service and reports the amount to the District, the employee shall retain one-half of the payment.

11.18 **Return from Medical Leave**

Unless the information necessary to justify the safe return of the employee is provided by the employee's doctor, pursuant to 11.1, 11.2, 11.4, 11.7, or 11.16 the District may at its expense require a medical examination prior to the right of the employee to return to work.

ARTICLE 12. TRANSFER/PROMOTIONS

- 12.1 **Definition.** A transfer is defined as a change of job site but within the same position classification.
- 12.1.1 A promotion is defined as a change in classification from either an Adult Ed. Campus Supervisor or a Campus Supervisor classification to a Lead Campus Supervisor.
- 12.2 **Criteria for Transfer.** The following criteria shall be used in consideration of transfer requests:
- 12.2.1 The needs and efficient operation of the District.
- 12.2.2 The contribution the staff member can make in the new position.
- 12.2.3 The qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated.
- 12.2.4 The length and quality of the service rendered to the District by the employee.
- 12.2.5 The recommendation of the immediate supervisor to whom the employee is currently responsible, and the immediate supervisor where the vacancy exists.
- 12.2.6 The preference of the employee.
- 12.3 **Employer Initiated Transfers**
- 12.3.1 After consultation with the Association, a transfer may be made by the District at any time for any of the following reasons:
- 12.3.1.1 A change of enrollment or workload necessitating transfer of campus supervisor staff.
- 12.3.1.2 Improved efficiency of the District.
- 12.3.2 In cases where a particular employee must be transferred involuntarily, when all transfer criteria are judged equal by the District, and when there is no suitable volunteer, the least senior employee within a given Classification at a particular job site shall be involuntarily transferred.
- 12.3.3 An employee may request of the Superintendent or his/her designee a conference or a written statement regarding reasons for the involuntary transfer.
- 12.3.4 In the exercise of this right of involuntary transfer, the District shall not act in a manner that is arbitrary, capricious or discriminatory.
- 12.3.4.1 An involuntary transfer that results in additional travel for an employee of more than fifteen (15) miles per day round trip between either home and the new job site, or the old job site and the new job site (whichever is less), shall be paid a flat mileage rate of \$100.00 per year, or proportional fraction thereof for less than a full year of additional travel, as described herein; said mileage reimbursement shall not last more than two (2) full years following the involuntary transfer.
- 12.4 **Posting of Open Campus Supervisor Positions**

- 12.4.1 Whenever there are unfilled allocated and permanent Campus Supervisor hours the following shall apply in order:
 - 12.4.1.1 The on-site Campus Supervisors shall be offered the additional hour(s) provided that the hour(s) can be worked without compromising the number of Campus Supervisors desired by the administration to be concurrently working at any point in time and to provide adequate coverage throughout the school day. The District shall post the vacant Campus Supervisor hours/positions available to all current Campus Supervisor(s) in the District.
 - 12.4.1.2 Said job postings shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 12.4.2 The filing of an open campus supervisor position on is without prejudice to the employee and shall not jeopardize the present assignment.
- 12.4.3 An employee may request consideration to a vacancy within his/her classification that represents a longer or shorter work schedule.
- 12.4.4 Senior employees with the last three (3) consecutive satisfactory performance evaluations will be given first consideration regarding vacant positions in their classification that represents an increase or decrease in the number of hours they are working.
 - 12.4.4.1 When seniority is equal, then seniority ranking shall be determined by lot (drawing).
 - 12.4.4.2 Voluntary transfer requests shall not be processed in situations that might impede the recall of laid-off employees.
- 12.5 Filing for Campus Supervisor Positions
 - 12.5.1 Any permanent employee with a current satisfactory evaluation in the bargaining unit may file for the vacancy by submitting a District application form to the Human Resources Division within the filing period.
 - 12.5.2 A copy of all published recruitment bulletins shall be provided to the chapter president.
 - 12.5.3 Interview committees for filling unit positions shall include a CSEA representative of the Campus Supervisors if such representative is willing to serve and responds in a timely fashion. Such duty is considered to be service on the behalf of CSEA and will not be compensated. The CSEA Chapter President shall respond to the District for the appointment of a CSEA representative and notify the District in a timely fashion. This process will be utilized only when there is more than one candidate for the position.
- 12.6 Promotions
 - 12.6.1 All promotions to Lead Campus Supervisor shall maintain step and receive no less than a 5% increase.

ARTICLE 13. PAY AND ALLOWANCES

- 13.1 Campus supervisors and Lead Campus Supervisor shall be paid according to the schedule listed in Appendix B. The District agrees to adjust the salary schedules by the same percentage applied to the certificated unit salary schedule effective yearly beginning with the 2003-2004 school year and for the duration of this Agreement.
- 13.2 All employees shall receive warrants/paychecks or electronic paystub/direct deposit on the last working day of the month as determined by the County Office of Education.
- 13.3 District shall compensate employees for mileage incurred in the performance of their duties as established by Board policy.
- 13.4 A campus supervisor shall be compensated when directed by the District to attend training conducted outside of work hours unless the training is part of the minimum qualifications for the position.
- 13.5 All Campus Supervisors shall be required to wear a uniform while on duty as a safety measure for easy identification.
 - 13.5.1 The district shall pay the cost of the purchase or replacement of uniforms required by the District to be worn by Campus Supervisors. CSEA and District Administration shall form an ad hoc committee to determine the colors of uniform and memorialize in a Memorandum of Understanding.
 - 13.5.2 The District shall provide one (1) windbreaker and one (1) hooded waterproof jacket per Campus Supervisor. Windbreakers and hooded jackets shall be worn on the exterior of seasonal clothing while on duty. Windbreakers and waterproof hooded jackets are District property and must be returned to the district at the termination of a unit member's employment.
 - 13.5.3 The District shall provide a total of five (5) shirts, which may include up to three (3) polo shirts, to each Campus Supervisor to be worn on duty. The t-shirts and polo shirts shall become the property of the Campus Supervisors and shall not be returned to the District at any time. Site administrators shall have discretion regarding the attire of Campus Supervisors on rally/school spirit days.
 - 13.5.4 The District shall provide vests in various sizes to be kept at the sites as needed. Vests are District property and must be returned to the site at which they were issued.
- 13.6 The District believes that all campus supervisors should be paid competitively when compensation is compared with school districts in Ventura County and other classified employees within the district. Normally, classification compensation will be addressed during the year when the successor agreement is negotiated. The parties agree to suspend this reclassification process until and unless the formula agreement for certificated goes positive rather than negative.
 - 13.6.1 Should the reallocation not be implemented for Campus Supervisors by July 1, 2004, the parties agree to meet and negotiate the implementation of the proposed reallocation of Campus Supervisors.
- 13.7 Equalized Pay for All Campus Supervisors [excluding Adult Ed.]

All Campus Supervisors/Lead Campus Supervisors salary shall be equalized. Said equalization is accomplished by taking the total paid work days plus up to 3 in- service days (for the school year 2009-10 there is only one in-service day; for the school year 2010-2011 there will be NO in-service days), plus 13 paid holidays (July 4 does not fall during the regular school year), equals total paid days. Those days are then multiplied by the unit member's daily rate of pay (hourly rate multiplied by assigned hours per day). That total is then divided by 10 to provide equal paychecks for each campus supervisor. On any non-student days, when campus supervisors are scheduled to work, they shall report to the Associate principal in charge of campus supervision on scheduled Professional Development days, CSEA shall receive Professional Development.

13.7.1 All Adult Ed Supervisors shall be paid hourly based on submitted timesheets and do not receive equalized pay.

13.8 Work calendars shall be distributed to CESA members at the beginning of the school year.

ARTICLE 14: HEALTH BENEFITS

- 14.1 The fringe benefit program shall include: Dental, Medical, Life and Vision insurance.
 - 14.1.1 Employees in more than 6-hour positions shall have 75 percent (75%) of the cost of benefits paid by District. Those assigned eight (8) hours shall have the 100 percent (100%) paid.
 - 14.1.2 Effective July 1, 2020, all unit members shall receive Dental, Vision, and Life insurance benefits. All unit members shall have 100% of the cost of such benefits in the basic plan offerings paid by the District (Phase 1).
 - 14.1.3 Effective July 1, 2021, unit members in 6-hour positions shall have 75 percent (75%) of the cost of Medical insurance benefits paid by the District (Phase 2). Ten years of service is required and must be maintained for 100% payment at six to seven (6-7) hours. After 10 complete years of continuous service in a six 6- hour position, an employee shall have 100 percent of health benefits paid by the District as long as the employee continues to work in an assignment of 6 hours or more per day.
 - 14.1.4 Effective July 1, 2022, all unit members shall receive Medical Insurance benefits. Unit members in 4-5-hour positions shall have 50 percent (50%) of the cost of benefits paid by the District (Phase 3).
- 14.2 Employees shall not be required to participate in the health and welfare program of benefits. Employees electing not to receive health benefits shall so indicate on District provided forms.
- 14.3 Employees may participate in the District IRS Section 125 plan.

ARTICLE 15. EMPLOYEE SAFETY

- 15.1 It shall be the employee's responsibility to report to the principal any observed unsafe physical conditions in the buildings or on the school premises.
 - 15.1.1 The report should be done verbally as soon as the condition is recognized.
 - 15.1.2 The employee shall file a maintenance repair request with his/her appropriate supervisor. One copy shall be retained by the employee and one forwarded to CSEA.
 - 15.1.3 Work/repair requested shall be done within a reasonable period of time.
 - 15.1.4 A copy of the completed maintenance repair request shall be forwarded to CSEA.
- 15.2 It shall be the employer's responsibility to: investigate employee reports, as described herein, and assess the physical condition reported; and to take appropriate action and correct unsafe conditions whenever financial resources allow and when it is administratively practical following appropriate safety condition regulations as set forth by the California Occupational Safety and Health Act, Board policy and administrative regulations of the District.
- 15.3 It shall be the obligation of each employee to work in a safe manner and not create hazards.
- 15.4 It shall be the responsibility of any employee who is the victim of an assault or battery in connection with his/her employment to:
 - 15.4.1 Verbally report the incident to the principal and/or immediate supervisor at the earliest possible time.
 - 15.4.2 Submit a written report of the incident to the principal and/or immediate supervisor at the earliest possible time.
- 15.5 It shall be the responsibility of the principal and/or the immediate supervisor to report the incident to the Superintendent's office and such other authorities as deemed appropriate with the least possible delay.
- 15.6 It shall be the responsibility of the District to provide, upon request by the involved employee(s), appropriate non-confidential information relating to an incident of assault and/or battery.
- 15.7 Except in disaster or emergency situations, the District shall not require an employee to work in a life-endangering condition.
- 15.8 In the event that unhealthful conditions cause the dismissal of student and certificated staff members, campus supervisor personnel shall be dismissed from their duties, without loss of pay for the remainder of the day, after safe departure/delivery of students.
- 15.9 To the extent required by law or otherwise in the absolute discretion of the District, when an employee is included in litigation which asserts liability for non-intentional or non-willful acts occurring within the course and scope of employment, the District will provide a defense if the employee gives the District control of the litigation including but not limited to the right to compromise and settle the matter on terms acceptable to the District.
- 15.10 All Campus Supervisors shall receive training (Customized Non-violent Intervention Training) and the District shall establish a District-wide administrative procedure regarding the methods to be utilized by Campus Supervisors to "break up" fights on campus. This policy shall be distributed

to all Unit Members.

- 15.11 The District agrees to provide Campus Supervisors with a place to secure their personal items.
- 15.12 Employees may be reimbursed for personal equipment or clothing damaged or stolen to a maximum amount of \$500. This amount will be reimbursed only if the employee has registered the personal equipment with the principal. It will be the responsibility of the Campus Supervisor to report the vandalism immediately, so that a reasonable determination may be made that the vandalism occurred at that time on District property. The amount of reimbursement to the unit member will be limited to the amount of the unit member's insurance or five hundred dollars (\$500), whichever is less.
- 15.13 Site administrators shall have the responsibility for distribution of school site keys.
- 15.14 The Association shall be invited to send a representative of the association to the District Safety Committee and any similar body which addresses safety matters which concern Association members. The Association President shall appoint the representative. If a committee meeting occurs during the workday of the representative, the representative shall be granted reasonable release time to attend the meeting. If a committee meeting is scheduled outside of the representative's workday, the representative shall be paid at their regular hourly rate.
- 15.15 The District shall notify the Association of any changes to its Injury and Illness Prevention Program (IIPP) and like policies to provide the Association the opportunity to meet and negotiate over such changes if they are within the scope of negotiations under the Educational Employment Relations Act.
- 15.16 A bargaining unit member may be required to perform duties as a "disaster service worker" pursuant to Sections 3100, et seq., of the Government Code.
- 15.17 In the event of an emergency closure of a unit member's worksite, including closures caused by natural disasters, quarantines, or government orders, a unit member shall receive his/her daily rate of pay and benefits to the extent required by law. If make-up days are required by law, the District shall meet and negotiate with the Association over the scheduling of such days.

ARTICLE 16. SUMMER SCHOOL

- 16.1 Any unit member positions available for summer school shall be posted at each school site and at the District office by May 15. All information regarding hours and job classification, as well as, date of deadline for application, shall be included in notice. A list of these unit member summer school openings shall also be sent to the Association. By June 1, summer school unit members shall be selected. These job offers may be rescinded on the basis of seniority and student enrollment for summer school.
- 16.2 A unit member who accepts the summer school assignment and fails to fulfill his/her obligation shall not be eligible for a summer school assignment for that year and for two subsequent years. This does not include a unit member who initially accepts, but then declines assignment at least two (2) weeks prior to the beginning of summer school.
- 16.3 Any unit member who receives an “N” (needs improvement) and/or “U” (unsatisfactory) or less than satisfactory on their evaluation, or on their current and/or most recent evaluation will not be eligible for the summer school pool unless the unit member satisfactorily completes an improvement/development plan prior to June 1. Satisfactory completion of an improvement/development plan shall be documented with an additional evaluation which indicates improvement that “meets or exceeds” in the required performance factors.
- 16.4 Preference for assignment will be given to the unit members assigned to the site upon which the summer school program is to be conducted on the basis of seniority except that in succeeding summers the positions will be rotated to those not employed the prior summer until all personnel have had an opportunity to serve.
- 16.5 To qualify for a summer school position, a unit member shall have been employed at least 13 calendar months from date of hire. It is the intent to allow unit members with seniority the ability to work during the summer when positions District-wide may be limited.
- 16.5.1 Notwithstanding 16.5 above, at a new school where none of the unit members has 13 months of seniority with the District, if seniority, based on date of hire is equal, determination of eligibility for summer school positions at that site shall be determined by the District based upon the recommendation of the immediate supervisor.
- 16.5.2 Notwithstanding 16.5, initially Adult Ed Supervisors are given first opportunity to work at the Adult Ed Summer Program.
- 16.5.3 Unit Members shall be offered summer school unit member positions in accordance with the procedures in 16.4 unless there are no unit members eligible to be hired.
- 16.6 Unit members interested in working a summer assignment must provide current contact information that will allow district to reach them promptly.

ARTICLE 17. JOB POSTINGS

17.1 Posting of Notice

- 17.1.1 Notice of all job vacancies available to candidates from within the District shall be posted on bulletin boards in prominent locations at each District job site; unless a vacancy for the same classification has been posted within the last 90 days.
- 17.1.2 District shall provide electronic job vacancy notices to lead campus supervisors from each site that will be responsible for posting the notices at respective site bulletin boards, except those sites where there is no lead. In cases where there is no lead, a mutually agreed upon designee will be appointed for posting purposes only.
- 17.1.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 17.1.3 The District may at its option substitute postings on its official website for any and all postings in other physical locations provided that the CSEA President is provided an electronic copy. Campus supervisors will be allowed to access computers on their assigned school site; and if requested provided up to one hour of training in how to access the District website's position postings.

17.2 Filing

- 17.2.1 Any employee in the bargaining unit may file for the vacancy by submitting a District application form to the Human Resources Division within the filing period.
- 17.2.2 Job postings shall be made in the staff dining rooms and in the staff lounge at the high school campuses except at Frontier where postings shall only be in the staff lounge. The District will continue its practice of individual notification in those cases where written requests for transfer or promotion have been filed with the District.

ARTICLE 18. GRIEVANCE AND ARBITRATION PROCEDURES

- 18.1 General Provisions. A grievance is defined as an alleged violation, misapplication or misinterpretation by a unit member or the Association that the District has violated a specific term of this Agreement and that by reason of such violation the grievant believes that his or her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.
- 18.1.1 The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.
- 18.1.2 The written statement described herein shall be submitted on a Grievance Form attached as Appendices F1 and F2, and said statement shall not be changed at later levels of the grievance and arbitration procedures, as described in this Article.
- 18.2 Informal Level. Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with his or her immediate administrator. Either the grievant or immediate administrator may have a representative present at said informal conference providing twenty-four (24) hours advance notice is given to the other party.
- 18.3 Formal Level
- 18.3.1 Level I
- 18.3.1.1 If an employee or the Association wishes to initiate a formal grievance, he/she or the Association must do so within twenty (20) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.
- 18.3.1.2 The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; an explanation of informal resolution efforts; and the specific remedy sought. The written statement described herein shall be submitted on a jointly- developed Grievance Form provided by the District, and said statement shall not be changed at later levels of the grievance and arbitration procedure, as described in this Article.
- 18.3.1.3 Either party may request a personal conference with the other party. The administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.
- 18.3.2 Level II
- 18.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the

grievant may appeal the decision in writing to the Superintendent or his/her designee within ten (10) workdays after the termination of Level I.

- 18.3.2.2 This written appeal described herein shall be submitted on a Level II Grievance Form provided by the District, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference.
- 18.3.2.3 The Superintendent or designee shall communicate a written decision within ten (10) workdays after receiving the appeal and such a decision will terminate Level II.

18.4 Level III--Mediation

- 18.4.1 If the Association or District elects, the grievance may be referred to a mediator from the State Mediation and Conciliation Service. Both the Association and the District agree to participate in the process in good faith in an attempt to reach an equitable resolution.
- 18.4.2 Either the District or the Association may contact SMCS for the assignment of the mediator. A meeting will be scheduled as soon as calendars can be arranged.
- 18.4.3 If the Association and the District agree, they may use an alternative to the SMCS.
- 18.4.4 The costs of mediation are to be borne equally.

18.5 Level IV-Arbitration

- 18.5.1 A grievance which is not settled at Level III, and which the Association desires to contest further, shall be submitted to binding arbitration as provided herein, but only if the Association gives written notice to the District of its consideration of arbitration of the grievance within ten (10) workdays after the termination of Level III. The Association shall notify the District that it intends to arbitrate a grievance within ninety (90) days following the termination of Level III. It is expressly understood that the only matters which are subject to binding arbitration are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Level IV shall not constitute a waiver by the District of a defense that the dispute is not grievable. However, District failure to raise such an arbitrability or grievability issue at Level I shall constitute a waiver of non-arbitrability or non-grievability at subsequent levels of this procedure.
 - 18.5.1.1 Upon the mutual and written agreement of the District and the Association, the parties may elect to utilize the expedited arbitration procedures of the American Arbitration Association.
- 18.5.2 Selection of Arbitrator. The District and the Association agree to request from the State Mediation and Conciliation Service an odd numbered panel of arbitrators qualified to render a decision in the public schools of California. The order of striking shall be determined by lot. The last name remaining shall serve in accordance with the procedures of SMCS. If either the District or the Association wants to reject the entire list before striking, a request for another panel will be forwarded to SMCS. If for some reason that arbitrator cannot serve, a new list shall be requested from SMCS

and the above process begun again. Nothing set out above shall restrict the District and the Association from mutually agreeing upon an arbitrator.

- 18.5.3 Motion to Dismiss. The District may claim that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions.
- 18.5.4 Limitations upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, and misinterpretation of this Agreement in the respect alleged in the Grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for an arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.
 - 18.5.4.1 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable.
 - 18.5.4.2 No decision rendered by the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the ten (10) day period specified in Level I of the grievance procedure. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.
 - 18.5.4.3 The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- 18.6 Arbitrator's Decision, Board Review
 - 18.6.1 The grievance and arbitration procedure described above is to be the Association's and a unit member's sole and final remedy for any claimed breach of this Agreement.
 - 18.6.2 Disciplinary matters will remain the final authority of the Board of Education pursuant to Education Code §45113 and not be subject to binding arbitration.
- 18.7 Expenses. All fees and expenses of the arbitrator shall be shared equally by the parties. Each party

shall bear the expenses of the presentation of its own case.

- 18.8 Failure to Meet Time Limits. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.
- 18.9 Association Representation. In situations where the Association has been requested in writing not to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.
- 18.10 Reasonable Released Time. Grievance meetings normally will be scheduled by the District so as not to conflict with assigned duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's Central Office, the District shall provide released time with no loss of pay to one authorized representative of the Association so that the session can be accommodated within such business hours.
- 18.11 No Reprisal. There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.
- 18.12 Grievance Files. The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.
- 18.13 District will provide reasonable released time for the preparation of a grievance when such preparation is not possible during non-working hours.

ARTICLE 19. CONCERTED ACTIVITIES

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

ARTICLE 20. EFFECT OF AGREEMENT

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

ARTICLE 21. CLASSIFICATION OF EMPLOYEES

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

ARTICLE 22. SAVINGS

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

ARTICLE 23. SUPPORT OF AGREEMENT

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

ARTICLE 24. COMPLETION OF MEET AND NEGOTIATION

- 24.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 25. TERM AND RENEGOTIATIONS

- 25.1 This Agreement shall remain in full force and effect and closes negotiations for the period from July 1, 2020, to and including June 30, 2023; and thereafter shall continue in effect from year to year, unless and until one of the parties notifies the other in writing no later than January 1, 2023, of its request to modify, amend or terminate the Agreement after June 30, 2023.
- 25.2 The Parties agree that due to the unknown effects and impact of the COVID-19 pandemic, the District's budget outlook for the 2020-2021, 2021-2022, and 2022-2023 school years is uncertain. Both parties retain the right during the term of this Agreement to reopen contract articles or negotiable subjects with a fiscal impact if the District's funded base grant under LCFF decreases or increases in any fiscal year during the term of this Agreement.

ARTICLE 26. EFFECTS OF LAYOFF

26.1 Layoff and Reemployment

- 26.1.1 Reason for Layoff. The District will notify the Association of any contemplated layoff due to lack of funds or lack of work. The only reason for layoff or a reduction of assigned hours shall be lack of funds or lack of work which shall be determined in line with CSEA v. Pasadena.
- 26.1.1.1 Length of service shall mean hire date within a classification.
- 26.1.1.2 Campus supervisors hired prior to November 15, 2000 will be provided seniority credit from their date of hire for the purposes of layoff seniority.
- 26.1.2 Notice of Layoff. Any layoffs shall take place upon sixty (60) calendar days written notice. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff, and information on his/her displacement rights, if any, and re-employment rights.
- 26.1.3 Order of Layoff. Layoff or a reduction in assigned hours will be based on seniority in classification. Employees with the least number of years of District employment within a classification will be the first to be laid off or have a reduction in assigned hours if necessary, because of lack of work or lack of funds. Those laid off would be eligible for reemployment for a period of thirty-nine (39) months in inverse order of layoff.
- 26.1.4 Equal Seniority. If two (2) or more permanent employees subject to layoff have equal classification seniority, the layoff determination of rights shall be determined on the basis of relative quality of evaluations, then by lot.
- 26.1.5 Reemployment Rights. Permanent laid-off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other employment in the Classifications affected by said layoffs.
- 26.1.6 Notification of Reemployment. An employee, who is laid off and is subsequently eligible for reemployment as provided for herein, shall be notified in writing by the District.
- 26.1.7 Employee Notification to the District. An employee shall notify the District in writing of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within ten (10) days as provided for herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline two (2) offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all reemployment rights.
- 26.1.8 Reemployment. Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) months right to the higher position.
- 26.1.9 Layoff as used herein shall refer to separation from service or reduction in assigned time.
- 26.1.10 Subject to insurance carrier approval, fringe benefit coverage, if currently provided, shall

continue for thirty (30) days for those unit permanent members who have worked a full school year and who are given layoff notice as a result of a reduction in force action by the Board on or before June 1 of the previous school year, provided said employee does not accept gainful employment elsewhere during the thirty (30) day period.

- 26.1.11 Employees given a notice of intended non-reemployment shall be entitled to use three (3) days of available personal necessity leave for purposes of bona fide job interviews with other prospective employers.
- 26.2 The District shall notify the chapter president fifteen (15) calendar days prior to the sixty (60) day notice to the affected Campus Supervisors by U.S. mail of the impending layoff.
- 26.2.1 The notice shall include an up-to-date seniority list.
 - 26.2.2 The names of all Campus Supervisors to be laid off or have their hours reduced.
 - 26.2.3 The District shall meet with CSEA within five (5) days after notification to the chapter president regarding the layoffs.
 - 26.2.4 Any short-term or substitute Campus Supervisor shall be released before any layoffs occur.
- 26.3 The District and the Association each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction in force actions and effects related thereto even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 27. PROGRESSIVE DISCIPLINE

- 27.1 The District has the right and responsibility to take disciplinary action where there are instances of misconduct, or refusal to obey the laws of the State or regulations prescribed for the government of public schools by the State Board of Education, the Governing Board of the Oxnard Union High School District, administrative rules, or this agreement.
- 27.2 “Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without his voluntary consent, except a layoff for lack of work or lack of funds. Disciplinary action does not include suspension pursuant to Education Code § 45304: i.e. when an employee is charged with a mandatory leave offense and must take a compensatory leave of absence or administrative leave.
- 27.3 Employees with permanent status shall be progressively disciplined. Probationary employees may be released summarily.
- 27.4 A permanent employee shall have the right to a pre-disciplinary due process (“Skelly”) meeting prior to the imposition of any disciplinary action. Prior to such a meeting, the employee shall receive written notice of the proposed disciplinary action, the cause for the proposed action, a copy of the charges, and a copy of any material upon which the charges are based. This material shall be provided within a reasonable time period to allow the employee to properly consider the response.
- 27.5 This Skelly meeting shall be before a District administrator who has the authority to uphold, modify, or dismiss the proposed disciplinary action. The Skelly officer’s decision shall be in writing and shall be provided to the employee. If disciplinary action is to be imposed after the Skelly meeting, the District shall provide notice to the employee pursuant to Article 27.8.
- 27.6 Grounds for discipline of any unit member employed include, but are not limited to, the following:
- (a) Continued unsatisfactory performance of duties of his/her position.
 - (b) Insubordination (including, but not limited to, refusal to do assigned work).
 - (c) Negligence in the performance of duty or in the care or use of District property.
 - (d) Offensive, or abusive conduct or language toward other employees, pupils, the public or any willful failure of good conduct tending to injure the public service.
 - (e) Dishonesty.
 - (f) Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work while being under the influence of alcohol.
 - (g) Possession of, abuse of, being under the influence of, or current addiction to a controlled substance.
 - (h) Engaging in political activity during assigned hours of employment (Education Code § 7054)
 - (i) Conviction of any offense contained in Education Code § 44940.
 - (j) Conviction of any crime involving moral turpitude.
 - (k) Repeated unexcused tardiness or chronic absenteeism or abuse of leave privileges.
 - (l) Falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records.
 - (m) Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.

- (n) Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- (o) Willful or persistent violation of rules and regulations of the District.
- (p) Abandonment of position (absence without leave for more than five [5] days)
- (q) Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
- (r) Inability to perform the essential functions of the position with reasonable accommodation.
- (s) Possession of a weapon, threatening other employees or students, engaging in any behavior which suggests that the employee could harm himself or others.
- (t) Failure to maintain any license or certificate required or necessary to perform the essential functions of the unit member's position.

27.7 The District agrees to progressively discipline, except where the severity of the offense requires otherwise. In all instances, the discipline applied must relate to the severity of the offences, be for just cause and include the following:

27.7.1 Progressive discipline shall include the following:

27.7.1.1 Level 1. A verbal warning from site and/or District administrators at a meeting where a CSEA representative may attend should the unit member so request. The administrator shall maintain a record of the warning in a site file.

27.7.1.2 Level 2. Written warnings shall not be subject to the hearing process contained below. Written warnings shall be signed by the unit member receiving them, placed in the site file, and attached to any subsequent discipline of the unit member for inclusion in the unit member's site file to be used for support of disciplinary actions. A unit member may attach a rebuttal to the written warning. Both the warning and the rebuttal shall be placed in the site file. A CSEA representative may attend should the unit member so request.

27.7.1.3 Level 3. A written reprimand may be issued for serious misconducted, performance transgressions, and/or repeated infractions or violations. A written reprimand shall be signed by the unit member and placed in the personnel file. The unit member may respond in writing and have that writing attached to the reprimand and placed in the personnel file. Documentation of Level 2 warnings may be attached to the written reprimand to document repeated infractions or violations. A CSEA representative may attend should the unit member so request.

27.7.1.4 Level 4. A unit member may be suspended without pay or have other corrective disciplinary action(s) consistent and appropriate for the type and severity of the offense. The employee shall sign the Level 4 notification. A CSEA representative may attend should the unit member so request.

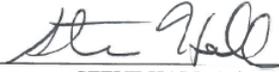
27.7.1.5 Level 5. A unit member may be terminated for serious or repeated violations.

27.8 Hearing Procedure for Level 4 (Suspension or Other Action) or Level 5 (Termination).

- 27.8.1 The employee shall be informed by written notice of the specific charges against him or her in compliance with Education Codes § 45113 and 45116: i.e. be given a statement of his or her right to a hearing before the Governing Board on such charges, and the time within which such hearing may be requested which shall be not less than five (5) days after service of the notice to the employee. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges. Employees may be relieved of responsibility prior to a hearing either with or without pay.
- 27.8.2 The Board may hear the appeal or appoint a hearing officer to render an advisory decision for the Board's consideration. The employee and District may be represented by counsel or exclusive representative. The hearing procedures will not be governed by the formal rules of evidence, and the presiding officer shall exercise sound discretion in the presentation of evidence and arguments. After the hearing is completed, the Board shall render and serve the parties with a written decision, which shall be final.

SIGNATURES

Oxnard Union High School District Board of Trustees


STEVE HALL, Ed.D.
President


BEATRIZ R. HERRERA
Vice President


KAREN M. SHER, M.Ed.
Member


WAYNE EDMONDS
Member


ELIZABETH BOTELLO
Member

California School Employees Association Chapter #260


Bryon Huizinga
President, Oxnard Union Ch. #260


Christopher Crump
Labor Relations Representative


Ginger Lopez
Negotiator, Oxnard Union Ch. #260

APPENDIX

A: CAMPUS SUPERVISOR EVALUATION

OXNARD UNION HIGH SCHOOL DISTRICT
(Instructions in Bargaining Unit Agreement)

CLASSIFIED - PARAEducATOR – CAMPUS SUPERVISOR EVALUATION

NAME	DATE DUE	PROBATIONARY				ANNUAL	SPECIAL
CLASSIFICATION		SCHOOL OR DEPARTMENT					
DEFINITION OF RATINGS: E-Exceeds Expectations M-Meets Expectations N-Needs Improvement U-Unsatisfactory							
1	PERFORMANCE FACTORS	E	M	N	U	COMMENTS	
	Quality of Work: Consider the extent to which the work is accurate, neat, well organized and thorough.						
2	Work Habits: Consider the employee's effectiveness in organization and use of time.						
3	Working Relations: Measurement of ability to work with and through others. Ability to work effectively as part of a group.						
4	Meeting Work Commitments: Extent to which the employee completes work assignments and follows established procedures.						
5	Demonstration of Initiative: Extent to which the employee shows ingenuity in initiating job duties. Readiness to take action.						
6	Dependability and Reliability: Can be relied upon to carry out responsibilities of the position with minimal supervision.						
7	Attendance: Consider the employee's attendance and tardiness.						
8	Safety: Complies with District safety policies and practices. Operates equipment and/or vehicles in a safe manner. Reports any unsafe conditions.						
9	Communication Skills: Ability to get a verbal or written message across in a clear, organized and appropriate manner. Ability to understand instructions.						

DEVELOPMENT PLAN:

1. Employee Strengths – Discuss areas in which the employee has demonstrated significant strengths or abilities.

2. Improvement Needs – Based on overall performance, discuss areas which employee demonstrates need for improvement.

Based on Improvement Needs

- a. Development Need
 - Development Plan/Approach
 - Results Timeline

EVALUATOR'S COMMENTS:

EMPLOYEE'S COMMENTS: Evaluator's Signature Date

Employee's Signature Date

B: TECHNIQUES OF APPRAISAL

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

1. **PURPOSE OF A PERFORMANCE APPRAISAL:**
 - a. To act as a tool to define work skills and to provide a measurement of the degree to which these skills are performed.
 - b. To act as a report to the employee concerning his performance on his job.
 - c. To assure the employee of a regular and systematic review.
 - d. To provide a record of the employee's performance and growth history.
 - e. To provide a basis for coaching and guiding the employee.
 - f. To provide an opportunity for closer and better communication between the employee and his supervisor.

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

3. **AFTER MAKING THE REPORT, SUPERVISOR SHALL:**
 - a. Discuss the report with the employee.
 - (1) Give the employee an opportunity to make suggestions for the improvement of his work.
 - (2) Explain areas where work performance may be improved.
 - (3) Explain the comments on the performance reports.
 - b. Sign the evaluation report and obtain the signature of the employee (signature of employee does not necessarily mean concurrence with evaluation but only that this evaluation has been discussed with them).
 - c. Send a copy of the evaluation to the Classified Human Resources Office at the specified time.

C: Salary Schedule



**CAMPUS SUPERVISOR
SALARY SCHEDULE
2020-2021 SCHOOL YEAR**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
CAMPUS SUPERVISOR	\$ 14.58	\$ 15.30	\$ 16.06	\$ 16.87	\$ 17.71
LEAD	\$ 16.04	\$ 16.83	\$ 17.66	\$ 18.56	\$ 19.48

- Existing employees shall be given credit for prior in-district experience upon initial placement on the salary schedule.
- Unit members may elect twelve (12) equal monthly payments in accordance with California Education Code §45165.

LONGEVITY: 7th yr + 10% of step 5
 10th yr + 20% of step 5
 21st yr + \$500.00

D. Job Description



CAMPUS SUPERVISOR

Revision Date: 01.13.10

BRIEF DESCRIPTION OF POSITION:

Under the direct supervision of the Assistant Principal and the assistance of the Lead Campus Supervisor, assists in campus supervision activities, enforces school rules and procedures and maintains a safe and orderly environment for students.

STATEMENT OF TYPICAL DUTIES:

- a. Assists in campus supervision activities. *E*
- b. Enforces school rules and procedures *E*
- c. Maintains a safe and orderly environment for students. *E*
- d. Encourages students to get to their classes on time. *E*
- e. Assists in reporting campus safety and security problems to administration. *E*
- f. Provides supervision and maintains order in designated area(s). *E*
- g. Attends campus supervision meetings as directed by the Assistant Principal. *E*
- h. Assists in identifying-activity which may be gang and drug related. *E*
- i. Assists with supervision of extracurricular activities. *E*
- j. May assist in unlocking & securing classrooms and gates. *E*
- k. Performs other related tasks and assumes responsibilities as may be assigned by proper authority. *E*

KNOWLEDGE AND ABILITIES:

Knowledge of:

- District disciplinary rules and procedures
- Safety procedures and practices
- Substance abuse
- Gang related activity
- Crisis prevention/intervention skills

Ability to:

- Observe and report unsafe conditions
- Use physical restraint if necessary
- Understand and follow verbal and written direction
- Meet schedules and timelines
- Communicate effectively with others
- Establish and maintain cooperative and effective working relationships with others.
- Attends staff development related to campus security.
- Serves as liaison with police department.
- Operate hand-held radio or two-way communication device in a professional manner.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Sufficient training and experience to demonstrate the knowledge and abilities listed above; security experience, preferably in a school environment, is desirable.

PHYSICAL CHARACTERISTICS:

Must be able to bend, stoop, reach horizontally and vertically; lift heavy objects; stand, walk for prolonged periods; see to read; use hands and fingers to operate tools and equipment; speak clearly; and hear well enough to communicate effectively to perform all tasks.

WORKING CONDITIONS:

Work includes indoor and outdoor environment; includes various weather conditions.



LEAD CAMPUS SUPERVISOR

Revision Date: 01.13.10

BRIEF DESCRIPTION OF POSITION:

Under the supervision of the Assistant Principal, oversees and participates in activities assigned to Campus Supervisors; assists in designating areas of assignment on the campus; serves as liaison between site and district administration and campus supervisors.

STATEMENT OF TYPICAL DUTIES:

- a. Assists in the implementation of the site discipline and school safety plan; assists in enforcing school rules and maintaining a safe and orderly environment for all students and staff. *E*
- b. Assists in designating areas of assignment on the campus for Campus Supervisors. *E*
- c. Assists with orientation of newly hired campus supervisors as well as those who transfer to the site. *E*
- d. Assists the Assistant Principal, Athletic Director, and Activities Director in coordinating campus supervision assignments for extracurricular activities, both on site and at other sites, when needed. *E*
- e. Assists administration in completing police reports for losses, thefts, break-ins, etc. *E*
- f. Assists in identifying and keeping an inventory of equipment. *E*
- g. Assists administrators in identifying graffiti, drug and gang-related activities. *E*
- h. Assists in compiling information for the school crime report. *E*
- i. Attends meetings with administration as directed. *E*
- j. Performs other related tasks and assumes responsibilities as may be assigned by proper authority. *E*

KNOWLEDGE AND ABILITIES:

Knowledge of:

- District disciplinary and attendance rules and procedures
- Crowd Control
- Safety procedures and practices
- The symptoms of the use of illegal substances
- Gang, drug and graffiti-related activities
- Education Code and State Law as they relate to student behavior
- School safety plan
- Crisis prevention and intervention skills

Ability to:

- Coordinate and participate in campus supervision activities at an assigned school site.
- Train and provide work direction to others.
- Apply knowledge of schedules, procedures and use of equipment and supplies used in campus supervision.
- Observes and report unsafe conditions.
- Understand and follow oral and written directions.
- Maintain routine records.
- Meet schedules and timelines.
- Communicate effectively with others.
- Establish and maintain cooperative and effective working relationships with others.
- Serves as a Liaison with police department
- Operate hand held communication device

EDUCATION AND EXPERIENCE:

Graduation from high school or GED and sufficient training and experience to demonstrate the knowledge and abilities listed above. Two years experience as district campus supervisor required.

PHYSICAL CHARACTERISTICS:

Must be able to bend, stoop, reach horizontally and vertically; lift heavy objects; stand, walk for prolonged periods; see to read; use hands and fingers to operate tools and equipment; speak clearly; and hear well enough to communicate effectively to perform all tasks.

WORKING CONDITIONS:

Work includes indoor and outdoor environment, including various weather conditions.

E: Memorandum of Understanding

Memorandum of
Understanding between
the Oxnard Union High School District
and the California School Employees
Association and its Chapter #260

This document is written to clarify the relative positions of the Oxnard Union High School District and the California School Employees Association. The representations here are not intended to be grievable but state intentions of the parties.

1. The District wants the extra hours allocated at sites to replace absent campus supervisors to be allocated among interested campus supervisors **roughly** equally. The District doesn't want to agree to language which imposes a complicated bookkeeping obligation on already overworked site administrators. Nor does the District want the administrator to run all over the campus looking for the campus supervisor with the least number of extra hours. That would impose an additional burden. However, with overtime a consideration, it is clearly in the interest of budgets for time to be allocated among campus supervisors to reduce potential for unbudgeted costs.
2. The District doesn't want sites to use compensatory time as an alternative to overtime payments. The use of compensatory time would require bookkeeping and require that it be exhausted within one year or paid at the overtime rate anyway. Therefore, it is much easier to require overtime.
3. Payroll errors that underpay employees shall be rectified within five (5) working days after the employee reports the problem to accounting. (Education Code § 45167).
4. Any required training will be conducted on paid time. Normally, it is intended that training will occur on inservice days during the mornings. Some employees may be required to report earlier on inservice days. The work year for campus supervisors will be the total number of student days and up to three (3) additional days of inservice or training. For the 2009-10 School Year the inservice days are reduced to one (1); and for the 2010-2011 School Year the inservice days are reduced to ZERO.
5. Adequate verification in 11.1.5 refers to unit member provided justification including, but not limited to, a written statement which provides the reason for the absence. If the unit member visits a doctor, then a doctor's statement would constitute "adequate verification." If not, then a doctor's note would only be required in instances of extended sick leave.
6. An employee who returns within thirty-nine (39) months of his or her resignation will get his or hire date restored (except as adjusted for time gone from the District) and credit on the salary schedule for prior service. Seniority for layoff will be based on the prior hire date adjusted for unemployed time.
7. The District and the Association agree to reallocate hours for positions at the site to balance the numbers of campus supervisors who achieve positions with additional hours against the need for the District to provide safety and security for the campus across the hours of campus operation. The assignment of personnel to the positions shall be a site level decision which incorporates campus supervisors in the decision making process. However, if an agreement cannot be reached at the site, then seniority shall be the controlling factor.

**F: Grievance
Form**

Informal Meeting held (date) _____ **Informal Resolution**

Why Informal Resolution Was Not Acceptable _____

Level I – Must be submitted to the immediate supervisor within twenty (20) workdays after the occurrence of the act or omission giving rise to the grievance.

Name of Grievant _____ **Work Location** _____

Date cause of grievance occurred _____

Statement of Grievance (Please provide clear, concise statement of the grievance and the circumstances involved):

Specific section of contract alleged to have been violated (please be specific)

Remedy sought:

Date Filed _____ **Grievant Signature** _____

District's Response:

Immediate Supervisor's Name _____ **Date** _____

Either party may request a personal conference with the other party. The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.

Grievance Form

Level II – This appeal must be submitted to the superintendent/designee within ten (10) workdays after the termination of Level I.

Name of Grievant _____ **Work Location** _____

Date cause of grievance occurred _____

Reason for Appeal (Please provide clear, concise statement of the reasons for appeal of the Level I grievance response. Please attach original Level I grievance and response.)

Specific section of contract alleged to have been violated (please be specific)

Remedy sought:

Date Filed _____ **Grievant Signature** _____

Upon completion of this section, grievant shall present original, all copies and attachments to the Superintendent or designee.

Superintendent/Designee Response

Date _____ **Signature** _____

Name of Designee if not Superintendent _____

Either the Grievant/Association or Superintendent/Designee may request a personal conference. Upon completion of this section, the Superintendent or designee shall communicate a written decision within ten (10) workdays after receiving the appeal and such a decision will terminate Level II.