

# 2023-2024

## CONTRACT

BETWEEN  
THE

OXNARD SCHOOL DISTRICT



AND  
THE

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION and its OXNARD  
CHAPTER 272**



PRINTED: August 2024  
Includes 06.26.2024 board approved revisions

Rev.08.08.2024

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**DEFINITIONS:**

Administering Agency

Third party administrator (TPA).

Arbitrary

Subject to individual will or judgment, contingent solely on one’s discretion without restriction.

Break in Service

A period of time less than 39 months, when a permanent employee leaves District employment for any reason and returns to employment.

Campus Assistants

Campus Assistants are also known as Playground Assistants.

Capricious

A tendency to change one’s mind without adequate motive.

Hire Date

Hire date shall be defined as the first date in paid service in a permanent position (see Article 17-Transfer; and Article 16-Leave-16.20).

Immediate Supervisor

The Immediate supervisor shall be the direct supervisor of the unit member. This position will evaluate unit members and will also provide permission to utilize vacation leave and Personal Necessity Leave requested by unit members.

Seniority

For purposes of the contract, seniority shall be synonymous with “Length of Service” defined as a unit member’s hire date into a permanent position with the affected classification including equal or higher classes.

Supervisor

Any administrator or manager who is not the immediate supervisor of the unit member.

Work Day

Any day the employee is scheduled to work and the District Office is open.

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**ARTICLE 1: RECOGNITION**

1.1 The Board confirms its recognition of the California School Employees Association and its Oxnard Chapter #272, hereinafter called "Association," as the exclusive representative for that unit of employees recognized by the Board per its Resolution dated May 12, 1976, and modifications incorporated therein. The CSEA unit shall include all regularly employed full-time and part-time classified employees in the classes as noted on Classifications by Series attached hereto as Appendix A and incorporated herein by reference as though fully set forth.

1.2 All newly created positions except those that are lawfully certificated, management, confidential or supervisory shall be assigned to the bargaining unit and the Association shall be notified.

1.3 The District shall notify CSEA of actions to establish supervisory, management, and confidential positions. Disputes arising from Board designation of supervisory, management, and confidential positions shall be resolved by mutual agreement or through the procedures of the PERB for unit disputes.

1.4 The Board confirms its recognition of the California School Employees and its Oxnard Chapter #272 as the exclusive representative for that group of employees known as Campus Assistants effective November 4, 2009.

1.4.1 Pursuant to Education Code Sections 45256, Campus Assistants are not considered to be classified employees unless the unit member in the position also works in a classified position under Article 1.1 above.

1.4.2 For purposes of this agreement, Campus Assistants' rights are defined by this article and those provisions enumerated in Article 30, exclusively.

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1 **ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY**

2 2.1 Check-Off: CSEA shall have the sole and exclusive right to  
3 have membership dues deducted for members of the bargaining unit by the  
4 District. The District shall, upon appropriate written authorization from any member  
5 of the bargaining unit, deduct and make appropriate remittance for insurance  
6 premiums, credit union payments, savings bonds, charitable donations, or other  
7 plans or programs jointly approved by CSEA and the District. The District shall  
8 pay to the designated payee within fifteen (15) days of the deductions all sums so  
9 deducted.

10 2.2 Dues Deductions: The District shall deduct, in accordance  
11 with the CSEA dues schedule attached hereto and marked Appendix C, dues from  
12 the wages of all unit members who are members of CSEA on the date of the  
13 execution of this Agreement, and from the wages of all members of the bargaining  
14 unit who, after the date of execution of this Agreement, become members of CSEA  
15 and submit to the District the dues authorization form.

16 2.3 Hold Harmless: CSEA shall defend and indemnify the District  
17 for any claims arising from its compliance with this article for any claims made by  
18 the employee for deductions made in reliance on information provided by the  
19 employee organization to the employer to cancel or change membership dues  
20 authorization. The employer shall be required to promptly notify CSEA of any  
21 claims made by employees relating to dues authorization. CSEA shall have the  
22 exclusive right to decide and determine whether any such action shall be  
23 compromised, resisted, defended, tried, or appealed.

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**ARTICLE 3: ORGANIZATIONAL RIGHTS**

3.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

3.1.1 The right to use, without charge, District-designated bulletin boards, mailboxes, the use of the school mail delivery system and email system for legal purposes. Materials placed on bulletin boards and into the District mail system and email system shall bear the name of the Association and the name of the Association official responsible for its preparation.

3.1.2 The right to review a unit member's personnel file and any other records dealing with the unit member when accompanied by the member or on presentation of a written authorization signed by the member.

3.1.3 Upon request, the CSEA chapter president shall be provided a copy of any current non-confidential material within the Association's scope of representation of members of the Oxnard CSEA bargaining unit including, but not limited to, budget and financial documents which have been presented to the Board of Trustees.

3.1.4 CSEA shall have the right of access to the unit members during rest periods, lunch periods, and before and after the work shift, provided that communication with unit members does not interfere with the work of others or of the instructional program. CSEA representatives shall notify the site administrator of his/her presence at the site prior to contacting bargaining unit members.

3.1.5 Upon request, the District shall provide the CSEA chapter president, CSEA negotiators, and every work site annually a current seniority list of bargaining unit members.

3.1.6 The right to be supplied with a complete alphabetized roster of all bargaining unit members, indicating each person's present classification, number of assigned hours and job site. In addition, a monthly update to the roster shall be provided to the chapter treasurer, including new hires, rehires, transfers, any employees leaving or returning from an unpaid leave (which necessitated membership/service fee drop), and changes in assigned hours.

3.1.7 The Association president or his/her designee(s) shall be authorized to utilize paid Association leave;

3.1.7.1 A maximum per year of sixty (60) working days (480 hours);

1           3.1.7.2           Up to an additional five (5) working days (40 hours) shall be  
2 granted provided the Association pays the unit member's rate for each day of such  
3 leave.

4           3.1.7.3           Up to an additional ten (10) working days (80 hours) shall be  
5 granted provided the Association pays the unit member's rate for each day of such  
6 leave.

7           3.1.8           During the term of the contract, the District shall continue with  
8 its practice of allowing unit members to utilize compensatory time and/or vacation  
9 time to attend to duties as state officers. Time off for this purpose shall be  
10 scheduled with mutual consent of the District.

11       3.2           Release Time for Negotiations: CSEA shall have the right to  
12 designate up to a maximum of nine (9) unit members (which includes one  
13 representative from the Campus Assistants' group), who shall be given reasonable  
14 release time to participate in negotiations.

15       3.3           Distribution of Contract: Within thirty (30) days after  
16 ratification of this contract by the CSEA members and the Board of Trustees, the  
17 District shall duplicate and provide, without charge, a copy of the Agreement and  
18 any subsequent amendments to each bargaining unit member. Any person who  
19 becomes a member of the bargaining unit after the execution of this Agreement  
20 shall be provided with a copy of this Agreement and any subsequent amendments,  
21 without charge. This information shall be provided either by a paper copy, CD  
22 Rom, or by web access, at the member's request. The unit member's choice shall  
23 remain on file at Human Resources and may be changed at any time.

24       3.4           Chapter Meeting Time Off: When a regular or special  
25 Association meeting is scheduled after 5:00 p.m., members whose normal working  
26 hours fall during this period shall be allowed to leave their jobs, with prior  
27 notification to the supervisor, to attend the meeting. They shall sign an attendance  
28 roster which shall be available to the District for verification of attendance. Upon  
29 completion of the meeting, the unit member is expected to immediately return to  
30 active duty.

31       3.5           New Member Orientation:

32           3.5.1           Unit member attendance at the orientation provided by  
33 Human Resources staff is mandatory.

34           3.5.2 Such orientation will occur once a month.

1           3.5.3           The CSEA Chapter President shall be notified at least two  
2 days in advance of scheduled orientations so that CSEA may present the  
3 particulars of CSEA representation and membership preceding the presentation  
4 by the Human Resources staff.

5           3.5.4           CSEA’s presentation will not be characterize or imply that  
6 OSD endorses membership in CSEA.

7           3.5.5           The CSEA Chapter President or designee shall be released  
8 for the purpose of presenting CSEA’s orientation portion.

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**ARTICLE 4: STEWARDS**

4.1 Purpose: CSEA shall have the right to designate stewards from among the unit members for the purpose of assisting other unit members in settling their problems at the lowest level of supervision.

4.2 Selection: CSEA shall designate one (1) unit member at each work site to serve as a site rep. In addition, one of the members of the chapter executive board shall be designated as chief steward and who, at the option of CSEA, may function as a steward.

4.3 Notification to the District: CSEA shall notify the District in writing of the names of the stewards and chief steward selected no later than thirty (30) days following the signing of this Agreement. If a subsequent change is made in the appointment of a steward, the District shall be advised in writing of such change.

4.4 Duties: The following shall constitute the duties and responsibilities of the steward: (1) After notifying his/her supervisor, the steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in the presentation of a grievance, disciplinary action, or other representational issue. Whenever possible, investigation of a grievance, disciplinary action, or other representational issue shall occur outside of the unit member's normal working hours. However, should a situation be deemed as requiring on-the-job investigation during working hours in order to achieve a fair resolution of the problem, release time will be granted by a request from the steward to the Superintendent or his/her designee. (2) Whenever a steward's request to be released from his/her work assignment cannot be immediately granted because his/her absence will adversely affect the level of service, or the particular job the person has been assigned to complete, the job steward shall be permitted to leave his/her normal work area as soon as possible. It is understood and agreed that under this Article only one steward will be released during his/her work assignment to complete the duties and responsibilities described above. CSEA shall notify the District in advance if a steward in training (one person) will be present to observe the presentation of a grievance, disciplinary action, or other representational issue.

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**ARTICLE 5: EMPLOYEE RIGHTS**

5.1 Personnel Files: The personnel file of each unit member shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against a unit member based upon materials that are not in the personnel file.

5.1.1 The unit member shall have a reasonable amount of time to review and inspect his/her personnel file, or any derogatory material to be placed in his/her file, during normal business hours without loss of pay. Unit members shall first call the personnel office to schedule an appointment. A unit member shall have the right to obtain copies of any of the materials contained in his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to employment with the District.

5.1.2 Material of a derogatory nature shall not be entered or filed unless and until the unit member has been given notice and an opportunity to receive, review and comment thereon. The District administrator or supervisor preparing derogatory material to be entered in a unit member's personnel file shall first meet with the unit member to discuss the content of the material. The unit member shall be given an opportunity to sign the material. His/her signature shall indicate that he/she has had the opportunity to review the material. The unit member's signature does not imply that he/she agrees with the material. Should the unit member refuse to sign the material, the CSEA President shall be notified in writing of the refusal to sign by the Administrator. Such notification shall be written on the material. A unit member shall have the right to enter, and have attached to any such derogatory material, his/her own comments thereon. If, through the District's complaint procedure, it is determined that derogatory material placed in a unit member's personnel file contains unsubstantiated opinion, then the material will either be removed or rewritten to correct that portion of the material that has no basis in fact.

5.1.3 All personnel files shall be kept in confidence and shall be available for inspection by other District employees only when actually necessary for the proper administration of the District's affairs or the supervision of the unit member. The District shall maintain a log indicating the persons who have examined a personnel file as well as the date(s) such examinations were made. The log shall be maintained in the unit member's personnel file.

5.1.4 Any person who places written material or drafts written materials for placement in a unit member's file shall sign the material and signify

1 the date on which such material was drafted. Any written materials placed in a  
2 personnel file shall indicate the date of such placement.

3 5.1.5 The District recognizes that consideration of derogatory  
4 material (part of a unit member's personnel file) in connection with employment  
5 related decisions diminishes in value if the material is older than two (2) years and  
6 the unit member's performance has improved, has been corrected and/or the  
7 material concerns an isolated incident.

8 5.1.6 Appeal of Material Contained in Personnel File: The unit  
9 member shall have the right to appeal placement of material in their personnel file  
10 by initiating an informal grievance as outlined in Article 22.2.1 of the contract, with  
11 the Assistant Superintendent of Human Resources.

12 5.2 Representation

13 5.2.1 If an administrator knows or suspects that a meeting with a  
14 unit member may lead to discipline, the unit member has the right to know the  
15 meeting may lead to discipline, prior to the meeting.

16 5.2.2 If an administrator calls a unit member into a meeting that is  
17 not identified as disciplinary or potentially disciplinary pursuant to 5.2.1 and the  
18 unit member believes the meeting has become disciplinary, the meeting shall stop  
19 at the unit member's request to afford the employee the opportunity to secure  
20 representation at the next scheduled meeting.

21 5.2.3 The unit member has the right to representation at meetings  
22 in 5.2.1 and 5.2.2

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1 **ARTICLE 6: CHILD ABUSE REPORTING PROCEDURE**

2 6.1 The District shall provide notification of the duties imposed by  
3 the Child Abuse Reporting Act to all classified employees.

4 6.2 The District shall furnish each unit member with a statement  
5 identifying the unit member and stating that the unit member is required to report  
6 known or suspected instances of child abuse observed within the scope of his or  
7 her employment to a child protective agency.

8 6.3 The District shall provide an ample supply of the form required  
9 to make the reports and a copy of this Article.

10 6.3.1 The District shall also have these forms and envelopes  
11 available at convenient locations and in such a manner that members may obtain  
12 them without individually requesting them or otherwise subjecting themselves to  
13 identification. The District shall post and maintain, on bulletin boards set aside for  
14 employee notices, the names, addresses, and phone numbers of the agencies to  
15 be contacted.

16 6.4 The District shall not require any unit member making a report  
17 of suspected child abuse to provide a copy of the report to the District or otherwise  
18 disclose his/her identity to the District or to any other person employed by the  
19 District or acting as an agent of the District.

20 6.5 No supervisor or administrator shall impede or inhibit the  
21 reporting duties specified herein or in the Act. No unit member making such a  
22 report shall be subject to any discipline, or have his/her working conditions altered  
23 in any manner, for making the report.

24 6.6 In reaching this Agreement, it is the mutual intent of the parties  
25 to encourage the reporting of suspected child abuse; and to protect, to the fullest  
26 extent permitted by law, the confidentiality or identity of members making such  
27 reports.

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**ARTICLE 7: EVALUATIONS**

7.1 It is the intent of this Article to provide an effective procedure for evaluating unit members. The purpose of an evaluation is to provide constructive feedback on how to maintain the District's goals and standards related to the performance of unit members' jobs, how to improve their performance, and how to highlight the unit members' strengths.

7.2 Evaluation Procedures for Permanent Employees: Unit members shall be evaluated by the immediate supervisor, to whom assigned. Evaluation Forms to be used are attached to this agreement as an appendix D.

7.2.1 Permanent unit members shall be evaluated no less frequently than once every two (2) years after receiving permanency in the assigned class. In the event an employee does not receive an evaluation in a two-year period, the evaluation for all intents and purposes shall be considered "Meets District Standards." By October 30 of each year, unit members shall be notified in writing by their immediate supervisor if they are going to be evaluated during the school year.

7.2.1.1 In order to allow the unit member to improve performance prior to receiving a "Needs to Improve"/"Does not Meet District Standards" evaluation, the unit member shall be counseled verbally by the evaluator, when it becomes apparent to him/her that the performance of the unit member could lead to a rating of "Needs to Improve"/"Does not Meet District Standards." To document that a verbal counseling session occurred, the evaluator shall provide the unit member with a written summary of the meeting. The written summary document shall not be placed in the employee's file.

7.2.2 All evaluation reports shall be in writing. Evaluations that include ratings of "Needs to Improve"/"Does not Meet District Standards" shall include specific recommendations for improvement(s) and provisions for assisting the unit member in implementing any recommendations made. The unit member shall be reevaluated between 30 to 60 work days following the evaluation to assess progress made to date towards goals. When the unit member has met District standards, s/he returns to the original two-year evaluation cycle. If District standards have not been met, the 30 to 60 work\_day reevaluation cycle continues until District standards are met or other action is taken.

7.2.3 The evaluator shall meet with the unit member to discuss the performance evaluation. Such meeting shall be conducted during the unit member's working schedule, without loss of pay. The unit member shall be



1 presented with a signed copy of the evaluation report and shall be required to sign  
 2 a copy of the report. The signature of the unit member shall only indicate that the  
 3 unit member was presented with and received a copy of the evaluation report and  
 4 shall not indicate an agreement to the content.

5           7.2.4       Any unit member may ask the next higher supervisor to review  
 6 an evaluation containing "Needs to Improve"/"Does not Meet District Standards"  
 7 rating. The higher-level supervisor may append his/her own comments to the unit  
 8 member's evaluation form.

9           7.2.5       The unit member shall be permitted to submit a written  
 10 response to the evaluation. The written evaluation report, along with any written  
 11 response to the evaluation, shall be filed in the unit member's official personnel  
 12 file.

13       7.3               The content of evaluations, performance ratings, goals,  
 14 objectives, comments, and/or judgments made by the evaluator shall not be  
 15 subject to the provisions of Article 22, Grievance Procedure. This section shall not  
 16 exclude a grievance based upon an alleged procedural violation of this Article.

17       7.4               The unit member shall not be evaluated negatively for  
 18 participation in union activities in accordance with the provisions of Article 3.

19       7.5               Evaluation Procedures for Probationary Employees:  
 20 Probationary employees shall be evaluated by the immediate supervisor within 90  
 21 work days. At the request of the employee or immediate supervisor, an employee  
 22 shall be counseled regarding their performance, prior to their first evaluation.

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**ARTICLE 8: HOURS AND OVERTIME**

8.1 Workweek: The standard workweek for full-time unit members shall consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week, not including the lunch period. With the concurrence of the District and the unit member and notification to CSEA, a normal full-time assignment may consist of ten (10) hours per day and forty (40) hours per week, not including the lunch period. Nothing herein shall prevent discussion and agreement to implement a 9/80 workweek.

8.2 Workday: The initial starting and ending times of an assignment shall be set by the District. Except as provided below, subsequent changes in these times shall be subject to negotiations. The exception to this general rule can occur when there are temporary changes to the following days: (1) SIP days; (2) any conference days when classrooms are accessible; (3) winter and spring breaks. In addition, changes made in assignments to conform to adjustments made in Board-approved school schedules at the start of a school year are also exempt.

8.2.1 The workday will include all time during which the unit member is required to be on duty or on the premises, all time during which a unit member is suffered or permitted to work, and for work performed away from the job site and for which the supervisor knows or has reason to believe the work is being performed.

8.3 Overtime: Unit members whose average workday is four (4) hours or more shall receive overtime at the rate of one and one-half times the regular rate of pay for hours worked on a sixth and/or seventh day after five (5) consecutive days. A unit member having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member performing the work.

8.3.1 Overtime Defined Overtime is defined to include any time required to be worked, or suffered and permitted, in excess of eight (8) hours in one day or forty (40) hours in one calendar week and shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay of the unit member performing the work

8.3.2 For the purpose of computing the number of hours worked,

1 time during which a unit member is excused from work because of holidays, sick  
2 leave, vacation, compensatory time off or other paid leave of absence shall be  
3 considered as time worked by the unit member.

4 8.3.3 Overtime shall not be performed and compensatory time  
5 cannot be accrued without prior approval of the unit member's supervisor.

6 8.3.4 Any unit member requested to perform additional hours shall  
7 inform the supervisor if those hours will constitute overtime.

8 8.3.5 Overtime Distributions: The District shall distribute overtime  
9 using a rotational seniority list, as equally as is practicable among unit members  
10 of the same classification (who have the skill and knowledge to perform the work),  
11 who are in the same department and assigned to the same work site. Overtime  
12 refused shall count as if it had been worked for purposes of equal distribution.  
13 When a unit member within the department, classification or site is not available,  
14 the District may offer the overtime without regard to the equal distribution  
15 requirement. Unit members shall recognize that in an emergency, they may be  
16 asked to work overtime when there is no other unit member with the skill,  
17 knowledge and availability to perform the work.

18 8.4 Compensatory Time: Earned overtime shall be paid to the  
19 unit member on a salary warrant unless the unit member and immediate supervisor  
20 mutually agree to an accumulation of compensatory time, to a maximum of two  
21 hundred and forty (240) hours.

22 8.4.1 Compensatory time earned must be used by June 30 of each  
23 year. Written records of compensatory time earned shall be co-signed by the unit  
24 member and immediate supervisor and maintained in the Payroll Department.  
25 Compensatory time earned but not taken within the designated time period shall  
26 be paid at the unit member's regular rate of pay.

27 8.5 Split-Shift: No unit member shall have more than three (3)  
28 scheduled unpaid breaks in his/her assigned workday.

29 8.5.1 Scheduled unpaid time for Campus Assistants shall not  
30 exceed sixty (60) minutes per day, unless mutually agreed upon by the unit  
31 member and their immediate supervisor. Such unpaid time shall not be inclusive  
32 of the meal period as outlined in Article 8.9 (meal Period). This language shall be  
33 effective January 8, 2024.

34 8.6 Minimum Call-Back/Call-In Time: Any unit member called  
35 back to work after completion of his/her regular assignment shall be compensated

1 for at least two (2) hours of work at the appropriate rate, irrespective of the actual  
2 time less than that required to be worked.

3 8.6.1 Any unit member called into work on a day when that person  
4 is not scheduled to work shall receive a minimum of two (2) hours pay at the  
5 appropriate rate of pay under this Agreement.

6 8.7 Security Duty: Any unit member serving security duty shall  
7 receive a minimum of two (2) hours pay for stand-by time at the appropriate rate  
8 of pay. For the purpose of illustrating how the parties intended to implement  
9 Section 8.6, see paragraphs 1 through 5 of the Memorandum of Understanding  
10 dated October 23, 1990 attached hereto as Appendix F [and incorporated herein  
11 by reference as though fully set forth.]

12 8.7.1 Unit members serving for security duty purposes shall be  
13 added to a rotational list of up to ten (10) volunteers who shall be from the  
14 Maintenance job family first, then the Operations job family, if necessary. New  
15 volunteers will be added based on job family and then seniority.

16 8.8 Rest Periods: Rest periods shall be scheduled for unit  
17 members at no loss in salary, based upon the following formula:

	<u>Work Assignment</u>	<u>Rest Period</u>
18		
19		
20	1 - 2 hour	None
21	2-1/4 - 4 hours	One ten-minute period
22	4-1/4 - 5-3/4 hours	Two ten-minute periods
23	6 - 8 hours	Two fifteen-minute periods
24		

25 Whenever possible, rest periods shall be scheduled near the middle of the unit  
26 member's morning and/or afternoon shift. Scheduling of rest periods shall be done  
27 with the agreement of the unit member's immediate supervisor. Rest periods for  
28 bus drivers shall be scheduled during a paid layover. Absent exceptional  
29 circumstances, rest periods cannot be combined with any other rest period, other  
30 form of leave or lunch break.

31 8.9 Meal Period: All bargaining unit positions scheduled for a  
32 lunch shall be entitled to an uninterrupted lunch period of not less than thirty (30)  
33 minutes nor more than one (1) hour, to be scheduled as near a normal meal time

1 as possible. A unit member required to work during his/her meal period shall  
2 receive pay at the appropriate rate of pay for the time worked.

3 8.9.1 Any unit member who works more than 10 hours shall receive  
4 an additional unpaid, uninterrupted, thirty (30) minute meal period.

5 8.9.2 Any part-time unit member who works five (5) hours or more,  
6 shall receive an unpaid, uninterrupted, thirty (30) minute meal period.

7 **8.10 Assignment of Temporary Extra Hours - Limitation:**

8 Whenever there are regular unit positions of less than eight (8) hours per day at a  
9 work site where temporary hours (of short duration) are to be utilized, preference  
10 shall be given whenever practicable to assigning the temporary extra hours to the  
11 most senior unit member in the classification at the site (working less than an eight-  
12 hour day) who has the skill and knowledge to perform the work. If refused, the  
13 additional temporary hours shall be offered to other unit members (regularly  
14 working less than an eight-hour day) at the site, then in the district in accordance  
15 with their seniority.

16 8.10.1 In accordance with this section, when an absence occurs and  
17 a substitute is needed, the person with the most seniority on site and in the same  
18 classification with less assigned hours, shall be moved to fill that absence and the  
19 substitute will fill the lesser-hour position.

20 8.10.2 Increase in Assigned Time: A part-time unit member whose  
21 assignment time is increased an average of thirty (30) minutes or more per day for  
22 twenty (20) consecutive days shall have his/her regular assignment adjusted  
23 upward to reflect the change in assigned time in order to acquire benefits (vacation,  
24 sick, and holiday pay). Such changes will be effective beginning on the twenty-  
25 first (21st) day.

26 8.10.3 All members of the bargaining unit who wish to accept an  
27 additional assignment when they are on recess from their regular assignment shall  
28 file a request indicating availability with the personnel office. Those who have filed  
29 a request and who have not received a "does not meet district standards" rating,  
30 or two or more "Needs Improvement" ratings on their last evaluation shall be  
31 ranked by seniority (anniversary date) and called in that order whenever  
32 practicable. Notwithstanding the above, an employee shall be eligible for  
33 placement on the additional assignment list if the site administrator approves  
34 placement because of special circumstances. The District shall distribute the

1 additional assignment/assignments equally among qualified unit members who  
2 have filed a request.

3           8.10.4       Notwithstanding 8.10.3, the parties agree that (1) when an  
4 SDC teacher accepts an extended year assignment at his/her school, the teacher  
5 will have his/her Instructional Assistant/Paraeducator Special Ed SDC and/or  
6 Special Ed SDC (B) assigned to the extended year session if the Instructional  
7 Assistant/Paraeducator, Special Ed SDC and/or Special Ed SDC (B) chooses to  
8 work during such time. If the Instructional Assistant /Paraeducator Special Ed SDC  
9 and/or Special Ed SDC (B) declines

10 the extended year assignment, then provision 8.10.3 of the CSEA/OSD contract  
11 will prevail (that is, the most senior Instructional Assistant/Paraeducator Special  
12 Ed SDC and/or Special Ed SDC (B) who requested to work); and (2) when an SDC  
13 teacher accepts an extended year assignment at another school, the Instructional  
14 Assistant/Paraeducator Special Ed SDC and/or Special Ed SDC (B) at that school  
15 will be given first opportunity to accept the extended year assignment and if he/she  
16 declines, provision 8.10.3 of this agreement will prevail.

17           8.10.5       The District acknowledges the concerns raised by CSEA over  
18 situations where Instructional Assistants/Paraeducators are directed to oversee a  
19 classroom of students for significant periods of time when the certificated  
20 employee assigned to the class is absent. In the future, the District will take all  
21 reasonable steps to prevent these situations from occurring. This does not mean,  
22 however, that pending assignment of a certificated employee an instructional  
23 assistant cannot be asked on occasion to tend to a class of students for a short  
24 while. If, in the opinion of CSEA, there continues to be concerns in this area  
25 relative to a particular school or schools, a meeting between CSEA  
26 representatives, the Assistant Superintendent of Human Resources, and site  
27 administrator(s) will be scheduled to examine the practices at the school(s) in  
28 question. Alternatively, the parties can agree to submit the matter to the Labor  
29 Management Committee.

30           8.11           In-service Days: Any day scheduled as a non-instructional  
31 day for certificated personnel when students would have otherwise been in  
32 attendance but are not, shall be a workday for any bargaining unit member who  
33 would have worked that day.

34           8.12           Work Load: Whenever, as a result of new site  
35 openings/acquisitions, significant increases in ADA or personnel, the work load for  
36 any classified position is materially increased to the extent that the unit member

1 cannot reasonably be expected to accomplish the same tasks as previously  
2 performed, the unit member, through CSEA, may submit to the Labor Management  
3 Committee a request for review. The committee shall review information  
4 presented and attempt to arrive at a mutual resolution to any material increase in  
5 work load.

6 **8.13** Unit Members Holding Two Positions:

7 8.13.1 No part-time unit member, who holds a position of less than  
8 six (6) hours per day, may hold more than one position if the combined hours of all  
9 positions equal six or more.

10 8.13.2 A unit member may assume two positions only if the working  
11 hours of one does not interfere with the working hours of the other.

12 8.13.3 Separate interviews and selection procedures will be  
13 implemented for each position, the unit member may voluntarily leave one position  
14 without leaving the other, and one position may be abolished by the District without  
15 affecting the other.

16 8.13.4 A unit member holding two positions has separate bumping  
17 rights for each position held.

18 8.13.5 When there has been a layoff, and a layoff reemployment list  
19 exists, vacancies within the class or classes from which the layoffs occurred shall  
20 be filled in the following order: (a) Transfers within class; (b) Layoff reemployment  
21 list; (c) Transfers from a related class with the same salary range or voluntary  
22 demotion from a related class through the transfer process; (d) Requests, through  
23 the transfer process, for a second position in the same or related class on the same  
24 salary range or a voluntary demotion from a related class through the transfer  
25 process; (e) Promotion; and (f) Open examination.

26 8.13.6 Unit members holding more than one position may retain all  
27 positions when there is a layoff within class unless they are directly affected by the  
28 layoff.

29 8.13.6.1 It is hereby agreed that if, in the bumping process, a  
30 unit member holds two positions the total hours of which are greater than the total  
31 hours of positions available to a more senior member with bumping rights, then  
32 those combined positions shall be part of the bumping process.

33 **8.14** Modified Year: Notwithstanding Section 8.1 of this Article, unit  
34 members may work a modified year under the following conditions:

1           8.14.1       Any twelve (12) month unit member who is working fewer than  
2 five (5) days per week will be considered a modified year employee, not a twelve  
3 (12) month employee.

4           8.14.2       Unit members shall be required to complete a work schedule  
5 and are expected to be at work on the days scheduled.

6           8.14.3       Unit members on modified year will accrue vacation and sick  
7 leave hours prorated according to the hours scheduled on their work calendar.  
8 When sick leave is used, the unit member's time card shall reflect the actual  
9 number of hours the unit member would have worked that day.

10          8.14.4       Unit members on modified year shall be on an equal-pay  
11 status.

12          8.14.5       Each July, unit members on modified year shall be paid for  
13 the balance of vacation hours accrued during the work year.

14          8.14.6       The formula for computing holiday pay shall be based on the  
15 total number of hours worked during the week divided by five.

16          8.14.7       Unit members who wish to go on or are assigned a modified  
17 work year shall be counseled regarding the terms and conditions of this  
18 employment status.

19          8.14.8       Unit members electing to go on or are assigned modified work  
20 year status shall execute an agreement that shall contain all terms and conditions  
21 of employment described herein.

22   8.15               Special Education Extended Year, Intersession and Summer  
23 School

24   The District shall post available assignments for special education extended year,  
25 Intersession and summer school. When two (2) or more unit members are  
26 qualified and substantially equal in qualifications, the unit member with the greatest  
27 seniority (Hire date) shall fill the position. The seniority list shall be rotated  
28 annually.

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**ARTICLE 9: PAY ALLOWANCES**

9.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by this reference incorporated as a part of this Agreement. The regular rate of pay shall include any differential, stipend, and/or longevity increments required to be paid under the terms of this Agreement. The hourly rate of pay shall be computed by dividing the monthly rate by 173.33.

9.1.1 The district agrees to provide the same aggregate total cost percentage to CSEA members, as it provides to any other employee groups.

9.1.2 Effective July 1, 2023 the salary schedule in Appendix A (see attached) will be increased by 2%.

9.1.3 One-time off salary payment: Members who do not qualify for health and welfare benefits during the 2023-24 school year will receive a one-time 5% off schedule payment.

9.1.4 One-time off salary payment for members who qualify for health and welfare benefits during the 2023-24 school year, will receive a one-time 3% off schedule payment.

9.1.5 The anniversary increments shall be changed as follows:

7 years of service -- \$ 82.74

10 years of service -- \$165.48

15 years of service -- \$248.22

20 years of service -- \$330.96

25 years of service -- \$413.70

(This increase in longevity shall be effective July 1, 2014).

9.2 Frequency - Once Monthly: All members of the bargaining unit shall be paid once per month, payable on or before the last weekday of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding weekday if approved by the Office of the Ventura County Office of Education (VCOE).

9.3 Payroll Errors: Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental paycheck issued not later than five (5) working days following notice to the Payroll Department.

1 9.4 Lost Checks: Any paycheck for a member of the bargaining  
2 unit which is lost after receipt or which is not delivered within five (5) days of mailing  
3 (if mailed), shall be replaced as soon as administratively possible.

4 9.5 Mileage: Any unit member required to use his/her vehicle on  
5 District business shall be reimbursed at the rate in effect for all employees of the  
6 District for all miles driven on behalf of the District. The mileage computation shall  
7 include mileage necessary to return to the unit member's normal job site after the  
8 completion of District business. This amount shall be payable in a separate  
9 warrant as soon as is administratively possible after submission of the mileage  
10 reimbursement form.

11 9.6 Meals: Any unit member who, as a result of a work  
12 assignment, must have meals away from the District, shall be reimbursed at the  
13 rate in effect for all employees of the District as soon as administratively possible.

14 9.7 Lodging: Any unit member who, as the result of a work  
15 assignment, must be lodged away from home overnight, shall be reimbursed by  
16 the District at the rate and consistent with regulations in effect for all employees of  
17 the District. Whenever possible, and with sufficient advance notice, the District  
18 shall advance funds to the unit member to cover the cost of such lodging. If  
19 advance funds are not available, the District shall reimburse the unit member for  
20 appropriate out-of-pocket lodging expenses as soon as administratively possible  
21 after the unit member has submitted such a claim.

22 9.8 Working Out Of Class

23 9.8.1 Working Out of Classification- Five (5) Days or Less:

24 When a regular unit member is assigned by the site administrator or immediate  
25 supervisor to perform the duties of a position in a higher classification for a period  
26 of five (5) days or less, the unit member shall be paid a maximum of five percent  
27 (5%), but in no case an amount greater than the "E" step of the higher  
28 classification, in which they are working out of class. Salary differential and  
29 longevity, for which the unit member is eligible, shall then be added, for all hours  
30 worked in the higher classification. For purposes of this section, "base salary" shall  
31 exclude such items as longevity, professional growth increments, and all  
32 differentials. (Working out of class compensation shall be figured by adding 5% to  
33 the employee's salary step (one full step on the salary schedule), but in no case  
34 greater than step "E" of the higher classification. The employee's salary step +5%

1 shall then be multiplied by any applicable differential percentage before the  
2 longevity is added.)

3 9.8.1.1 Out of class work shall not be performed without prior written  
4 and/or oral approval of the unit member's supervisor. The unit member or  
5 supervisor may require written approval prior to performance of out of class work.

6 9.8.1.2 For assignments in a higher classification which exceed five (5)  
7 days in a fifteen (15) day period, Section 9.8.2, Working Out of Classification-More  
8 than five (5) days, shall apply.

9 9.8.2 Working Out of Classification-More than Five (5) Days:

10 When a regular unit member works out of classification in a higher class for a  
11 period exceeding five (5) days within a fifteen (15) calendar day period, the unit  
12 member shall be compensated at the first step in the higher classification in which  
13 they are working, which provides the member with at least a five percent (5%)  
14 increase above his/her regular base salary, but in no case shall placement be  
15 above the "E" step of the higher class, before differentials or longevity are applied.  
16 Salary differentials and longevity for which the unit member is eligible, shall then  
17 be added, for all hours worked in the higher classification. For purposes of this  
18 section, "base salary" shall exclude such items as longevity, professional growth  
19 increments, and all differentials. Step placement below the "E" step may be  
20 subject to appeal to the Personnel Commission. The increased rate will be  
21 effective from the first day to the last day of the working out of class assignment.  
22 (Working out of classification compensation shall be figured by determining the  
23 step in the higher classification which provides the member with at least 5% more  
24 than the employee's salary step, but in no case greater than the "E" step of the  
25 higher classification. The step in the higher classification which provides at least  
26 a 5% increase shall then be multiplied by any applicable differential percentage  
27 before the longevity is added.)

28 9.8.2.1 A unit member must receive written approval (Including email)  
29 from the Assistant Superintendent of Human Resources, or designee, prior to  
30 Working Out of Class.

31 9.8.3 Assignment of Work Out of Class: When assigning work out of  
32 class, the District agrees to rotate work out of class as equally as is practicable  
33 among members of the same job family (who have the skill and knowledge to  
34 perform the work), and who are assigned to the same school site/department.

1 9.9 Night Shift Pay Differential: Unit members who regularly work  
2 more than fifty percent (50%) of their assigned duty time after six (6) p.m. will be  
3 compensated by an additional five percent (5%) pay differential.

4 9.10 Bilingual Differential: Incumbents serving in positions which  
5 have been officially designated as bilingual by the governing board and for which  
6 there is not a specific minimum requirement of bilingual skill for all incumbents of  
7 the class shall receive a differential of three percent (3%).

8 9.10.1 Bilingual Stipend: Departments designated by the governing  
9 board which require some bilingual skills but where no specific position has been  
10 designated as bilingual shall rotate the bilingual stipend among all unit members  
11 in the department who have been qualified as bilingual by the governing board.  
12 Rotation shall be on an annual basis, beginning July 1 and ending June 30, and in  
13 order of seniority based on the hire date. Any unit member transferring into the  
14 department shall be placed at the bottom of the rotation list. Unit members so  
15 designated shall receive a stipend equivalent to the three percent (3%) differential.

16 9.10.2 Except as provided for herein, monolingual classified  
17 positions that do not have the bilingual differential, may only be designated  
18 bilingual when the position becomes vacant. In circumstances where the need for  
19 bilingual services and the current complement of staff cannot meet the need of  
20 providing those services, the District may propose an earlier redesignation. Where  
21 such a need arises before a position becomes vacant, the District will advise CSEA  
22 of the circumstances underlying the proposed change, and shall meet and  
23 negotiate, upon demand, with the Association over the proposed redesignation  
24 and its impact. The same process will apply should it be determined that a position  
25 no longer needs to be designated bilingual.

26 9.11 Paraprofessional Stipend: Each classified unit member who  
27 meets established criteria will be eligible for a one-time stipend of two hundred fifty  
28 dollars (\$250) each fiscal year for participation in Ventura County Paraprofessional  
29 Training (VCPT) Grant.

30 9.11.1 Unit member must be a participant in the Ventura County  
31 Paraprofessional Training (VCPT) Grant.

32 9.11.2 Unit member must provide verification of successful  
33 completion of twelve (12) units at a California State University leading to a teaching  
34 credential during the fiscal year.

1           9.11.3           Unit members are eligible for stipend at end of each fiscal year  
2 in the program.

3           9.11.4           No stipend will be paid to unit members who leave or complete  
4 the VCPT Program during the fiscal year.

5           9.11.5           No stipends will be paid after termination of the VCPT  
6 Program.

7           9.11.6           The paraprofessional stipend is an incentive for a special  
8 program and does not preclude the unit member's participation in the District's  
9 Professional Growth Program.

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**ARTICLE 10: ANNIVERSARY DATE**

10.1 All current unit members shall have a common anniversary date of July 1.

10.2 Individuals hired on or before December 31 shall be eligible to receive an anniversary step increment the following July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.

10.3 Beginning with the first July of a unit member’s continuing employment, he/she must have been in paid status for at least two-thirds (2/3) of his/her individual work year to be eligible for an anniversary salary step advancement.

10.4 Upon completion the of 130 work day probationary period in paid status, a unit member shall experience a step movement. Time spent on an unpaid leave of absence shall not count towards a unit member’s probationary period.

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**ARTICLE 11: PROFESSIONAL GROWTH AWARDS PROGRAM**

11.1 Professional Growth is a continuous, purposeful engagement in study and related activities to retain and extend high standards for the education of classified employees. The Professional Growth Awards Program, approved by the Board of Trustees on August 8, 1972, is to encourage bargaining unit members to gain increased knowledge, skills, and understanding of the member's assignment(s); provide an opportunity for advancement to new positions; provide background materials for the activity in which engaged; experience personal development through alertness and responsiveness to the human and social factors of others as it relates to the workplace; provide the member with an awareness of the importance of increased efficiency needed to fulfill his/her role in the Oxnard School District. The program is voluntary.

11.2 Management of Program: The Superintendent's designee is responsible for administering the Professional Growth Awards Program and for coordinating the Professional Growth Awards Committee. Files for unit members who are participating in the program shall be maintained in that office.

11.3 Professional Growth Awards Committee: The purpose of the Professional Growth Awards Committee is to review all Professional Growth Awards Program Forms that have been submitted by unit members but have been denied by the Superintendent's designee. The Superintendent/designee and Association President/designee shall comprise the committee and meet to determine who, if anyone else, should be involved in the review committee.

11.3.1 The review committee shall meet each year by June 20<sup>th</sup>.

11.3.1.1 The interest based problem solving process regarding consensus decision-making will be used by this committee.

11.3.2 If a unanimous decision is reached, it is final, binding and non-grievable.

11.3.3 If a unanimous decision is not reached, the original decision stands, and the employee can access the grievance process for further relief.

11.4 Eligibility for Participation in the Program: All regular and probationary unit members of the Oxnard School District are eligible to participate in the Professional Growth Awards Program. In addition to the provisions of Article 9.12, bargaining unit members participating in the Ventura County Paraprofessional Training Program shall be eligible to participate in the Professional Growth Program.

1           11.4.1           Unit members who receive a “Needs Improvement” or “Does  
2 Not Meet District Standards” on the “Summary of Overall Performance” on their  
3 evaluation shall not be eligible to receive an additional professional growth stipend  
4 until they receive a “Meets District Standards” evaluation.

5           11.4.1.1       Unit Members shall receive their additional professional  
6 growth stipend on the month following receipt of their “Meets District Standards”  
7 evaluation.

8           11.5               Methods by Which Awards May be Obtained: The following  
9 represents the methods by which professional growth credit may be obtained. As  
10 all courses may not qualify for Professional Growth credit, it is recommended that  
11 unit members obtain prior approval from the Superintendent's designee.

12           11.5.1           College Courses:

13           11.5.1.1       Criteria for Courses: (A) the subject matter of the course  
14 should relate directly to the position currently occupied by the unit member, or (B)  
15 the subject matter of the course should meet the requirements of the position for  
16 which the unit member is training, or (C) the course is required for a degree  
17 program appropriate to service in public education.

18           11.5.1.2       All unit members taking courses must obtain a grade of "C" or  
19 better. College course work must be verified by an official transcript, web  
20 transcript, or official grade card verifying grade, unit or hours, and completion date.  
21 Courses cannot be repeated, unless special permission has been granted by the  
22 Professional Growth Awards Committee.

23           11.5.1.3       Points will not be given to a unit member who is on leave from  
24 the District to become a full-time student.

25           11.5.1.4       Credit for appropriate courses will be as follows:

	<u>Semester Units</u>	<u>Points Earned</u>
26		
27	1	2
28	2	4
29	3	6
30	4	8
31	5	10
32	<u>Quarter Units</u>	<u>Points Earned</u>
33	1	1.33



1	2	2.67
2	3	4.0
3	4	5.33
4	5	6.67

5           11.5.2       District-sponsored Workshop, Orientation or In-service:  
6 Credit hours for participation in District-sponsored workshops, orientation, and/or  
7 In-service shall be equated as follows: .188 per hour approved or 1.504 points for  
8 eight (8) hours.

9           11.5.3       Educational Conferences and Lectures: Credit hours for  
10 participation in Education Conferences and Lectures shall be equated as follows:  
11 .188 per hour approved or 1.504 points for eight (8) hours.

12          11.5.4       Conferences, Institutes, Lectures, and Workshops: In order  
13 to gain professional growth points for conferences, institutes, lectures, and  
14 workshops, the application for credit shall include a list of the conferences,  
15 institutes, lectures, or workshops attended or participated in with a short summary  
16 of the value of each including place, time, speaker, duration, etc., and/or work  
17 oriented organizations. Credit hours for participation in conferences, institutes,  
18 lectures, and/or workshops shall be equated as follows: .188 per hour approved  
19 or 1.504 points for eight (8) hours.

20          11.5.5       Employee Organization Educational Conferences: Credit  
21 hours for participation in Employee Organization Educational Conferences shall  
22 be equated as follows: .188 per hour approved or 1.504 points for eight (8) hours.

23          11.5.6       Sample of Point System for Credit Requested under 11.5.2,  
24 11.5.3, 11.5.4, or 11.5.5.

	<u>Hours</u>	<u>Credit</u>	<u>Hours</u>	<u>Credit</u>
25				
26	.25	.047	2.0	.376
27	.50	.094	2.25	.423
28	.75	.141	2.50	.470
29	1.00	.188	2.75	.517
30	1.25	.235	3.00	.564
31	1.50	.282	3.25	.611
32	1.75	.329	3.50	.658

1           11.5.7        Committee Service Credit: Credit for service as a member of  
2 an approved District committee, including, but not limited to, the Professional  
3 Growth Awards Committee, the District Safety Committee, or the  
4 Labor/Management Committee shall be equated as follows: .376 points per hour.

5           11.5.7.1      Sample of Point System for Committee Service:

6	<u>Hours</u>	<u>Credit</u>
7	6	2.25
8	8	3.0
9	10	3.8
10	15	5.6
11	20	7.5
12	25	9.4
13	30	11.3

14           11.5.7.2      Service on District-sponsored committee must be rendered  
15 only on the unit member's own time. Hours attended during a specified time shall  
16 be subject to verification by the minutes of the meeting.

17           11.5.8        Adult Evening, Trade School, and High School Course Credit:

18 All unit members taking courses must obtain a grade of "C" or better. Course work  
19 must be verified by an official grade card verifying grade, units or hours, and  
20 completion date. Eighteen (18) weeks, one day a week, fifty-four (54) hours per  
21 semester equals three (3) points.

22           11.5.9        Correspondence Course Credit: Correspondence courses

23 require satisfactory completion certificates and course description brochures for  
24 credit determination. Correspondence courses which are job-related will receive  
25 professional growth credit based on average completion time which is provided by  
26 the correspondence school.

27           11.5.9.1      Credit will be awarded at the rate of one point for each eighty

28 (80) hours of average instruction time. If no recommended completion time is  
29 made available to the review committee, the committee will award points based  
30 upon a course content comparison with other courses which have average  
31 recommended completion periods.

32           11.5.10      Web courses: Job related web courses will be available for

33 professional growth subject to the following conditions:

1           11.5.10.1    The course is a recognized-for credit distance learning course  
2 offered by an accredited community college, college or university; and

3           11.5.10.2    The employee satisfies the requirements under section  
4 11.5.8.

5           11.5.11       Other Participation Opportunity: Any other participation  
6 opportunity designated by the Superintendent or his/her designee shall be equated  
7 by the Professional Growth Awards Committee.

8 11.6                Guidelines for Obtaining Increment Credit:

9           11.6.1        Twenty (20) points of professional growth credit must be  
10 earned to obtain one (1) professional growth increment. Points must have been  
11 earned after a unit member's employment with the District. There shall be no  
12 limitation on the frequency of professional growth increments a unit member may  
13 receive. No unit member may receive more than eight (8) increments during  
14 his/her period of employment. Those bargaining unit members who had previously  
15 submitted additional professional growth credits toward their 7<sup>th</sup> or 8<sup>th</sup> increments,  
16 pursuant to 11.6.5, prior to October 10, 2002, shall receive the appropriate  
17 additional professional growth increments following July 1, 2003 pursuant to 11.7.

18           11.6.1.1    The District shall continue to maintain records of all qualifying  
19 professional growth courses for future use. Unit members who have already  
20 received the maximum increments allowed under the contract will have six months  
21 from the date of ratification to submit professional growth courses completed after  
22 qualifying for their eighth increment.

23           11.6.2        A unit member desiring to participate in the Professional  
24 Growth Awards Program should submit his/her form for credit to the  
25 Superintendent's designee on or before June 10<sup>th</sup> of each year. All  
26 recommendations for payment of award increments must be submitted to the  
27 Superintendent by his/her designee no later than June 30.

28           11.6.3        Points will not be granted when the participation is during the  
29 unit member's regular working hours. However, it is agreed and understood that  
30 a unit member shall be credited with professional growth credits under Article 11,  
31 even if participation in professional growth activities occur during his or her  
32 vacation period, and/or comp time.

33           11.6.4        Points will not be allowed for any participation if the District  
34 reimburses the participant for actual expenses, including mileage, registration  
35 fees, tuition, food, etc.

1           11.6.5       Requests for credit approval must be received by the  
2 Superintendent's designee no later than one (1) year from the date of completion.

3           11.6.6       Any unit member who has accumulated more than twenty (20)  
4 points in the Professional Growth Awards Program will not lose the extra points.  
5 The points over twenty (20) will be credited toward a second increment.

6 **11.7   Payment of Increments:**

7           11.7.1       Payment of the Professional Growth increment will be in the  
8 form of an annual monetary award. Each increment is equal to \$300.00.

9           11.7.2       Payment shall be made on the first warrant issued for time  
10 worked after July 1 of the succeeding year unless there is a special request by the  
11 unit member to have the increment paid on a monthly basis.

12           11.7.2.1      Notice from the unit member to receive their professional  
13 growth on a monthly basis shall be received by the District on or before July 5 of  
14 any year.

15           11.7.2.2      Unit members receiving monthly payments for professional  
16 growth, who retire, are severed from employment, voluntarily leave the district, or  
17 begin an unpaid leave that will continue through June 30, shall receive payment  
18 for all professional growth increments due on the last pay warrant received from  
19 the District.

20           11.7.3       For 2007-2008 only, a unit member may earn up to two  
21 additional one-time \$300 increments for those unit members who have already  
22 earned eight (8) professional growth award increments.

23           11.7.3.1      The credits used to earn a stipend after the eighth (8<sup>th</sup>)  
24 increment cannot be used in any future Professional Growth Awards.

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**ARTICLE 12: EMPLOYEE EXPENSES AND MATERIALS**

12.1 Use of Privately-Owned Vehicles: The District agrees to reimburse unit members up to a maximum of five hundred dollars (\$500) toward an insurance deductible for the actual cost of repairs performed on an automobile as a result of an accident, under the following conditions:

12.1.1 The unit member was using the privately-owned vehicle as a condition of employment; OR

12.1.2 The vehicle was being operated at the time of the accident on ordered District business, AND

12.1.3 The unit member was not at fault. Evidence that the unit member was not at fault shall be determined by any one of the following:

12.1.3.1 Issuance of a Police Department report, indicating that the unit member is at no fault and/or not chargeable in the accident; or

12.1.3.2 Decision of a court or tribunal, placing full fault on another party; or

12.1.3.3 Written admission by the other driver of responsibility for the accident; or

12.1.3.4 No filing of fault or charges as a result of the accident.

12.1.4 A police report was filed at the scene of the accident.

12.1.5 The foregoing notwithstanding, the District's maximum annual obligation for payment under this provision shall not exceed two thousand dollars (\$2,000) for the CSEA bargaining unit.

12.1.6 Any unit member who is not covered by District insurance shall have the right to decline the use of his/her privately-owned vehicle on District business.

12.2 Replacing or Repairing Unit Member's Property: The District shall repair damaged personal property or, at its option, reimburse the unit member for the reasonable value of personal property, excluding automotive vehicles and clothing, used in the course of employment when all of the following conditions have been met:

12.2.1 The unit member is required by management to use the personal property as a condition of continuing employment;

12.2.2 The unit member has registered the personal property in accordance with the prescribed procedures of the District;

1           12.2.3       The unit member has properly used and maintained the  
2 property;

3           12.2.4       The unit member has properly stored and secured the  
4 property;

5           12.2.5       The loss or damage, excluding normal wear, is directly  
6 attributable to the proper use of the property during the course of employment.

7           12.2.6       The District shall provide a safe storage place for personal  
8 property under the foregoing section.

9           12.3           Physical Examination: The District agrees to pay the cost of  
10 any medical examination required as a condition of continued employment, which  
11 is ordered to be performed by a District-designated physician when such an  
12 examination is a condition of employment established by the District. Unit  
13 members employed on or after the effective date of this Agreement shall be eligible  
14 for a fully paid pre-employment examination performed by a District designated  
15 physician when such an examination is a condition of employment established by  
16 the District.

17          12.4           Uniforms: When new uniforms are going to be purchased for  
18 a specific classification, the District shall consult with the Association for the  
19 purpose of receiving input on the selection of the uniform.

20          12.5           Employee Uniforms:

21           12.5.1       The District will provide uniforms with emblems in the form of  
22 five (5) shirts for employees in the Maintenance, Operations, and Warehouse job  
23 families (as shown on the CSEA salary schedule), and five (5) shirts and two (2)  
24 pairs of pants (black pants are required) for Transportation employees.

25           12.5.2       Each employee in the designated job families will wear the  
26 uniform at work, including night and weekend call-outs, and will maintain the  
27 uniforms in a clean and neat condition. With the exception of to and from work,  
28 uniforms will not be worn when the employee is off-duty.

29           12.5.3       If an employee does not successfully complete the  
30 probationary period or terminates employment with the District, the uniforms will  
31 be returned to the District.

32           12.5.4       After the initial allotment, uniforms may be replaced on an as-  
33 needed basis arising from normal wear and tear, work related damage or size  
34 variation at the discretion of the manager.

1           12.6                   Safety Equipment: Should the employment duties of a  
2 member of the bargaining unit reasonably require use of any equipment or gear,  
3 with the exception of wearing apparel, to insure the safety of the unit member or  
4 others, the District agrees to furnish such equipment or gear.

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**ARTICLE 13: HEALTH AND WELFARE BENEFITS**

13.1 The Association agrees to be bound by the terms and conditions of the District’s current health and welfare benefits provider Participation Agreement. Such Participation Agreement shall be attached hereto as an Appendix and incorporated by this reference as though fully set forth herein. Unit members shall participate in the District’s group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for classified staff. The cost of participating in the District’s group health and welfare benefits shall be paid by the unit member. The unit member may participate in the District’s Section 125 Plan to allow for the monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member (See Article 13.7)

13.1.1 The parties agree to provide education opportunities to members on the Health Saving Account (HSA) plans available to employees at no cost or low cost.

13.1.2 During the 2024-25 school year the parties agree to explore creating our own internal benefits tier to determine if this is viable and a benefit to our members.

13.2 District Contribution: Effective October 1, 2024, the District will contribute \$ 14,912.87 yearly toward the payment of premiums for Medical, Dental, and Vision group health insurance programs. The District contribution includes the calculation in Article 13.4.1.4

13.2.1 Life Insurance: The District shall contribute monthly up to \$2.90 for group life insurance.

13.3 Eligibility: Qualified unit members shall be:

13.3.1 All probationary and permanent unit members who are regularly assigned 30 hours per week.

13.3.1.1 Other Life Insurance Eligibility: The District shall contribute monthly premiums for life insurance for permanent unit members not currently receiving benefits whose regular assignments equal four (4) and less than six (6) hours per day. The insurance coverage will be in the amount of \$10,000 for permanent unit members, \$1,500 for dependents older than six months.

13.3.2 Unit members presently receiving benefits to continue for the length of this Agreement, except as provided for below:



1           13.3.2.1     Continuation After Reduction in Hours: Any unit member  
2 hired after July 1, 1984, with six (6) hours or more who subsequently experiences  
3 a reduction in hours in lieu of layoff shall continue his/her benefits for six (6)  
4 months.

5           13.3.2.2     Any unit member initiated reduction in hours to below six (6)  
6 hours shall result in a loss of paid benefits.

7           13.3.2.3     Any unit member hired before July 1, 1984 who was assigned  
8 to a position that afforded him/her benefits under a prior contract and subsequently  
9 suffered a reduction in hours shall have his/her benefits discontinued if, after July  
10 1, 1984, he/she is offered an assignment of six (6) hours or more and he/she  
11 refuses such assignment. (refer to Appendix G and attachment). All names shall  
12 remain on the list until such time that the retiree reaches age 70.

13          13.3.3        Any unit member who is currently paying for his/her own  
14 benefits may continue to pay for said benefits during the term of this Agreement.

15          13.3.4        Temporary Benefits: Permanent unit members who do not  
16 receive medical, dental, vision, and life benefits may be eligible to receive those  
17 benefits for the duration of the assignment under the following circumstances: (a)  
18 The unit member has been temporarily assigned to a position of another perma-  
19 nent unit member who is not receiving his/her medical, dental, vision, and life  
20 insurance benefits because of being in an unpaid status; and (b) The temporary  
21 assignment is for a period of six (6) months or more.

22          13.3.4.1     Temporary Contributions: The District shall make the monthly  
23 contributions for the payment of the premiums in accordance with paragraph 13.4  
24 and 13.4.1 of the collectively bargained Agreement.

25          13.3.4.2     Termination of Temporary Benefits: The permanent unit  
26 member is not entitled to these benefits beyond the end of the temporary  
27 assignment.

28          13.3.5        See also Sections 20.17.1 and 20.17.2, of Article 20,  
29 regarding benefits following layoff.

30          13.4         Retiree Benefits:

31          13.4.1        Unit members, hired on or before July 31, 2005, who retire on  
32 or after July 1, 1980, after reaching age fifty-five (55) and who have served fifteen  
33 (15) years in the District shall be eligible for continued group medical insurance  
34 coverage, dental, and vision and life insurance. (Years of service shall be  
35 determined by the anniversary date of regular employment.) The District shall pay

1 the full premiums for health insurance (e.g. medical, dental, vision and life). The  
2 health coverage shall be the same as that in effect at the time of retirement. District  
3 paid health insurance (medical dental, vision and life) for retirees who retire under  
4 Article 13.5.1, shall continue in effect until the unit member reaches the age of  
5 sixty-nine (69).

6 13.4.1.1 Unit members, subject to 13.5.1, who retire with age and  
7 service defined in 13.6.1 and were receiving life insurance only prior to retirement  
8 shall be eligible for continued life insurance coverage until the unit member  
9 reaches the age of sixty-nine (69).

10 13.4.1.2 Unit members hired on or after August 1, 2005, but on or  
11 before June 30, 2012, after reaching age fifty-five (55) and who have served fifteen  
12 (15) years in the District shall be eligible for continued group medical insurance  
13 coverage, dental, and vision and life insurance. (Years of service shall be  
14 determined by the anniversary date of regular employment.) Health insurance  
15 premiums (medical, dental, vision and life) shall continue in effect until the unit  
16 member reaches the age of sixty-five (65). For such unit members, the District  
17 shall make the following monthly contributions toward the payment of premiums  
18 for the following group insurance programs until the unit member reaches age  
19 sixty-five (65):

<u>PROGRAM</u>	<u>MONTHLY AMOUNT</u>
Medical	\$781.05
Dental	\$ 84.35
Vision	\$ 18.46

24 13.4.1.3 Unit members hired, on or after August 1, 2005, but on or  
25 before June 30, 2012, who retire with age and service defined in 13.6.1.2 and were  
26 receiving life insurance only prior to retirement shall be eligible for continued district  
27 paid life insurance coverage until the unit member reaches the age of sixty-five  
28 (65).

29 13.4.1.3.1 Unit members hired on or after July 1, 2012 shall not receive  
30 retiree benefits.

31 13.4.1.4 Beginning 2007-2008 School Year, the Association agrees  
32 to annually contribute \$433,457 into a Special Fund Irrevocable Trust to be used  
33 for future retiree benefits. The Association and the District agree that this dollar  
34 amount that shall be set aside annually into the fund, is from the Association  
35 budget share of the CSEA's total costs. Effective January 1, 2017, these funds

1 are no longer contributed and the amount has been added to the District cap on  
2 health insurance. The funds already deposited into the trust will remain in CSEA's  
3 account to be held for future retiree benefit payments. CSEA will be provided an  
4 annual update.

5 13.4.2 Health Insurance for Retirees: For retirees hired on or before  
6 July 31, 2005, who are eligible for retiree health benefits under Article 13.6.1 and  
7 eligible for Medicare prior to reaching age sixty-nine (69), the District's health  
8 insurance contribution shall be the full amount of the premium for  
9 secondary/supplemental coverage to Medicare A and B until age sixty-nine (69).

10 13.4.3 Disability Retirement Under CalPERS: Unit members with at  
11 least ten (10) years of service with the District who receive a disability retirement  
12 under CalPERS shall be eligible for the same medical retirement benefits as  
13 regular retirees under 13.6.1.

14 13.5 Retirees will be eligible to purchase all health and welfare  
15 benefits currently offered to unit members.

16 13.6 IRC 125: The District shall implement an IRC (Internal  
17 Revenue Code) 125 payroll deduction plan. The District agrees to solicit CSEA's  
18 input in identifying a third party administrator for such a plan. The District reserves  
19 the right, however, to select the administrator and to define the plan options. Any  
20 administration fee associated with the payroll deduction plan shall be the sole  
21 responsibility of the unit member utilizing the plan.

22 13.7 "Rule of 75" Formula for Retiree Benefits Eligibility Beginning  
23 January 1, 2007

24 13.7.1 Unit members hired on or after January 1, 2007 shall utilize  
25 the following formula to qualify for retiree benefits. The unit member shall have  
26 attained the minimum age of 55. When a unit member's age plus years of service  
27 equal 75 or more, then the unit member shall be eligible to retire from the district  
28 with benefits as provided in this Article. (Example: An employee is 55 years of  
29 age with 20 years of service with the District. Since the total of age plus years of  
30 service equals 75, the employee is eligible for retiree benefits.)

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**ARTICLE 14: ANNUAL WORK CALENDAR AND HOLIDAYS**

14.1 Scheduled Holidays: The District agrees to provide eligible unit members with sixteen (16) paid holidays.

- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Spring Vacation Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- In-Lieu Day (see below)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

14.2 In-Lieu Day: This day will not occur on a day when students are in attendance. Per MOU #15-71, for years that there are only 259 work days, employees will work on the In Lieu Day to make the full 260 days equal pay.

14.2.1 The District and CSEA are in agreement with the work calendars developed in collaboration for the 2018-19, 2019-2020, and 2020-2021 school years (attached herein).

14.3 Additional Holidays: Every day declared by the President or the Governor of this State as a public fast, Thanksgiving, or holiday, or any other day declared a holiday by the Board of Trustees shall be a paid holiday for all members of the bargaining unit who would otherwise have been scheduled to work.

14.4 Holidays on Saturday or Sunday: When a designated holiday falls on a Saturday, the preceding workday, not a holiday shall be deemed to be a

1 holiday. When a holiday falls on a Sunday, the following workday shall be deemed  
2 to be that holiday.

3 14.5 Eligibility for Holiday Pay:

4 14.5.1 Bargaining unit members shall be required to have been in a  
5 paid status on the working day immediately preceding or following the scheduled  
6 day of recognition of a holiday to be eligible for payment for the day.

7 14.5.2 Notwithstanding the foregoing, unit members not scheduled  
8 to work during the winter and/or spring recess, but scheduled to return to work at  
9 the conclusion of the recess, shall be eligible for holiday pay provided the unit  
10 member was in a paid status on the last working day prior to the commencement  
11 of the recess or the first working day following the conclusion of the recess.

12 14.5.3 Eligible unit members assigned to modified schedules shall  
13 receive at least fourteen (14) paid holidays annually.

14 14.5.4 Unit members who have a Tuesday through Saturday  
15 workweek may reschedule up to two (2) Saturday workdays per year that follow  
16 Friday holidays in such a manner as to allow them an uninterrupted duty free period  
17 similar to that of those who work a Monday through Friday workweek.

18 14.5.5 Nothing in this section shall prohibit a unit member from re-  
19 scheduling additional Saturday workdays following Friday holidays with the  
20 consent of the unit member's supervisor.

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**ARTICLE 15: VACATION PLAN**

15.1 Core Value: The Association and District agree it is important that unit members be at their work stations during the days students are in school and/or at times that maximize student learning. Employees may utilize vacation leave at their discretion subject to other provisions in this agreement.

15.2 Earning Rate: Vacations shall be earned in accordance with the following formula:

$$\frac{\text{Month worked} \times \text{daily hours} \times 21.75}{\text{Earning Rate}} = \text{hours per year}$$

Earning Rate

Regular unit members shall earn vacation credit in accordance with the following schedule:

15.2.1 Unit members with less than three (3) consecutive years of service shall earn one (1) hour of vacation for each twenty-six (26) hours of regular assigned work. A maximum of eighty (80) hours per year may be earned (10 days).

15.2.2 Unit members with three (3) and less than six (6) consecutive years of service shall earn one (1) hour of vacation for each seventeen (17) hours of regular assigned work. A maximum of one hundred twenty (120) hours per year may be earned (15 days).

15.2.3 Unit members with six (6) and less than ten (10) consecutive years of service shall earn one (1) hour of vacation for each fifteen (15) hours of regular assigned work. A maximum of one hundred thirty-six (136) hours per year may be earned (17 days).

15.2.4 Unit members with ten (10) and less than fifteen (15) years of service shall earn one (1) hour of vacation for each thirteen (13) hours of regular assigned work. A maximum of one hundred sixty (160) hours per year may be earned (20 days).

15.2.5 Unit members with fifteen (15) and less than twenty-four (24) years of service shall earn one (1) hour of vacation for each eleven and one-half (11 1/2) hours of regular assigned work. A maximum of one hundred eighty four (184) hours per year may be earned (23 days).

15.2.6 For each year of service over twenty-four (24) years, the unit member shall earn one additional hour of vacation for each two hundred sixty (260) hours worked (23 days plus).

1           15.3                   Accumulated Vacation for 12 month Unit Members: Unit  
2 members who are employed for twelve (12) months may accumulate vacation at  
3 the rate of one-half of the amount that can be earned in one (1) year, up to a  
4 maximum accumulation of not more than that indicated in 15.3.1 and 15.3.2 below.  
5 Vacation accumulated is vacation earned before the current year, but not used.

6           15.3.1           An amount equivalent to that which can be earned in one (1)  
7 year, for unit members with less than five (5) years in the District.

8           15.3.2           An amount equivalent to that which can be earned in one and  
9 one-half (1 1/2) years for unit members with five (5) or more years in the District  
10 with a maximum of thirty (30) days that can be accumulated by a unit member.

11       15.4    Scheduling Vacations: Unit members may take vacation during the school  
12 year even though not earned at the time the vacation is taken. Unit members shall  
13 utilize the district's employee absence management system to request vacation.

14           15.4.1 Unit members who submit requests for the following school year by  
15 April 30<sup>th</sup> shall receive consideration for priority approval.

16           15.4.2. Multiple day vacation requests require submission at least 30  
17 working days prior.

18           15.4.3 Single day vacation requests must be submitted at least 10 working  
19 days in advance.

20           15.4.4 In the event of a tie during the submission, seniority shall serve as  
21 the tiebreaker. In the event of the same hire date, seniority will be determined by  
22 lot.

23           15.4.5 Exceptions to scheduling of vacations will be considered.

24           15.4.6 Vacation Approval Process: The immediate supervisor or designee  
25 shall respond to vacation requests within three (3) working days. The three working  
26 days shall commence the first working day after the date of submission.

27           15.4.7 Vacation Cancellation Process: Unit members shall make every  
28 effort to cancel vacation requests at least 48 hours prior to the scheduled vacation  
29 date. Upon cancellation, the rescheduling process shall commence from the  
30 beginning of the vacation request process.

31           15.4.8 Alternative Vacation Submission Method: In the event the district's  
32 absence management system is non-functional, unit members may submit their  
33 vacation request via email to their immediate supervisor, or designee.

34           15.4.9 Vacation Denial: If a request for the use of accrued vacation is  
35 denied, the affected employee may request a review of that decision by the next  
36 level of supervision within two (2) working days with conclusion within five (5)

1 working days. The outcome of that review is final. All denials of vacation usage  
2 require the communication of the reason for denial, which shall be for good cause  
3 only, and, not for arbitrary or capricious reasons, which shall be documented on  
4 the vacation request form.

5 15.4.10 If the unit member is not permitted to take his/her full annual  
6 vacation, the amount not taken shall accumulate as provided in the foregoing  
7 section, for use in the following year, or shall be paid for in cash. In no case will a  
8 unit member forfeit vacation earned.

9 15.5 For Less Than 12-Month Unit Members: Notwithstanding 15.4, less than  
10 12-month unit members will be paid for the balance of their unused vacation no  
11 later than July 31st. Under special circumstances, less than 12-month unit  
12 members may request the use of vacation leave during their work year, subject to  
13 the approval of their immediate supervisor.

14 15.6 Vacation in Lieu of Sick Leave: Subject to other provisions of Article 16 of  
15 this agreement, when sick leave is exhausted, vacation may be used as sick leave,  
16 at the option of the unit member.

17 15.7 Accrual of Vacation While on Leave: Vacation is earned only  
18 while the unit member is drawing pay from the District. It does not accrue during  
19 a vacation period at the termination of service.

20 15.8 Rate of Pay for Vacations: The rate at which vacation is paid  
21 shall be the unit member's current rate. A unit member whose vacation is earned  
22 and begun under a given status shall suffer no loss of earned vacation salary by  
23 reason of subsequent changes in condition of employment.

24 15.9 Interruption of Vacation: The Board may allow permanent unit  
25 members to interrupt or terminate vacation leave in order to begin another type of  
26 paid leave, without a return to active service, provided the unit member supplies  
27 adequate notice and relevant supporting information regarding the basis for such  
28 interruption or termination. Except in exceptional circumstances, vacation leave  
29 cannot be converted to any other type of leave after the leave is completed.

30 15.10 Vacation During Probationary Period:  
31 Notwithstanding Section 15.3 above, a unit member shall not be allowed to use  
32 any earned vacation until completion of the initial six (6) months of employment.  
33 However, during the Christmas holidays when the schools are closed, unit  
34 members with less than six (6) months of employment may use earned vacation  
35 hours upon approval.



1 15.11 Payment for Unused Vacation at Termination: Upon termination of a unit  
2 member's service in the District, he/she will be paid for no more unused vacation  
3 than the amount which he/she may have accumulated in accordance with this  
4 Article. The unit member shall be entitled to lump-sum compensation for all earned  
5 and accumulated vacation.

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**ARTICLE 16: LEAVES**

16.1 Sick Leave: Sick leave is the authorized absence from duty of a unit member because of illness, injury, exposure to contagious disease, quarantine, or medical/dental appointments.

16.1.1 Accrual of Sick Leave: Unit members (probationary and permanent) shall accrue sick leave as follows:

16.1.1.1 Full-time unit members shall accrue eight (8) hours of sick leave for each calendar month of service.

16.1.1.2 Part-time unit members shall accrue sick leave on a pro-rata basis.

16.1.1.3 Unit members whose work year is extended by the Board shall accrue sick leave for service performed during the extended period.

16.1.1.4 New unit members shall accrue sick leave from the first day of the month in which employed, provided that their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) day of the month, sick leave is accrued from the first day of the following month. Sick leave will be accrued to the end of the month for a unit member ending his/her service with the District, provided the last day of work is on or after the sixteenth (16th) day of the month. Sick leave will be accrued to the end of the previous month if the member's last day of work is on or before the fifteenth (15th) day of the month.

16.1.2 Use of Sick Leave: Sick leave may be used by a unit member for absence from work because of illness, injury, exposure to contagious disease, quarantine, medical/dental appointments or personal necessity to the extent authorized by this rule and Section 16.3 provided that the unit member has sick leave credits available.

16.1.2.1 A new unit member shall not be eligible to take more than six (6) days of sick leave until the first day of the calendar month after completion of six (6) months of active service with the District.

16.1.2.2 Pay for sick leave shall be the same as the pay which would have been received had the unit member worked that day. Those unit members working a "flexible" work schedule shall receive the same compensation which they would have received had the unit member worked that day.

16.1.2.3 Unit members are required to notify the human resources absence management system when they are absent for illness. If the absence is

1 to be longer than one (1) day, subsequent notification for each day's absence is  
2 required, unless the duration of the absence can be stated at the time of the  
3 notification. If the absence is to be longer than one (1) day, the unit member shall  
4 notify the District the day before returning so that a substitute, if employed, may be  
5 released. In the event that the unit member cannot enter the absence into the  
6 system, the unit member shall directly communicate the absence to their  
7 immediate supervisor.

8 16.1.2.4 Sick leave of no more than the amount entitled to per year  
9 may be granted in advance of being earned. However if a unit member leaves the  
10 service of the District, any overpayment of sick leave will be recovered by the  
11 District.

12 16.1.2.5 A unit member who is absent on sick leave shall not be  
13 entitled to sick leave pay for missed overtime work.

14 16.1.2.6 Pregnancy, miscarriage, childbirth or recovery there from is a  
15 temporary disability for which sick leave shall be utilized. The date of  
16 commencement of absence from duties because of pregnancy, miscarriage,  
17 childbirth or recovery there from shall be determined by the unit member and her  
18 physician. The date of resumption of duties shall be determined by the unit  
19 member and her physician. The physician's verification for the commencement of  
20 absence from duties and resumption of duties shall be based on the unit member's  
21 physical ability to perform assigned duties.

22 16.1.2.7 Pregnancy Disability and Maternity Leave: An affected unit  
23 member who is on a modified work year is entitled to pregnancy disability leave of  
24 thirty (30) days in paid status, provided such leave is contiguous to the beginning  
25 of the disability and to childbirth. Any portion of such leave which extends into and  
26 beyond the seventh week without a doctor's verification shall be counted as and  
27 against Family Care and Medical Leave. Absent such verification after six weeks,  
28 the leave shall not be deemed leave for which the unit member is eligible under  
29 Government Code section 12945.

30 16.1.2.8 PARENTAL LEAVE

31 Under California Ed. Code 44977.5 and 45196.1, a bargaining unit member  
32 who has worked 12 months in the district may elect to utilize up to twelve (12)  
33 weeks of Parental Leave occasioned by the birth of a bargaining unit member's  
34 child, or for placement of a child in connection with the bargaining unit member's  
35 adoption or foster child care.

1           The twelve (12) week Parental Leave shall run concurrently with CFRA.  
2           The twelve (12) week Parental Leave shall run concurrently with Sick Leave Use  
3           (including 100 days of Sick Leave under Education Code Section 45191) for  
4           Adoption/Paternity/Foster Care for a bargaining unit member's adoption or foster  
5           child care.

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

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

18          16.1.3          Accumulation of Sick Leave: If a unit member does not use  
19          the full amount of sick leave allowed in any year, the amount not used is allowed  
20          to accumulate from year to year without limit.

21          16.1.4          Verification: The Superintendent or the Personnel  
22          Administrator reserves the right to conduct an investigation, including requiring  
23          verification to determine appropriate use of sick leave when and where the District  
24          has reasonable grounds to believe that sick leave privileges are being misused by  
25          a unit member. After five (5) consecutive days, the unit member shall call or email  
26          to notify their immediate supervisor of their sick leave status and may be required  
27          to present a medical verification.

28          16.2                  Bereavement Leave:

29          16.2.1          Bereavement leave may be taken up to five (5) days, on  
30          account of the death of any member of the unit member's immediate family.  
31          Immediate family shall mean the mother, father, grandmother, grandfather, or a  
32          grandchild of the unit member or of the spouse/state registered domestic partner  
33          of the unit member and the spouse/state registered domestic partner, son, son-in-  
34          law, daughter, daughter-in-law, brother or sister of the unit member, brother-in-law,  
35          sister-in-law, step-relatives, as listed herein, or any relative living in the immediate  
36          household of the unit member.

1           16.2.2        Verification: Members of the bargaining unit may be required  
2 to complete a leave verification form provided by the District.

3           16.2.3        Salary: Bereavement leave shall be at the regular rate of pay  
4 for the first five (5) days. A bargaining unit member may request to extend  
5 bereavement leave for an additional five (5) days. Upon approval by the Assistant  
6 Superintendent of Human Resources or designee, such leave days shall be  
7 compensated at the member's regular rate less the amount paid to a substitute,  
8 whether or not a substitute is actually employed.

9           16.3           Leave for Personal Necessity: A unit member may claim and  
10 deduct up to eight (8) days per year from his/her accumulated sick leave for  
11 reasons due to personal necessity or emergency. It shall be the unit member's  
12 responsibility to track their usage of personal necessity leave. The charging of  
13 such absences shall be subject to the notification of his/her immediate supervisor,  
14 and such notification should be obtained in advance when possible. Absences  
15 which may be charged to accumulated sick leave under this section include, but  
16 are not limited to, the following categories:

17           16.3.1        Death of a member of his/her immediate family when  
18 additional leave is required beyond that provided for in other sections of this  
19 Agreement.

20           16.3.2        Death of a relative outside the immediate family or of a close  
21 friend.

22           16.3.3        Accident involving his/her person or property, or the person or  
23 property of his/her immediate family.

24           16.3.4        Appearance in court as a litigant, as a witness, or other  
25 absence required under official government order or direction, except as outlined  
26 in 16.8.2.

27           16.3.5        Professional improvement, such as: registration for courses  
28 in recognized educational institutions, the taking of graduate or other examinations  
29 or tests that could not be taken at other times, etc. This provision does not include  
30 attendance at classes or lectures that are available at other times which would not  
31 conflict with the unit member's obligations to the District.

32           16.3.6        Business transactions of an emergency nature. Such  
33 transactions must require the presence of the unit member and could not be dealt  
34 with during off-duty hours.

1           16.3.7           Unforeseen family responsibilities of a critical or urgent  
2 nature. Absences of this type would include, but not be limited to: illness of the  
3 immediate family, problems related to property, or necessary appearance of self  
4 or member of the immediate family in court or other governmental agency, but not  
5 under court order or official government order or direction.

6           16.3.8           Acceptance of an honor, such as a diploma, degree, or special  
7 award from a recognized educational institution or government agency for self or  
8 immediate family member.

9           16.3.9           Attendance at weddings of immediate family member or self;  
10 or observation of a recognized religious holiday of a unit member's faith.

11           16.3.10          The District Personal Necessity Leave form shall be used to  
12 request or verify use of this Article by the unit member. This form shall state the  
13 foregoing categories in the contract format. The unit member will be required to  
14 sign the form one time only. Signature on the monthly payroll time card represents  
15 certification by the unit member that leave was used as stipulated.

16           16.4                Family Sick Leave: A unit member may use up to ten (10)  
17 days of sick leave per fiscal year for the purpose of caring for a child, spouse/state  
18 registered domestic partner, or parent who is sick or injured. A new unit member,  
19 during the first six months of employment, shall be limited in the use of sick leave  
20 for purposes of caring for a spouse, child, or parent by Section 16.1.2.1.

21           16.5                Industrial Accident and Illness Leave: A unit member who is  
22 absent from duty because of an industrial accident or illness shall be entitled to  
23 leave in accordance with this section and law. Except as provided for in Article  
24 16.5.1, a unit member must have attained permanent status before being eligible  
25 for industrial accident leave benefits under this section.

26           16.5.1          Any absence which is supported by a doctor's certificate and  
27 which is verified by the District's administering agency as qualified for Worker's  
28 Compensation, is an absence payable under the industrial accident and illness  
29 leave. During the period of determination by the administering agency, the payroll  
30 charge will be made to the unit member's sick leave account. If the claim is  
31 approved, an adjustment will then be made, restoring to the unit member the sick  
32 leave previously charged from the first day of absence and making a charge in lieu  
33 thereof to industrial accident and illness leave. For purposes of this article, the  
34 "administering agency" is defined as the third party administrator (TPA).

1           16.5.2           A maximum of sixty (60) working days of industrial accident  
2 and illness leave is allowable in any one fiscal year for the same illness or accident.  
3 Eligibility for industrial accident and illness leave will continue for only such period  
4 as the unit member qualifies under the Worker's Compensation laws. An industrial  
5 accident or illness leave may overlap into the next fiscal year by no more than the  
6 amount of leave remaining at the end of the fiscal year in which the injury or illness  
7 occurred.

8           16.5.3           Industrial accident or illness leave shall not be accumulative  
9 from year to year.

10          16.5.4           Payments for wages lost on any day shall not, when added to  
11 an award granted the unit member under the Worker's Compensation laws of this  
12 state, exceed the normal wage for the day.

13          16.5.5           Should the unit member's absence due to industrial accident  
14 or illness extend beyond sixty (60) workdays, the unit member shall be permitted  
15 to use only as much of his/her accumulated sick leave, compensatory time and/or  
16 vacation which, when added to the Worker's Compensation award, provides a  
17 normal wage for the day.

18          16.5.6           Should the unit member's absence extend beyond all entitled  
19 paid leaves of absence, he/she shall be placed on an extended-illness absence  
20 leave without pay for a period of three (3) months from the date all of his/her paid  
21 leave of absence benefits are exhausted.

22          16.5.7           If the unit member is not medically able to assume the duties  
23 of his/her position after all industrial accident and illness leave, sick leave,  
24 vacation, compensatory time and extended-illness absence leave have been  
25 exhausted, his/her name shall be placed on a reemployment list for a period of  
26 thirty-nine (39) months. When medically released for return to duty during the  
27 thirty-nine (39) month period, he/she shall be employed in the first vacant position  
28 in the class of his/her previous assignment over all other available candidates,  
29 except for those on a reemployment list established because of a lack of work or  
30 a lack of funds.

31          16.5.8           For the purpose of this Article, the term "duty" refers to all  
32 scheduled working days, including legal and District-declared holidays, on which a  
33 unit member is authorized to receive salary payment.

34          16.5.9           The term "qualifying for workers compensation" presupposes  
35 that an accident report has been filed according to established procedure, and that

1 the administering agency considers the claim valid. In the event of rejection of the  
2 claim by the administering agency, industrial accident leave shall not apply.

3 16.6 Additional Leave for Non-Industrial Accident or Illness:

4 16.6.1 A permanent unit member who has exhausted all entitlement  
5 to sick leave, vacation, compensatory time or other available paid leave and who  
6 is absent because of a non-industrial accident or illness may be granted additional  
7 leave, with or without pay, not to exceed, six (6) months. The Board may renew  
8 the leave of absence, paid or unpaid, for two (2) additional six-month periods or  
9 such lesser leave periods that it may provide, but not to exceed, a total of eighteen  
10 (18) months.

11 16.6.2 A unit member, upon ability to resume the duties of a position  
12 within the class to which he/she was assigned, may do so at any time during the  
13 leave of absence granted under this section, and time lost shall not be considered  
14 a break in service. He/she shall be restored to a position within the class to which  
15 he/she was assigned and, if at all possible, to his/her position with all the rights,  
16 benefits, and burdens of a permanent unit member.

17 16.6.3 If, at the conclusion of all leaves of absence, paid or unpaid,  
18 the unit member is still unable to assume the duties of his/her position, he/she shall  
19 be placed on a reemployment list for a period of thirty-nine (39) months.

20 16.6.4 At any time, during the prescribed thirty-nine (39) months, that  
21 the unit member is able to assume the duties of his/her position, he/she shall be  
22 reemployed in the first vacancy in the classification of his/her previous assignment  
23 after the transfer process has been completed. His/her reemployment will take  
24 preference over all other applicants and shall be ranked according to his/her proper  
25 seniority. Upon resumption of his/her duties, the break in service will be  
26 disregarded and he/she shall be fully restored as a permanent unit member.

27 16.7 Entitlement to Other Sick Leave:

28 16.7.1 Once each year, in addition to the accumulated or current sick  
29 leave to which he or she is entitled under Education Code Section 45191, a  
30 bargaining unit member shall be credited with a total of one hundred (100) working  
31 days of paid sick leave. Such one hundred (100) days of paid sick leave shall be  
32 compensated at a rate of fifty percent (50%) of the unit member's regular salary.  
33 A unit member shall become eligible for such fifty percent (50%) sick leave on the  
34 sixth (6th) consecutive workday of an illness. Once eligible, the unit member shall  
35 receive fifty percent (50%) sick leave pay on the first day of the illness that is not



1 covered by one hundred percent (100%) sick leave pay. Any unused portion of  
2 this entitlement shall not be carried over into a new fiscal year.

3 16.7.2 The entitlement to the 100 days of sick leave provided each  
4 year shall commence after exhaustion of all regular sick leave. The unit member  
5 may request that vacation and accumulated compensatory time be scheduled and  
6 taken before the entitlement to other sick leave benefits begin. The unit member  
7 has the right to submit a formal request for the scheduling and usage of vacation  
8 and accumulated compensatory time either before or after the entitlement of other  
9 sick leave benefits. Such request must be made prior to the employee starting the  
10 100 days of other sick leave benefits entitlements.

11 16.7.3 Compensation for holidays, as designated in this Agreement,  
12 occurring during the period that the unit member is absent on the herein described  
13 leave, is to be made at the assigned number of hours the member regularly  
14 worked.

15 16.7.4 When a unit member is entitled to utilize the benefits provided  
16 for by this section and is receiving workers' compensation benefits, the 100-day  
17 allocation shall be prorated by the percentage of wages earned (combination of 50  
18 percent (50%) pay and workers' compensation benefits). In no event can a unit  
19 member utilizing the 100-day allocation in conjunction with workers' compensation  
20 benefits be provided the prorated equivalent of more than 130 days of "Entitlement  
21 to Other Sick Leave."

22 16.8 Jury Duty and Witness Leave:

23 16.8.1 Leave of absence for jury service shall be granted to any unit  
24 members who have been officially summoned to jury duty in local, state or federal  
25 court (excluding Grand Jury Service). Leave shall be granted for the period of the  
26 jury service. The unit member shall receive full pay while on leave provided that  
27 an amount equal to the jury service fee for such leave, excluding transportation  
28 expenses, is paid to the District and the subpoena or court certification is filed with  
29 the District. Request for jury service leave should be made by presenting the  
30 official court summons to jury service to the immediate supervisor immediately  
31 after receipt. If the unit member is called for jury duty during his/her work year,  
32 he/she may attempt to defer the jury duty for a time that poses less inconvenience  
33 to the operation of the District.

34 16.8.2 A leave of absence or release time to serve as a witness in a  
35 court case or a District disciplinary hearing shall be granted to a unit member when  
36 he/she has been served with a subpoena to appear as a witness not as a litigant

1 in the case. The length of the leave granted shall be for the number of days in  
2 attendance in court or District disciplinary hearing as certified by the clerk or other  
3 authorized officer of the court. The unit member shall receive full pay during the  
4 leave period, provided that an amount equal to the witness fees for such leave, if  
5 any, excluding transportation expenses, is paid to the District and a subpoena or  
6 court certification is filed with the District. Request for a leave of absence to serve  
7 as a witness should be made by presenting the official court/disciplinary hearing  
8 summons to the immediate supervisor immediately after receipt.

9           16.8.3           The unit member who has received leave under this rule shall  
10 make himself/herself available for work during hours when his/her presence is not  
11 required in court or at the District disciplinary hearing. However, no bargaining unit  
12 member shall be required to spend more than his/her assigned hours for the  
13 combined service including transportation time.

14           16.9           Absence for Examination: Every unit member shall be  
15 permitted to be absent from his/her duties during working hours in order to take  
16 any examination for promotion within the District without deduction of pay or other  
17 penalty, provided that he/she gives two (2) days' notice to his/her immediate  
18 supervisor. Release time extended under this section shall be limited to the  
19 duration of the examination and travel to and from the examination site.

20           16.10           Military Leave: Unit members who are members of the Armed  
21 Forces of the United States or the National Guard, or who are inducted, enlisted,  
22 or are otherwise ordered to active duty, shall be granted such leave and military  
23 leave pay as provided by law. The unit members shall retain all rights and  
24 privileges granted by law. Length of service credit shall include time spent on  
25 military leave of absence. No unit member shall be discriminated against for the  
26 use of his/her Military Leave, and shall maintain all rights under the current  
27 Agreement. Unit members shall provide a copy of his or her order to report at least  
28 five (5) work days prior to the beginning of his or her leave, absent exceptional  
29 circumstances.

30           16.11           Leave to Serve in Exempt, Temporary or Limited-Term  
31 Position: Any permanent unit member who accepts an assignment within the  
32 District to an exempt, temporary or limited term position shall, during such  
33 assignment, be considered for status purposes as serving in his/her regular  
34 position, and such assignment shall not be considered separation from service.

35           16.11.1           The unit member may, with the approval of the appointing  
36 authority voluntarily return to his/her position or a position in the class of his/her

1 permanent status prior to the completion of service in an exempt, temporary, or  
2 limited-term position. Failure to complete the required service, unless approved  
3 as specified herein, will constitute abandonment of position, and may be grounds  
4 for disciplinary action by the appointing authority.

5 **16.12**            Leave for Official Business: Attendance at meetings,  
6 conferences, etc., that is designated as official business does not constitute an  
7 absence. Official business includes, but is not limited to, attendance at  
8 professional meetings, planning sessions, visiting other school districts, etc.

9            **16.12.1**        Authorization for official business attendance must be on a  
10 prior-approval basis, and approval must be obtained from the unit member's  
11 immediate supervisor.

12 **16.13**            Leave(s) of Absence Without Pay: Leave(s) of absence  
13 without pay may be granted to a permanent unit member, upon the written request  
14 of the member, and the approval of the Superintendent or his/her designee, subject  
15 to the following restrictions:

16            **16.13.1**        Leave(s) of absence without pay may be granted for any  
17 period not exceeding one year, except that leave(s) for military service shall be  
18 granted as provided by the Education Code and the Military and Veterans Code,  
19 and leave(s) of absence for service in the Peace Corps may be granted for a period  
20 not to exceed twenty-four (24) months.

21            **16.13.2**        Granting of a leave of absence without pay gives to the unit  
22 member the right to return to a vacant position in his/her same classification, at the  
23 same number of hours, at the expiration of the leave of absence, provided that  
24 he/she is physically and legally capable of performing the duties. In the event a  
25 vacant position does not exist in that classification, the unit member shall have the  
26 right to displace the least senior unit member with an equivalent assignment in that  
27 classification.

28            **16.13.3**        A unit member may make a written request to the Board to  
29 return to work prior to the expiration date of the leave. The Board may approve or  
30 reject the request.

31            **16.13.4**        Failure to report for duty within one (1) working day after a  
32 leave has expired shall be considered abandonment of the position, and the unit  
33 member may be terminated by the Board. The termination may be appealed to  
34 the Personnel Commission.

1           16.13.5       If the unit member's classification has been abolished during  
2 his/her absence, he/she shall be laid off for lack of work and placed on the  
3 reemployment list for the class effective the date of termination of the leave.  
4 He/she may be returned to a vacant position in a class at the same or a lower  
5 salary level for which he/she is qualified.

6           16.14               Additional Paid Leaves of Short Duration:

7           16.14.1       Paid leaves of five (5) days or less, per request, for legitimate  
8 purposes other than those already covered by this Article, may be granted by the  
9 Superintendent/designee or Assistant Superintendent of Human Resources upon  
10 request. Legitimate purposes may include, but are not limited to, personal  
11 reasons, illness or accident in family. The unit member shall seek prior approval  
12 of such leave.

13          16.14.2       Factors to be considered in granting a leave request and for  
14 determining the appropriate length of the leave include, but shall not be limited to  
15 length of service with the District; work performance; attendance record; length of  
16 request; reason(s) for the leave; and availability of other leave(s).

17          16.15               Additional Paid Leave(s) for More Than Five (5) Days:

18          16.15.1       Paid leaves for more than five (5) days for legitimate  
19 purposes, other than those already covered by this Article, may be granted by the  
20 Board, upon request. Legitimate purposes may include, but are not limited to,  
21 retraining and study leave(s), extended illness or injury.

22          16.15.2       Factors to be considered in granting a leave request and for  
23 determining the appropriate length of the leave include, but shall not be limited to  
24 length of service with the District; work performance; attendance record; length of  
25 request; reason(s) for the leave; and availability of other leave(s).

26 //

27          16.16               Family Care and Medical Leave:

28          16.16.1       Leaves: Eligible unit members may take leaves under this  
29 section for the birth, adoption, or foster care of a child, the serious health condition  
30 of the unit member's child, parent or spouse/state registered domestic partner and  
31 the unit member's own serious health condition except for disability caused by  
32 pregnancy, childbirth or related medical conditions.

33          16.16.2       Eligibility: Eligible unit members are entitled to up to a total of  
34 twelve workweeks of unpaid leave over any twelve-month period for family care  
35 and medical leave providing they have more than twelve months of service and at

1 least one thousand two hundred fifty (1,250) hours of service in the previous  
2 twelve-month period.

3           16.16.3       Reinstatement Rights: A unit member whose request for  
4 leave has been granted shall be guaranteed reinstatement to the same position or  
5 comparable position if their previous one has been eliminated upon termination of  
6 the leave.

7           16.16.4       Continuation of Health Benefits: The District will maintain and  
8 pay the current monthly contributions for eligible unit members toward the payment  
9 of premiums for group health benefits throughout the period of family care and  
10 medical leaves. Unit members shall be entitled to participate in other benefit plans  
11 not provided by the District pursuant to this paragraph to the same extent and  
12 under the same conditions that apply to an unpaid leave taken for any purpose  
13 other than that described in Section 16.16.2.

14           16.16.5       Coordination of Benefits: Unit members will be required to  
15 use all accrued paid vacation, other accrued time off, and any other paid or unpaid  
16 time off provided for under this Agreement such as personal leave, one hundred  
17 (100) working days at fifty percent (50%) pay, and family care and medical leave  
18 concurrently with leaves taken for the birth or placement of a child or to care for an  
19 ill family member. Leave for which the unit member is eligible under Government  
20 Code Section 12945 shall not count against, but shall be in addition to, family care  
21 and medical leaves. However, a unit member may not be required to use sick  
22 leave during a period of leave in connection with the birth, adoption, or foster care  
23 of a child, or to care for a child, parent spouse, or state registered domestic partner  
24 with a serious health condition, unless mutually agreed to by the unit member and  
25 the District. Unit members who take leaves for their own serious health condition  
26 will be required to use accrued sick leave in addition to accrued paid vacation, and  
27 all other paid or unpaid leaves provided for in this Agreement.

28           16.16.6       Unit Member Status: A leave for family care and medical  
29 leave shall not constitute a break in service for purpose of longevity, seniority or  
30 any employee benefit plan.

31           16.16.7       Reasonable Notice: If a leave is foreseeable, the unit member  
32 shall provide the District with reasonable advance notice of the need for the leave  
33 and make reasonable efforts to schedule planned medical treatment to avoid  
34 disruption to the operations of the District.

35           16.16.8       Medical Certification: The District may require a unit  
36 member's request for leave to care for a child, spouse, state registered domestic

1 partner or a parent who has a serious health condition to be supported by a  
2 certification issued by the health care provider. Certification is sufficient if it states  
3 (1) the date the serious health condition commenced; (2) the probable duration;  
4 (3) that the unit member is needed to provide such care, or that the unit member  
5 is unable to perform his/her job due to the serious health condition. A second  
6 opinion may be required by the District and at District expense for the unit  
7 member's serious health condition. If the two opinions conflict, a third and binding  
8 examination may be required by a mutually agreed on health provider at the  
9 District's expense. As a condition of a unit member's return from leave taken  
10 because of his/her own serious health condition, the District may require the unit  
11 member to obtain certification from his/her health care provider that the unit  
12 member is able to resume work.

13 **16.17**                    Catastrophic Sick Leave:

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

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

25 Due to the subjective nature of diagnosis for stress and other psychological  
26 illnesses, such illnesses shall not qualify for catastrophic leave unless they involve  
27 extended hospitalization. The intent of the Catastrophic Leave Bank is to provide  
28 Oxnard School District employees (Management, Confidential, OSSA, and CSEA)  
29 economic relief for devastating personal health circumstances.

30 Catastrophic Leave may not be used for:

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

1 The groups agree to create a Catastrophic Leave Bank effective September of  
2 2019. The Catastrophic Leave Bank shall be funded in accordance with the terms  
3 below.

4 For the purpose of this section, a "day" shall be any day an eligible permanent  
5 employee is expected to be on duty.

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

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

9 //

10 **Eligibility and Contributions:**

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

16 Open enrollment shall commence on July 1 and close on September 30 in each  
17 year for establishing and then sustaining the Catastrophic Leave Bank. A second  
18 enrollment period shall commence on February 1st and close on February 28<sup>th</sup> for  
19 any unit member who wishes to participate.

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

26 The initial donation shall be one day per participant. When the Committee  
27 determines a need, new donation forms will be distributed to all eligible permanent  
28 employees to rebuild the bank. Eligible permanent employees shall be considered  
29 active in the Bank as long as they have donated at least one day in any school  
30 year when donations are solicited. If the bank falls below 61 days, a second  
31 collection shall be asked of all unit members. If a unit member donated at the  
32 beginning of the year, and is now unable to donate, a unit member shall still be  
33 considered an active participant for the remainder of the year. If a participating  
34 unit member has more than 10 sick days, the unit member shall be required to  
35 donate a second day in order to replenish and sustain the Catastrophic Leave

1 Bank. If a participating member has less than 10 sick days and does not voluntarily  
2 donate a day, they will be required to donate at the beginning of the next year in  
3 order to continue participation in the Bank. If it is a year requiring a donation, the  
4 member will be required to donate two days to remain active. If no donations are  
5 solicited, then a member will stay active unless they choose to cancel. Donated  
6 days will not be returned upon cancellation and the participant will not be eligible  
7 to receive a donation of days after submitting a cancellation. Unused days shall  
8 carry-over and remain in the Bank from year to year. If the number of days in the  
9 Bank at the beginning of the school year exceeds 400 days, no contribution shall  
10 be required. Participants or their representative may request a draw from the bank  
11 only after all paid leaves including differential/half pay no more than 5 months for  
12 OSSA members (100 days for CSEA) have been exhausted. If the participant is  
13 also entitled to FMLA (Family Medical Leave Act), the twelve work weeks within a  
14 twelve-month period shall run concurrently with the use of Catastrophic Leave.  
15 Eligible permanent employees may request up to 60 days of leave from the Bank.  
16 Requests will be addressed by the Committee within 10 working days. Requests  
17 for additional days from the Bank may be requested and will be granted at the  
18 discretion of the Catastrophic Leave Committee. If any Catastrophic Leave Bank  
19 days are granted by the Committee to an applicant for a specific and qualified  
20 reason are not needed or used, the days shall be returned to the Bank. If the  
21 request is approved or denied, the bargaining unit member making the request  
22 shall be notified in writing of the decision. This decision shall be final and not  
23 subject to the grievance process of the agreement. Catastrophic Leave will require  
24 a medical verification to substantiate the illness or injury.

25 16.18 Pursuant to California Family Code Section 297, all  
26 references to “spouse” in Article 16 shall be applied to include “state registered  
27 domestic partner.” Wherever ‘spouse’ is mentioned within the Leave Article, it will  
28 be changed to read, “spouse/state registered domestic partner.”

29 16.19 Emergency Leave: Natural Disasters – In the event an  
30 employee is unable to reach work from home because of conditions resulting from  
31 a natural disaster, i.e. flooding, landslides, earthquake, fire, the Board of Education  
32 shall grant an emergency leave of absence to the affected unit members. This  
33 leave shall be granted without loss of pay and shall not be charged against the  
34 employee’s Personal Necessity Leave or other paid leaves.



1 16.20 Unpaid leaves (except for FMLA/CFRA) of more than thirty  
2 (30) days shall adjust the hire date of the unit member by the same number of  
3 unpaid days.

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**ARTICLE 17: TRANSFERS**

17.1 The District shall make all initial assignments. Such assignments shall be within the classification for which the unit member was hired.

17.2 No transfer shall be initiated or selections made for arbitrary or capricious reasons.

17.3 The District shall post at each work location known vacancies. Such vacancies shall be posted for not less than five (5) working days. For purposes of this provision, a vacancy shall occur when a new position is created, or an existing position becomes vacant, as a result of retirement, resignation, transfer, promotion or termination. A vacancy shall also occur if there is an increase in the number of hours per day or year.

17.3.1 A vacancy shall also occur if there is a change in the number of hours per day that results in a gain or loss of health and welfare benefits (i.e. health, dental, vision, and life insurance) as defined in Article 13 Health and Welfare Benefits.

17.3.2 Differentials or stipends shall only be added to or deleted from positions when the position is vacant, unless such addition or deletion is brought to the monthly Labor Management meeting.

17.4 A transfer shall mean the reassignment of a unit member without examination from one position to another in the class currently held or, if no reemployment list exists for the class, related class with the same salary range. A list designating families of classifications shall be maintained by the Personnel Commission. The Director of Classified Human Resources, as designated by the Personnel Commission, shall determine the relatedness of classifications in consultation with the affected unit member and a CSEA representative. Such meeting shall occur within 2 working days.

17.5 Voluntary Transfers:

17.5.1 A bargaining unit member may request a transfer to a vacant position by submitting a request to the Human Resources within the five (5) day posting period. Consideration will be given to all requests for transfer per 17.4 which have been properly submitted on the District form.

17.5.2 If one or more regular unit members apply for transfer during the posting period, no transfer applications will be accepted after the closing date. Sections 17.5 and 17.5.4 will apply.

1           17.5.3    If no regular unit members apply for transfer during the post-  
2           ing period, but a written transfer request from a regular unit member is received in  
3           the Human Resources Office after the close of the posting period and before the  
4           final selection process has begun, the unit member will be considered for the  
5           position along with three ranks from the eligibility list. Sections 17.5 and 17.5.4 will  
6           not apply.

7           17.5.4    The following factors shall be considered in evaluating  
8           applicants. These are not used in order of priority: (a) Job related education and  
9           training experience; (b) Work experience in the same or related field; (c) Specific  
10          needs of the District for the position; and (d) Work related technical skills. When  
11          the hiring supervisor finds two (2) or more unit members qualified and substantially  
12          equal in qualifications and makes the recommendation to the Human Resources  
13          Office, the unit member with the greater seniority shall fill the position. In the event  
14          the most senior unit member is not selected for the transfer, the Director of  
15          Classified Human Resources shall notify CSEA in writing as to the selection  
16          rationale.

17          17.5.5    A unit member who has received marks of “Does Not Meet  
18          District Standards” or “Needs Improvement” on his/her last evaluation conducted  
19          in their current classification shall not be eligible for transfer. Any evaluations  
20          conducted under Article 18: Promotion shall not apply to this article section. This  
21          criteria can be waived by the Assistant Superintendent, Human Resources. If the  
22          Assistant Superintendent, Human Resources elects to waive this provision and the  
23          unit member is not selected, the decision may not be grieved. A unit member may  
24          request an updated evaluation if his/her last evaluation was not within the last sixty  
25          (60) working days.

26          17.5.6    The unit member's assigned hours shall not affect his/her  
27          eligibility for the vacant position.

28          17.5.7    For purposes of this Article, seniority shall be determined by  
29          the unit member's hire date in a permanent position. When two or more unit  
30          members have the same hire date, then the determining factor shall be total District  
31          seniority hours.

32          17.5.8    When only one (1) member applies for the posted vacancy,  
33          the appointing authority may also interview the first two available ranks, first from  
34          an applicable promotional list (when available). Once the promotional list is  
35          exhausted, the appointing authority may interview applicants from an appropriate  
36          open eligibility list

Involuntary Transfers:

**ARTICLE 17: Transfers**

1           17.6.1       Transfer of bargaining unit members from one location to  
2 another may be initiated by the District. A conference will be held between the  
3 appropriate management person and the unit member being transferred in order  
4 to discuss the reasons for transfer at least three (3) days in advance of the effective  
5 date of the transfer. The unit member shall have the right to representation at this  
6 conference, and the chapter president shall be consulted prior to the effective date  
7 of the reassignment.

8           17.6.2       In multi-involuntary transfers, the most senior unit member by  
9 anniversary date shall have choice of positions. All remaining positions shall be  
10 filled in accordance with seniority as determined by anniversary date.

11       17.7               A probationary unit member may request transfer and transfer  
12 may occur at the discretion of the Assistant Superintendent, Human Resources.

13       17.8               In carrying out the intent of this section, if a unit member has  
14 experienced a break in service, that unit member's "hire date" shall be adjusted to  
15 account for the break in service unless the unit member was reinstated within 39-  
16 months of their separation from the District.

17       17.9               Voluntary Demotion: A permanent unit member may request  
18 a voluntary demotion from his/her current class to a classification for which he/she  
19 qualifies with a lower maximum salary rate if no reemployment list exists for the  
20 class. The unit member shall be considered as a transfer candidate.

21       17.10              Each special education Instructional Assistant/Paraeducator  
22 whose assigned teacher is moved due to the transfer of the special education  
23 program location may move with that teacher provided:

24                       (a)     The teacher, Instructional Assistant/Paraeducator, and  
25 accepting principal all agree to the movement.

26                       (b)     The class to which the teacher moves has a vacancy  
27 for an Instructional Assistant/Paraeducator (vacancy to be defined as a situation  
28 where there are fewer Instructional Assistant/Paraeducators assigned to a school  
29 than there are available Instructional Assistant/Paraeducator positions).

30                       (c)     There shall be a suspension of the transfer provisions  
31 of the contract when the above occurs.

32       17.11              Six Hour Instructional Positions: Six hour instructional  
33 assistant positions shall be filled in accordance with the process described in the  
34 Letter of Understanding Regarding Instructional Assistant Hourly Assignment

1 changes dated December 1, 1993 attached hereto as Appendix G, and  
2 attachment, and incorporated herein by reference as fully set forth.

3 17.12 Transfer Limitation

4 17.12.1 Unit members will be permitted to transfer into a like position  
5 (same classification, same number of hours, same number of work days per year)  
6 two times within any twelve (12) month period. A unit member’s ability to transfer  
7 shall not be affected by an involuntary of temporary transfers.

8 17.12.2 More than one transfer will be permitted in a twelve month  
9 period if the transfer results in an increase in hours per day, an increase in work  
10 year days, or is a non-promotional change in classification for the employee.

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**ARTICLE 18: PROMOTION**

18.1 Job vacancies, not filled by transfer, within the bargaining unit shall be filled by promotion, except when it is determined that there may not be a sufficient number of applicants available to complete a promotional list.

**18.2 Posting of Notices:**

18.2.1 Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each District work site and on the District web site.

18.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time members of the unit may file for the vacancy.

18.2.3 Any bargaining unit member who will be on modified work year, any leave of absence, or layoff during the period of the posting, shall be emailed a copy of the notice unless the unit member requests a hard copy be sent by "First Class" mail on the date the position is posted, provided that the unit member has a job interest request on file in the Human Resources office.

18.3 Notice Contents: The job vacancy notice shall include the job title, a brief description of the position, the salary range, and the deadline for filing to fill the vacancy. When known, the notice shall include number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position.

18.4 Filing: Any unit member may file for a vacancy by completing and returning an appropriate application form to the personnel department within the filing period.

18.5 Salary Placement: In determining appropriate salary placement for unit members upon promotion, step placement shall be limited to Steps A through E of the new salary range. Upon promotion to a class allocated to a higher salary range, the unit member will be placed on the first step of the new range which affords the unit member with at least a five percent (5%) increase in salary, not to exceed the top step of that salary range. Upon successful completion of a 130 work day period of probation, the unit member will be advanced another step (5% increase) on the salary schedule if not initially placed on the top step.

18.5.1 However, upon written request (appeal), by a unit member the Personnel Commission may approve a higher salary placement based upon circumstances which would otherwise deprive the unit member of the benefits of

1 an appropriate salary increase. A unit member who is receiving a super-maximum  
 2 (longevity increment) at the time of promotion shall have such increment added to  
 3 the new salary, regardless of step placement.

4 18.6 When a permanent unit member is promoted and does not  
 5 successfully complete a 130-work day probationary period in the new  
 6 classification, the unit member shall have the right to be placed back in the former  
 7 classification in a vacant equivalent position. If a vacant position does not exist,  
 8 the unit member shall displace the least senior unit member in the classification  
 9 from which the unit member was promoted with the same number of hours per  
 10 day, months per year and differential. Any evaluations conducted under this article  
 11 wherein a unit member has received a "Needs to Improve/Does Not Meet District  
 12 Standards" shall not be used to evaluate the unit member in the classification they  
 13 previously held.

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**ARTICLE 19: CLASSIFICATION/RECLASSIFICATION AND REINSTATEMENT**

19.1 Placement in Classification: Every bargaining unit position shall be placed in a classification.

19.1.1 Salary Placement of Reclassified Positions, New Positions or Classes of Positions: Initial placement on the salary schedule shall be made by the Personnel Commission, and said placement is then subject to negotiations upon demand by either party.

19.2 Reclassification: Either party may propose a reclassification at any time during the life of this Agreement for any position. Forms for this process are available in the Human Resources Department and on the District's website. For purposes of this article a 'Day' shall be defined as a day that the District Office is open for business.

19.2.1 Employee initiated requests for reclassification shall be submitted to the immediate supervisor. Upon receipt of the request, the immediate supervisor shall comment on the request form and forward the form to the Director of Classified Human Resources within ten (10) business days.

19.2.2 The Director of Classified Human Resources shall process the request (i.e., Desk Audit, Market Study, etc., as needed) within forty (40) business days. This time period can be extended with the agreement of both parties.

19.2.3 The Director of Classified Human Resources shall forward the recommendation to the Superintendent or designee for his or her review. The Superintendent or designee shall respond to the Director of Classified Human Resources within twenty (20) days.

19.2.4 Following the review by the Superintendent or designee, the Director of Classified Human Resources shall report his/her findings, which shall include the Superintendent's or Designee's recommendation, to the employee, CSEA Chapter President, and Superintendent/designee within seventy (70) business days from the receipt of the initial request. This report shall be provided at least fifteen (15) days prior to the submission to the Personnel Commission. The fifteen (15) day time period may be waived by agreement of both parties.

19.2.4.1 The unit member shall have the right to appeal to the Personnel Commission if the request for reclassification has been denied.

19.2.5 The Personnel Commission will review the request at its next regularly scheduled meeting and initial placement on the salary schedule will be



1 made. Said placement is then subject to negotiations upon demand by either  
2 party. If negotiations are demanded by either party, said negotiations shall be  
3 scheduled upon agreement by the parties.

4 19.2.6 Reclassification of a position shall become effective on the  
5 date prescribed by the Commission and shall not have retroactive effect. Effective  
6 dates may be set sufficiently in the future to allow time for examinations to be  
7 complete, but not for more than three (3) months. (EC 45285)

8 19.3 Incumbent Rights/Reclassification:

9 19.3.1 When all of the positions in a class are reclassified to a higher  
10 class, the incumbents of the positions who have been in the class for two (2) or  
11 more years may be reclassified with their positions by the Personnel Commission.  
12 When a portion of the positions within a class are reclassified to a higher class, an  
13 incumbent, who has a continuous employment record of two (2) or more years in  
14 one or more of the positions being reclassified, may be reclassified with his/her  
15 position as provided by Personnel Commission rule.

16 19.3.2 In any reclassification that results in the displacement of a unit  
17 member, the incumbent unit member shall be entitled to transfer into any vacant  
18 position of equal time in the class. If a vacant permanent position of equal time is  
19 not available, the incumbent unit member may bump the least senior person in the  
20 class with the same number of hours, or if none, with the next existing greater  
21 number of hours, or if none, the least senior unit member with the next existing  
22 fewer number of hours in the class.

23 19.3.3 The basis for reclassification of the position must be a gradual  
24 accretion of duties and not a sudden change occasioned by the reorganization or  
25 the assignment of completely new duties and responsibilities. Determinations as  
26 to gradual accretion will be on the basis of guidelines provided by the Personnel  
27 Commission rules.

28 19.4 Reclassification Limitation: A unit member who has been  
29 reclassified with his/her position shall be ineligible for subsequent reclassification  
30 with his/her position for a period of at least two (2) years from the initial action.

31 19.5 Reinstatement of Unit Members After Resignation: Any  
32 permanent classified employee of a school district who voluntarily resigns from  
33 his/her permanent classified position may be reinstated or reemployed by the  
34 governing board of the district, within 39 months of his/her last day of paid service  
35 and without further competitive examination, to a position in his/her former

1 classification as a permanent or limited-term employee, or as a permanent or  
2 limited-term unit member in a related or lower class or a lower class in which the  
3 unit member formerly had permanent status.

4           19.5.1           If the governing board elects to reinstate or reemploy a person  
5 as a permanent unit member under the provisions of this section, it shall disregard  
6 the break in service of the unit member and restore to the unit member all of the  
7 rights, benefits and burdens of a permanent unit member in the class to which  
8 he/she is reinstated or reemployed.

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**ARTICLE 20: LAYOFF, REEMPLOYMENT, AND THE EFFECTS**

20.1 Layoffs: The district shall only implement a layoff in accordance with the definitions, notice requirements, and employee rights provided for under the California Education Code.

20.1.1 Definitions: *Layoff*, as used herein, shall refer to reductions in assigned time or work year, and to separations due to (a) reclassification of positions, (b) elimination of position(s), class(s), and (c) reorganization of services.

20.1.2 Definitions: *Length of service* shall mean a unit member's hire date into a permanent position with the affected classification including equal or higher classes; with the exception of the entitlement of "other sick leave," which shall be credit at full service. Length of service credit shall include time spent on military leave of absence.

20.1.3 If an employee holds more than one position, refer to Article 8.13 and subsections for further information.

20.2 Reason(s) for Layoff: Layoff shall occur for lack of work or lack of funds.

20.3 Notice of Layoff: No later than March 15, and before a classified employee is given notice by the Governing Board that the employee's services will not be required for the ensuing year due to lack of work or lack of funds, the Governing Board and the employee must be given written notice by the Superintendent that it has been recommended that the notice be given to the employee and stating the reasons that the employee's services will not be required for the ensuing year. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the unit member designated for layoff, bumping rights, reemployment rights, the employee's right to request a hearing to determine if there is cause for not reemploying the employee for the ensuing year, and a notice concerning unemployment benefits. CSEA shall receive notice of the layoff by way of a list of unit member names affected by the layoff, as well as a copy of the actual notice sent no later than March 15. The District shall meet with CSEA and provide a proposed list of classifications and positions that are being considered for abolishment, layoff, or reduction in hours as soon as reasonable possible to provide an opportunity for CSEA to review. Prior to a reduction in hours or work year, the District shall notify CSEA by telephone and writing. At the written request of CSEA, the parties shall meet to negotiate alternatives to the District's decision(s) to reduce hours or work year period.

1 20.4 Consultation: Following notice of layoff as provided herein  
2 above, the District and CSEA within five (5) working days shall agree to meet to  
3 review the layoff and to determine the order of the layoff in accordance with the  
4 provisions of the Agreement.

5 20.4.1 The District shall supply the Association with a seniority list, a  
6 layoff list, and a statement of the bumping rights of the unit members on the list.

7 20.4.2 The District agrees to consult concerning the redistribution of  
8 the work load resulting from those unit members affected by the decision to layoff.

9 20.4.3 The District agrees that unit members remaining in the  
10 classification affected by a layoff shall not be required to provide the same level of  
11 services performed by a larger compliment of unit members. The District further  
12 acknowledges that the unit member's employment status shall not be adversely  
13 affected as a result of this condition.

14 20.5 Order of Layoff: The unit member who has the least seniority  
15 in the class, including equal or higher classes, shall be laid off first. Whenever a  
16 unit member is laid off, the order of layoff within the class shall be determined by  
17 length of service.

18 20.6 Equal Seniority: Where two or more unit members subject to  
19 layoff have equal seniority, as computed in the manner described above, the  
20 determining factor shall be total district seniority based on initial hire date into any  
21 permanent position within the district.

22 20.6.1 When two or more unit members subject to layoff have equal  
23 seniority computed in the manner described above, the layoff shall be by lot.

24 20.7 Voluntary Demotions: Unit members who wish to take a  
25 voluntary demotion in lieu of layoff to a position within a class not previously held  
26 may request a transfer to a vacant position for which they qualify.

27 20.8 Bumping Rights:

28 20.8.1 A unit member laid off from his/her present class shall in lieu  
29 of lay off, fill a vacant position in the same class with the same number of hours  
30 per day and months per year. If there is no such vacancy in the same class, the  
31 unit member laid off from his/her present class may bump into a position in the  
32 same class if he/she has more seniority than another in the same class. If the unit  
33 member is allowed to bump into a position in the same class, the unit member's  
34 placement shall be determined by the exercise of his/her bumping rights as  
35 described below in sequential order.

1 (a) The least senior unit member with the same number of  
2 hours per day and months per year.

3 (b) The least senior unit member with the next existing greater  
4 number of hours per day and months per year, within the parameters created in  
5 Article 20.8.7.

6 (c) The least senior unit member with the next existing fewer  
7 number of hours per day and months per year.

8 20.8.2 A unit member laid off from his/her present class may bump  
9 into a position in the same class if he/she holds more seniority than another unit  
10 member in the same class. The unit member's placement shall be determined by  
11 the exercise of his/her bumping as described below:

12 (a) The least senior unit member with the same number of  
13 days per year.

14 (b) The least senior unit member with the next existing greater  
15 number of days per year.

16 (c) The least senior unit member with the next existing fewer  
17 number of days per year.

18 (d) The unit member shall be placed on the first position for  
19 which he/she qualifies by following the options described above in sequential  
20 order.

21 20.8.3 If no such positions exist, the unit member may, in lieu of  
22 layoff, bump into the next lowest class in which he/she has previously served and  
23 has greater seniority.

24 20.8.4 Vacancies generated from custodial, clerical and food service  
25 formula changes; from the annual reorganization of classes resulting in the  
26 abolishment and/or establishment of Instructional Assistant/Paraeducator  
27 positions; and from all other site/department reorganizations resulting in  
28 involuntary changes in unit member status, i.e. reductions in assigned hours per  
29 day or year, location, or elimination of position, shall be administered in  
30 accordance with the Layoff Provision, Article 20.

31 20.8.5 Vacancies created as a result of such changes or vacancies  
32 existing at the time of such changes will not be posted for transfer; instead,  
33 bumping rights of affected unit members will prevail. Therefore, unit members not  
34 affected by such changes will not have transfer rights. When more than one  
35 position with the same hours per day/year is created, the most senior unit member

1 affected by the changes who has a right to bump into such a position will be offered  
2 the choice of positions. (Example: if five custodians were displaced as a result of  
3 custodial formula changes and five new positions were created, the most senior of  
4 the five would be given first choice of the available positions, the second most  
5 senior the second choice, etc., until all positions have been filled).

6 20.8.6 Vacancies generated by voluntary movement of unit members  
7 and by the creation of new positions not affecting the status of a unit member will  
8 be posted for transfer and will be administered in accordance with Article 17 of this  
9 contract.

10 20.8.7 If, in the bumping process, the only position available to a less  
11 senior unit member is a position of greater hours (daily or annually), then the  
12 bumping process shall be negotiated.

13 20.9 Order of Reemployment: Reemployment shall be in the  
14 reverse order of layoff.

15 20.10 Replacement: No volunteers or limited term unit members  
16 shall be used to perform any functions of the positions affected by the decision to  
17 lay off. This shall not affect the use of extra help where such assignments cannot  
18 practicably be performed by current staff. However, the District will meet and  
19 negotiate with CSEA over any limited term assignments which exceed forty (40)  
20 hours in a two month period (except limited term assignments brought about  
21 because of the absence of a unit member.) The District shall monitor the use of  
22 extra help utilized under this section for a period of thirty-nine (39) months,  
23 beginning on the day the layoff becomes effective.

24 20.11 Filling Vacancies: When there has been a layoff, and a layoff  
25 reemployment list exists, vacancies within the class or classes from which the  
26 layoffs occurred shall be filled in the following order:

- 27 (a) Transfers within class;  
28 (b) Layoff reemployment list;  
29 (c) Transfer from a related class with the same salary range  
30 or voluntary demotion from a related class with the same salary range or voluntary  
31 demotion from a related class through the transfer process;  
32 (d) Promotion; and  
33 (e) Open examination.

1           20.11.1       It is the intent of the parties that unit members shall not have  
2 their work year increased in a manner that circumvents this Article. It is  
3 understood, however, that legitimate overtime and/or emergency needs may be  
4 met without regard to 20.11 above.

5           20.12           Reemployment Rights: Reemployment rights will be handled  
6 according to Education Code 45298.

7           20.13           Notification of Reemployment: A unit member who is laid off  
8 and is subsequently eligible for reemployment shall be notified by telephone and  
9 in writing by the District.

10          20.14           Unit member Notification to the District: A unit member shall  
11 notify the District by telephone or in writing of his/her intent to accept or refuse  
12 employment within five (5) working days following receipt of the reemployment  
13 notice. Failure by the unit member to tender the notice to the District within five (5)  
14 days, as provided for herein, shall be deemed a refusal of the employment by said  
15 unit member. The laid-off unit member may decline two (2) offers of equal  
16 employment before being placed at the bottom of the list. If a unit member on a  
17 reemployment list refuses a third offer of employment, no additional offers will be  
18 made, and the unit member shall be considered to have voluntarily resigned.

19          20.15           Work as Substitute: Unit members who are laid off shall be  
20 permitted to serve in classifications from which they were laid off as substitutes in  
21 the absence of a qualified incumbent, provided the laid-off unit member notifies the  
22 District of his/her desire to be placed on a substitute list. Eligibility for substitute  
23 service as provided herein shall be limited to unit members whose last evaluation  
24 prior to layoff was at least "meets district standards."

25          20.16           Improper Layoff: Any unit member who has been improperly  
26 laid off, as determined by the District, shall be reemployed upon such  
27 determination of the error and shall be reimbursed for all loss of salary and benefits  
28 retroactive to the first day of loss of pay due to the error of the District.

29          20.17           Health and Welfare Benefits:

30            20.17.1       Continuation After Layoff: The District shall continue the  
31 health benefit package existing on the effective date of layoff for the remainder of  
32 the month in which layoff occurs, plus the month following the month in which layoff  
33 occurs.

34            20.17.2       Continuation After Reduction in Hours: Any unit member  
35 hired after July 1, 1984, with six (6) hours or more who subsequently experiences

1 a reduction in hours in lieu of layoff shall continue his/her benefits for six (6)  
2 months.

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1 **ARTICLE 21: DISCIPLINARY ACTION**

2 21.1 Exclusive Procedure: Discipline shall be imposed upon  
3 bargaining unit members only pursuant to this Article.

4 21.1.1 The unit member may request CSEA representation at any  
5 stage of the disciplinary process. If the unit member is represented or does not  
6 request representation, the District may require a unit member to provide his or  
7 her own account of the events giving rise to the meeting.

8 21.2 Disciplinary Procedure: As a general concept, the District  
9 utilizes progressive discipline consisting of:

10 A. oral warning(s)

11 B. written warning(s)

12 C. letter(s) of reprimand

13 D. Suspension(s)

14 E. Additional disciplinary action, as needed and outlined in 21.2.1

15 The District maintains the right to skip steps of progressive  
16 discipline to address particularly objectionable conduct when necessary or  
17 appropriate.

18 21.2.1 Discipline shall be imposed on permanent members of the  
19 bargaining unit only for just cause as determined by law and/or Personnel  
20 Commission Rules and Regulations. Disciplinary action may include suspension,  
21 involuntary demotion, and dismissal.

22 21.2.2 When documenting an oral warning, the supervisor shall  
23 provide the unit member with written summary of the meeting. The oral warning  
24 summary document shall not be placed in the employee's file, prior to Step C of  
25 the disciplinary procedure.

26 21.2.3 Except in those situations where an immediate action is  
27 justified or the work or conduct is a reoccurring nature, a unit member whose work  
28 or conduct is of such character as to incur discipline shall first be specifically  
29 warned in writing by the supervisor. Such letter of reprimand shall state the  
30 reasons for any disciplinary action and a copy of the letter of reprimand shall be  
31 sent to the CSEA president upon request of the unit member. The supervisor shall  
32 give a reasonable period of advanced warning to permit the unit member to correct  
33 the deficiency without incurring disciplinary action. A unit member who has

1 received such a warning may attach a comment to the letter of reprimand as  
2 provided for under Article 5, Unit member Rights.

3 21.2.4 The District shall not initiate any disciplinary action for any  
4 cause alleged to have arisen more than two years preceding the date that the  
5 District files the notice of disciplinary action.

6 21.2.5 Notice of disciplinary action (i.e. suspension, involuntary  
7 demotion or dismissal) shall be made in writing and served in person or by  
8 registered or certified mail upon the unit member. The notice shall indicate: (1)  
9 the specific charges against the unit member which shall include times, dates, and  
10 location of chargeable actions or omissions when known; (2) the penalty proposed;  
11 and (3) a statement of the unit member's right to dispute the charges or the  
12 proposed penalty.

13 21.2.5.1 A copy of any notice of discipline shall be delivered to the  
14 Association within twenty-four (24) hours after service on the unit member.

15 21.3 Emergency Suspension:

16 21.3.1 CSEA and the District recognize that emergency situations  
17 can occur involving the health and welfare of students and unit members. If the  
18 unit member's presence would lead to a clear and present danger to the lives,  
19 safety, or health of students, or fellow unit members, the District may immediately  
20 suspend. Suspension can be without pay where the unit member has been  
21 charged with an offense described in Education Code Section 45304.

22 21.4 Disciplinary Appeals: An appeal of a suspension, dismissal,  
23 or demotion taken under this Article may be made to the Personnel Commission  
24 pursuant to Personnel Commission Rules and Regulations sections 60.1000.3, or  
25 the unit member and/or CSEA may request that the Personnel Commission  
26 provide a hearing officer in incidences where it is reasonably believed that the  
27 person may not receive an impartial hearing.

28 21.5 Prior to scheduling a disciplinary meeting, the immediate  
29 supervisor or designee shall inform the unit member of the reason for the meeting.

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**ARTICLE 22: GRIEVANCES****22.1 Definitions:**

22.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication, or alleged violation of a specific provision of this Agreement.

22.1.2 A "grievant" may be any member or members of the bargaining unit, including the Association.

22.1.3 A "day" is any day in which the unit member is scheduled to work and the District office is open.

22.1.4 An "Association representative" is a bargaining unit member, designated by the Association and on file with the District, to serve as a "steward," chapter president, or a paid labor relations representative of the California School Employees Association.

22.1.5 For purposes of this section, "Administrator" is defined as the unit member's immediate supervisor, or the District administrator or manager who allegedly committed the action that caused the grievance.

**22.2 Procedure:**

22.2.1 **Informal Level:** Before filing a formal written grievance, the grievant shall attempt to resolve the problem by scheduling an informal conference with the Administrator. The grievant may be accompanied by his/her Association representative at the informal conference with the Administrator. The problem shall be discussed orally, including the nature of the problem, person or persons involved, and remedy sought. If the grievant is not satisfied with the resolution attempted in the informal process, the grievant may proceed to Level One of the formal grievance process.

**22.2.2 Formal Level:**

22.2.2.1 **Level One:** Within thirty (30) days after the occurrence of the act, or omission giving rise to the grievance, or the date when the grievant should reasonably have been aware of the act or occurrence, the grievant must submit his/her grievance in writing on the Level One classified grievance statement, attached as Appendix E, to the Administrator.

22.2.2.1.1 This grievance statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article(s), section(s), and paragraph(s) of this Agreement that is (are) alleged to have been

1 violated, the names of persons who witnessed or have firsthand knowledge of the  
2 grievance, and the remedy sought. The grievance shall be signed by the grievant.

3 22.2.2.1.2 The Administrator or his/her designee shall respond in writing  
4 within ten (10) days after the receipt of the grievance at Level One.

5 22.2.2.1.3 If the grievant is not satisfied with the decision of the  
6 Administrator or if the Administrator has not presented a written response to the  
7 grievance, the grievant may, within ten (10) days of receipt of the Administrator's  
8 response or within ten (10) days after the time period called for in Level One has  
9 passed, request on the grievance form, attached as Appendix E, that the grievance  
10 proceed to Level Two.

11 22.2.2.2 Level Two: The grievant shall submit to the Assistant  
12 Superintendent, Human Resources or his/her designee a copy of the original  
13 grievance form, a copy of the first-level Administrator's response, and grievance  
14 form, Level Two, which includes a written statement of the reason for appeal and  
15 the resolution requested. The Assistant Superintendent, Human Resources, or  
16 his/her designee, shall respond to the grievance in writing within ten (10) days after  
17 the receipt of the grievance at Level Two.

18 22.2.2.3 Level Three: If the grievant is not satisfied with the adjustment  
19 at Level Two, the grievant may submit the grievance form, Level Three, to the  
20 District Superintendent within ten (10) days after the receipt of the response at  
21 Level Two or within ten (10) days after the time period called for in Level Two has  
22 passed. The Superintendent, or his/her designee, will respond in writing within ten  
23 (10) days of receipt of said grievance.

24 22.2.2.4 Level Four: If the grievant is not satisfied with the  
25 adjustment at Level three, the Grievant shall submit a written notice to the  
26 Assistant Superintendent, Human Resources within ten (10) days in order to  
27 proceed to mediation.

28 22.2.2.4.1 Selection of Mediator The mediator shall be secured  
29 from the State Conciliation and Mediation Service. If the parties are unable to  
30 agree on a mediator, each party shall alternately strike a name until only one name  
31 remains. The remaining panel member shall be the mediator. The order of the  
32 striking shall be determined by drawing lots.

33 22.2.2.5 Level Five: If not satisfied with the decision at Level  
34 Four, the grievant may, within fifteen (15) days from the Level Four decision being

1 rendered, submit a request in writing to the Association for an arbitration of the  
2 dispute.

3           22.2.2.6           If the Association approves moving the grievance to  
4 Arbitration, they shall submit a request in writing to the Superintendent for an  
5 arbitration of the dispute.

6           22.2.2.7           The Association and the District shall attempt to agree  
7 upon an arbitrator. If no agreement can be reached, they shall request the State  
8 Conciliation and Mediation Service or the American Arbitration Association to  
9 supply a panel of seven (7) names or arbitrators. Each party shall alternately strike  
10 a name until only one name remains. The remaining panel member shall be the  
11 arbitrator. The order of the striking shall be determined by drawing lots. If a  
12 question of arbitration arises, it will be ruled upon by the arbitrator prior to rendering  
13 a decision in the case. In the event that a case is appealed to an arbitrator on  
14 which he/she has no power to rule, it shall be referred back to the parties without  
15 decision or recommendation on its merits. The arbitrator's decision shall be in  
16 writing and will set forth findings of fact, reasoning and conclusions on the issues  
17 submitted. The parties shall be afforded the opportunity to submit written briefs.  
18 The arbitrator will be without power or authority to make any decision which  
19 requires the commission of an act prohibited by law or which is violated of the  
20 terms of this Agreement. The arbitrator shall consider only those issues which  
21 have been properly carried through all prior stages of the grievance procedure.  
22 The arbitrator shall have no power to add to, subtract from, alter, amend or modify  
23 the terms of this Agreement. The decision of the Arbitrator shall be final and  
24 binding on all parties. Costs for the services of the arbitrator, limited to per diem  
25 expenses, travel and subsistence expenses and the costs of a hearing room, will  
26 be borne equally by the District and the Association. Other costs will be borne by  
27 the party incurring them.

28           22.3           Grievance Meeting: The Administrator, the Assistant  
29 Superintendent of Human Resources and/or District Superintendent, or  
30 designated management member, may schedule such meetings with the grievant  
31 and any identified Association representative as deemed appropriate to discuss  
32 the grievance and attempt resolution at Levels One, Two, and Three. The grievant  
33 shall be given forty-eight (48) hours advance notice of any grievance meeting  
34 unless a shorter notice is mutually agreeable. When such meetings occur during  
35 the grievant's/Association representative's scheduled working hours, he/she shall  
36 be released without loss of pay to attend the meeting. The grievant shall be

1 permitted to be accompanied by an Association representative at the scheduled  
 2 meeting. If the Association representative is an employee of the District, such  
 3 representative shall be released without loss of pay to attend the scheduled  
 4 meeting. The grievant shall be present at all grievance meetings. Absence of the  
 5 grievant at a meeting shall constitute a waiver of the grievant’s right to further  
 6 processing of the grievance. In instances of emergency or illness, the grievant  
 7 shall have the right to have the meeting rescheduled.

8 **22.4** Grievance Witnesses: In the event that the Board of Trustees  
 9 or grievant schedules a hearing for the purpose of resolving a grievance, the Board  
 10 shall make available for testimony in connection with the grievance procedure any  
 11 District employee, without loss of pay, whose appearance is requested by the  
 12 grievant.

13 **22.5** Unit Member Processed Grievances:  
 14 A unit member covered by this Agreement may present a  
 15 grievance directly and have such grievance adjusted without intervention of CSEA  
 16 as long as the adjustment is not inconsistent with the terms of this Agreement.  
 17 CSEA shall be provided copies of any grievances filed by unit members directly  
 18 and any responses by the District. Prior to any resolution of any grievance, CSEA  
 19 shall be provided with a copy of the proposed resolution for review.

20 CSEA shall be given an opportunity to file a written response  
 21 to the proposed resolution.

22 **22.6** No Discrimination: The filing of a grievance by a bargaining  
 23 unit member shall not result in discrimination through the withholding of a bona  
 24 fide right, privilege, or benefit of employment.

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**ARTICLE 23: CONTRACTING OUT**

23.1 During the term of this Agreement, the District agrees that it will not contract out work that has been customarily and routinely performed or is performable by unit members covered by this Agreement, unless the contracting proposed is specifically permitted by law. This section shall not be interpreted as prohibiting the District from contracting out work under this section if such work cannot be performed by unit members because of the compelling nature of the situation. The District will engage the affected unit members and the CSEA President or designee to discuss the situation.

23.2 No contract for services which might affect members of the bargaining unit in the way of wages, hours, overtime, or other terms and conditions of employment, shall be let until CSEA has been given notice of the District's proposed action no less than fifteen (15) days in advance. After the notice has been given, CSEA shall, as soon as possible but no less than seven (7) days, present any demands to bargain over a decision to contract out and the effects thereof.

23.2.1 For this article, a 'day' shall be defined as any day the District Office is open for business.

23.2.2 When services are contracted out, the trades involved will be allowed to walk the job or meet with the contractor and District Management to discuss the scope of the work to be done.

**23.3 Use Of Volunteers:**

Preamble: The parties agree that the work of parents, students, friends, and other volunteers is an important and appreciated contribution to the school community. At the same time, the parties recognize that measures must be taken to guarantee that our facilities not be compromised. Further, the parties recognize that the wealth of experience available in the community is a resource that should be used in appropriate ways to enrich the educational program and strengthen our schools' relationships with the homes, businesses, industries, public agencies and private institutions of our community. The parties encourage parents and other members of the community to share their special knowledge and abilities with our students.

The parties acknowledge that volunteers may be individuals, students, parents/guardians, members of the community, professional experts as well as persons from organized community and public agency programs and are not paid a wage or salary by the District.

1           23.3.1.       It is the intent of the District to use volunteers in accordance  
2 with Section 35021 of the Education Code. Except as authorized by law and this  
3 Agreement, the District will not abolish classified positions and, subsequently,  
4 utilize volunteer workers, nor will volunteers be used in lieu of classified unit  
5 members who are laid off as a result of the abolition of a position nor will the District  
6 refuse to employ a person in a vacant classified position and use volunteer workers  
7 in lieu thereof. In addition, volunteers shall not: provide direct instruction to  
8 students (reinforcing instruction taught by a teacher is permissible), work alone  
9 with student(s), participate in work that supplants work from District staff, work in  
10 school office, transport students in personal vehicles without permission of the  
11 principal, provide translating services for the District, work alone in the computer  
12 lab or library, or hang items on the ceiling.

13           23.4                   Use Of Volunteers For Facilities Projects:

14           23.4.1       Volunteers may be utilized for major work which is defined as  
15 any project in excess of \$7,500, or for projects up to \$7,499 which because the  
16 size or timelines would necessitate contracting out or hiring extra help. The  
17 volunteers are not to be used to supplant regular work normally or customarily  
18 assigned to bargaining unit members on a routine basis. Projects utilizing  
19 volunteers would be of "finite duration" which is defined as projects which, upon  
20 completion, will not be extended or needed on a continuing basis. When non-  
21 management work crew supervision is necessary, it will be provided by unit  
22 members in the affected area. The District will determine if supervision is  
23 necessary.

24           23.4.2       Materials: Management personnel in charge of the project are  
25 responsible for the security and care of materials, tools, and equipment which will  
26 be furnished and/or approved by District management personnel in the  
27 responsibility area. Any loaning of materials, tools and equipment to volunteers  
28 will be at the discretion of the manager in the responsibility area, who may require  
29 that the volunteer(s) be tested on ability to run equipment to assure safe operation  
30 both for the equipment and the user.

31           23.4.3       Security and Safety: Safety and common sense cannot be  
32 overemphasized. Volunteers will follow all Federal, State, and local laws and  
33 regulations regarding safety; the number of volunteers will be held to a  
34 manageable level. Some jobs may require personal protective equipment such as  
35 gloves, goggles, dust masks and the like. The manager in the responsibility area  
36 will make the volunteer group leader aware of these safety requirements, and



1 members of the group shall be provided with the items. All participants are  
2 expected to abide by all safety regulations.

3           23.4.4           Supervision/Training: The management personnel in charge  
4 of the project will assure that volunteers are adults or supervised students who  
5 have some knowledge of work techniques required; if necessary, the manager of  
6 the responsibility area will supply elementary training. Work guidelines will be  
7 clearly defined.

8           23.4.5           Quality of Work/District Expectation: All volunteer work and  
9 materials shall be offered at the highest possible standard, with the understanding  
10 that the public, parents, students and staff will not differentiate this work from that  
11 of a regular district unit member or of a hired contractor. Where appropriate, district  
12 technical specifications will be provided and those specifications will serve as the  
13 necessary guidelines for the job, including adherence to materials selection and  
14 work quality. Volunteers are responsible for meeting standards of quality of work  
15 requirements, all district expectations, and all clean-up of all areas, materials, and  
16 equipment. Management personnel in charge of the project are responsible for  
17 assuring that all tools are returned to the appropriate department in clean and  
18 serviceable condition.

19           23.4.6           At least fifteen (15) days prior notice must be given to the  
20 Director of Classified Human Resources through use of the “District Use of  
21 Volunteers Request Form” by requesting administrator or classified manager. The  
22 use of a volunteer must be approved by obtaining the signatures of the CSEA  
23 President/designee, a Human Resources Administrator, and the affected job  
24 family representative on the form before the work is performed. If any concerns  
25 exist regarding the request, the Director of Classified Human Resources shall be  
26 notified immediately. A conference shall be held as soon as possible in an effort  
27 to resolve the concerns. The fifteen (15) day timeframe can be reduced by mutual  
28 agreement of the CSEA president/designee and Director of Classified Human  
29 Resources.

30           23.4.7           Classified unit members shall not volunteer for classified work  
31 without prior consent of the District and the Association. Any volunteer work  
32 performed by classified unit members shall be in accordance with federal and state  
33 laws.

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**ARTICLE 24: SAFETY**

24.1 The District shall maintain a safe and sanitary work site for all unit members' work areas.

24.2 All unit members shall help to maintain safe and sanitary conditions in their work areas of responsibility.

24.3 All unit members will report to their immediate administrator/manager in writing any practice, condition, or specific occurrence which poses a threat to the health or safety of any person associated with the District. The immediate administrator/manager shall forward the report to the Risk Management Department.

24.4 The Association shall have the right to appoint two (2) members to the District Safety Committee. Appointments to the Safety Committee shall be for one fiscal year. Management members shall not comprise a majority of the committee membership.

24.5 Bargaining unit members appointed to the District Safety Committee shall be given paid release time to attend meetings when such meetings are scheduled during the bargaining unit member's duty time.

24.6 Drug and Alcohol Testing Procedures: Pursuant to the Department of Transportation (DOT) regulations 49 CFR Parts 40, 382 and 395, the District has negotiated and implemented a drug and alcohol testing policy and regulations with the California School Employees Association, Chapter 272. The parties agree to negotiate any changes or modifications to the policy and regulations affecting subjects within the scope of bargaining during the life of this or any subsequent Agreement.

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1 **ARTICLE 25: EFFECTS OF AGREEMENT**

2 25.1 It is understood and agreed that the specific provisions  
3 contained in this Agreement shall prevail over the District practices and procedures  
4 and over state laws to the extent permitted by state law and that, in the absence  
5 of specific provisions in this Agreement, such practices and procedures are  
6 discretionary with the District so long as such practices or procedures are not  
7 within the scope of representation.

8 25.2 The provisions of this Agreement shall be incorporated into  
9 and be considered a part of the established policies of the Board.

10 25.3 This Agreement shall constitute the full and complete  
11 commitment between both parties and shall supersede and cancel all previous  
12 Agreements, both written and oral. This Agreement may be altered, changed,  
13 added to, deleted from or modified only through voluntary mutual consent of the  
14 parties in a written and signed amendment to this Agreement.

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**ARTICLE 26: SEVERABILITY**

26.1 If any applicable law or rule, regulation or order in existence or subsequently issued by a governmental authority renders invalid, restrains (compliance with or enforcement of) any provision of this Agreement during the life of this Agreement, such provision shall be immediately suspended and given no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

26.2 In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to contact each other within thirty (30) days after such determination.

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1 **ARTICLE 27: CONCERTED ACTIVITIES**

2 27.1 It is agreed and understood that there will be no strike, work  
3 stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform  
4 job functions and responsibilities, or other interference with the operation of the  
5 District by the Association or by its officers, agents or members during the term of  
6 this Agreement, including compliance with the request of other labor organizations  
7 to engage in such activity.

8 27.2 The Association recognizes the duty and obligation of its  
9 representatives to comply with the provisions of this Agreement and to make every  
10 effort toward inducing all unit members to do so. In the event of a strike, work  
11 stoppage, slowdown, or other interference with the operations of the District by unit  
12 members who are represented by the Association, the Association agrees in good  
13 faith to take all necessary steps to cause those unit members to cease such action.

14 27.3 It is agreed and understood that any unit member violating this  
15 Article may be subject to the full range of disciplinary procedures available to the  
16 District.

17 27.4 It is understood that, in the event this Article is violated, the  
18 District shall be entitled to withdraw any rights, privileges, or services provided for  
19 in this Agreement.

20 27.5 The District agrees that it shall not engage in a lockout of the  
21 bargaining unit.

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**ARTICLE 28: DISTRICT RIGHTS**

28.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its unit members; determine the times and hours of operation; determine the 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(s); determine the methods of raising revenue; contract out work in accordance with this agreement; take action on any matter in the event of an emergency; and retain the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.

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

28.3 The District retains its right to amend, modify and rescind policies and regulations referred to in this Agreement during the term of an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board.

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1 **ARTICLE 29: TERM OF AGREEMENT**

2 29.1 The terms and conditions of this Agreement shall remain in  
3 effect from November 1, 2021 to October 31, 2024 except where modified by  
4 mutual agreement.

5 29.1.1 The parties agree that the contract period of November 1,  
6 2021 through October 31, 2024, salary and health benefits shall be open for  
7 negotiations. Both parties agree that two additional articles may be selected by  
8 each party every year of the contract. Any other issues mutually agreed upon by  
9 the parties may be reopened for negotiations.

10 29.1.2 Notice that the Association wishes to reopen negotiations,  
11 and which issues it wishes to reopen must be given to the District by August 15.  
12 The District must give notice to CSEA of which issues it wishes to reopen by  
13 September 1.

14 29.1.3 The District agrees that if it receives additional funding, or  
15 additional reduction in funding, CSEA and the District will meet and negotiate.

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1 **Appendix A: Classifications**



2023-2024 Active Classifications w/ Salary Ranges

Oxnard School District

**RANGE CHILD NUTRITION SERVICES**

- 17 Child Nutrition Services Operations Specialist
- 11 Child Nutrition Cafeteria Coordinator
- 3 Child Nutrition Worker

**RANGE CLERICAL SUPPORT**

- 20 Attendance Accounting Specialist II
- 19 District Testing & Assessment Coordinator
- 18 After School Program Site Coordinator
- 18 District Textbook Coordinator
- 17 Administrative Assistant
- 17 School Office Manager
- 16 English Learner Data Technician
- 16 Special Education Data Technician
- 15 Attendance Accounting Specialist I
- 15 Facilities Support Services Specialist
- 14 District Translator
- 13 Attendance Accounting Technician
- 13 Facilities Technician
- 13 Intermediate School Secretary
- 13 Office Assistant III
- 13 Secretary
- 12 District Office Receptionist
- 11 Library/Media Technician
- 10 Translator
- 8 Health Assistant
- 8 Language Assessment Technician (Spanish Bilingual)
- 8 Office Assistant II
- 7 Records Assistant

**RANGE COMMUNITY RELATIONS**

- 22 District Community Liaison
- 22 Outreach Specialist
- 22 Parent Support Liaison
- 22 Interpreter/Community Support Liaison-Trilingual
- 19 Special Education Service Coordinator
- 17 Family Liaison

**RANGE FISCAL**

- 22 Position Control Specialist
- 21 Senior Payroll Technician
- 20 Accounting Specialist IV
- 18 Payroll Technician
- 17 Accounting Specialist III

**RANGE HUMAN RESOURCES**

- 22 Credential Technician
- 20 Risk Management Specialist
- 16 Human Resources Technician
- 13 Human Resources Assistant

**RANGE INSTRUCTIONAL SUPPORT**

- 43 School Occupational Therapist
- 26 Speech-Language Pathology Assistant
- 21 Preschool Teacher
- 19 Paraeducator - Hearing Impaired (Sign Language)
- 18 Health Care Technician
- 9 Adaptive Technology Specialist
- 9 Paraeducator - Hearing Impaired (Oral Speech)
- 9 Registered Behavior Technician
- 8 Paraeducator - Special Education
- 7 Instructional Assistant - Special Ed. (SH)
- 7 Paraeducator III
- 6 Infant Program Assistant
- 6 Paraeducator II
- 5 Instructional Assistant - Special Ed. (RSP)
- 5 Instructional Physically Handicapped Assistant
- 4 Preschool Assistant
- 4 Paraeducator - General Education

**RANGE MAINTENANCE/OPERATIONS**

- 25 Grounds Maintenance Lead
- 22 Electrician
- 21 Heating, Ventilation, & Air Conditioning Technician
- 21 Plumber
- 20 Locksmith
- 18 Facilities Materials Specialist
- 18 Grounds Maintenance Specialist
- 18 Irrigation Specialist
- 17 Maintenance Worker II
- 13 Grounds Equipment Operator
- 13 Lead Custodian
- 11 Maintenance Worker I
- 11 Security/Maintenance Worker (N)
- 10 Grounds Maintenance Worker I
- 8 Custodian

**RANGE PURCHASING/GRAPHICS/WAREHOUSE**

- 20 Buyer
- 19 Reprographics Coordinator
- 15 Reprographics Technician
- 14 Shipping/Receiving Clerk/Delivery Driver
- 10 Warehouse Worker/Delivery Driver
- 8 Instructional Materials Warehouse Attendant/Driver

**RANGE TECHNOLOGY**

- 38 Network Systems Analyst
- 32 Information Technology Project Coordinator
- 32 Site Technology Coordinator
- 28 Information Systems Support Specialist
- 28 Technology Services Technician
- 22 Information Systems Data Technician

**RANGE TRANSPORTATION**

- 21 Vehicle & Equipment Mechanic
- 19 Transportation Router/Scheduler
- 15 Transportation Dispatcher/Scheduling Assistant
- 14 Bus Driver/Mechanic Assistant
- 13 Bus Driver
- 13 Cover Bus Driver/Office Assistant
- 6 Transportation Driver

**RANGE OTHER**

- 1 Campus Assistant

**RANGE EXEMPT**

- \$15.50 AVID Tutors

Updated 06.07.2023

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1 **Appendix B: Classified Salary Schedule**

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CSEA/OSD

2024-2025 CLASSIFIED SALARY SCHEDULE

MONTHLY

Classified salary schedule with 2% increase retroactive to 07/01/2023; Board Approved 06/26/2024



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 3,149.01	\$ 3,306.46	\$ 3,471.79	\$ 3,645.38	\$ 3,827.66
Range 2	\$ 3,230.47	\$ 3,391.99	\$ 3,561.59	\$ 3,739.67	\$ 3,928.65
Range 3	\$ 3,309.01	\$ 3,474.46	\$ 3,648.18	\$ 3,830.59	\$ 4,022.13
Range 4	\$ 3,390.46	\$ 3,559.99	\$ 3,737.99	\$ 3,924.88	\$ 4,121.13
Range 5	\$ 3,477.73	\$ 3,651.62	\$ 3,834.20	\$ 4,025.91	\$ 4,227.21
Range 6	\$ 3,557.73	\$ 3,735.62	\$ 3,922.40	\$ 4,118.52	\$ 4,324.44
Range 7	\$ 3,647.91	\$ 3,830.31	\$ 4,021.82	\$ 4,222.91	\$ 4,434.06
Range 8	\$ 3,736.64	\$ 3,923.47	\$ 4,119.64	\$ 4,325.62	\$ 4,541.90
Range 9	\$ 3,828.27	\$ 4,019.68	\$ 4,220.67	\$ 4,431.70	\$ 4,653.29
Range 10	\$ 3,921.36	\$ 4,117.43	\$ 4,323.30	\$ 4,539.46	\$ 4,766.44
Range 11	\$ 4,023.17	\$ 4,224.33	\$ 4,435.55	\$ 4,657.33	\$ 4,890.19
Range 12	\$ 4,117.72	\$ 4,323.60	\$ 4,539.78	\$ 4,766.77	\$ 5,005.11
Range 13	\$ 4,220.99	\$ 4,432.04	\$ 4,653.64	\$ 4,886.32	\$ 5,130.64
Range 14	\$ 4,322.80	\$ 4,538.94	\$ 4,765.89	\$ 5,004.19	\$ 5,254.39
Range 15	\$ 4,434.80	\$ 4,656.54	\$ 4,889.37	\$ 5,133.84	\$ 5,390.53
Range 16	\$ 4,538.07	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05
Range 17	\$ 4,654.43	\$ 4,887.15	\$ 5,131.51	\$ 5,388.09	\$ 5,657.49
Range 18	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05	\$ 5,791.86
Range 19	\$ 4,891.52	\$ 5,136.09	\$ 5,392.90	\$ 5,662.54	\$ 5,945.67
Range 20	\$ 5,003.51	\$ 5,253.69	\$ 5,516.37	\$ 5,792.19	\$ 6,081.80
Range 21	\$ 5,128.60	\$ 5,385.03	\$ 5,654.28	\$ 5,937.00	\$ 6,233.85
Range 22	\$ 5,258.05	\$ 5,520.96	\$ 5,797.00	\$ 6,086.85	\$ 6,391.20
Range 23	\$ 5,393.32	\$ 5,662.99	\$ 5,946.14	\$ 6,243.45	\$ 6,556.62
Range 24	\$ 5,521.32	\$ 5,797.39	\$ 6,087.26	\$ 6,391.62	\$ 6,711.20
Range 25	\$ 5,656.59	\$ 5,939.42	\$ 6,236.39	\$ 6,548.21	\$ 6,875.62
Range 26	\$ 5,793.31	\$ 6,082.98	\$ 6,387.13	\$ 6,708.48	\$ 7,041.81
Range 27	\$ 5,943.13	\$ 6,240.28	\$ 6,552.30	\$ 6,879.91	\$ 7,223.91
Range 28	\$ 6,087.12	\$ 6,391.48	\$ 6,711.05	\$ 7,046.61	\$ 7,398.94
Range 29	\$ 6,238.39	\$ 6,550.31	\$ 6,877.83	\$ 7,221.72	\$ 7,582.81
Range 30	\$ 6,382.39	\$ 6,701.51	\$ 7,036.58	\$ 7,388.41	\$ 7,757.83
Range 31	\$ 6,549.66	\$ 6,877.14	\$ 7,221.00	\$ 7,582.05	\$ 7,961.15
Range 32	\$ 6,699.47	\$ 7,034.45	\$ 7,386.17	\$ 7,755.48	\$ 8,143.25
Range 33	\$ 6,875.47	\$ 7,219.24	\$ 7,580.20	\$ 7,959.21	\$ 8,357.18
Range 34	\$ 7,036.92	\$ 7,388.77	\$ 7,758.20	\$ 8,146.11	\$ 8,553.42
Range 35	\$ 7,215.62	\$ 7,576.62	\$ 7,955.45	\$ 8,353.22	\$ 8,770.88
Range 36	\$ 7,386.00	\$ 7,755.30	\$ 8,143.07	\$ 8,550.22	\$ 8,977.73
Range 37	\$ 7,579.45	\$ 7,958.42	\$ 8,356.35	\$ 8,774.16	\$ 9,212.87
Range 38	\$ 7,755.45	\$ 8,143.22	\$ 8,550.38	\$ 8,977.90	\$ 9,426.79
Range 39	\$ 7,954.72	\$ 8,362.45	\$ 8,770.07	\$ 9,208.58	\$ 9,669.01
Range 40	\$ 8,142.35	\$ 8,549.46	\$ 8,976.94	\$ 9,425.78	\$ 9,897.07
Range 41	\$ 8,353.25	\$ 8,770.91	\$ 9,209.46	\$ 9,669.93	\$ 10,153.43
Range 42	\$ 8,548.16	\$ 8,975.56	\$ 9,424.34	\$ 9,895.56	\$ 10,390.34
Range 43	\$ 8,770.70	\$ 9,209.23	\$ 9,669.69	\$ 10,153.18	\$ 10,660.83
Range 44	\$ 8,975.78	\$ 9,424.57	\$ 9,895.80	\$ 10,390.59	\$ 10,910.12

**Employee Anniversary Increments:**

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$109.06
- 10 years of service: \$218.12
- 15 years of service: \$327.18
- 20 years of service: \$436.24
- 25 years of service: \$545.30

**Night Shift Pay Differential:**

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

**Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

**AVID Tutor (exempt) \$16.00 per hour**

rev. 06.05.2024 7:53 am

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**APPENDIX B**

Classified salary schedule with 2% increase retroactive to 07/01/2023; Board Approved 08/26/2024



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 18.17	\$ 19.08	\$ 20.03	\$ 21.03	\$ 22.08
Range 2	\$ 18.64	\$ 19.57	\$ 20.55	\$ 21.58	\$ 22.65
Range 3	\$ 19.09	\$ 20.05	\$ 21.05	\$ 22.10	\$ 23.21
Range 4	\$ 19.56	\$ 20.54	\$ 21.57	\$ 22.64	\$ 23.78
Range 5	\$ 20.06	\$ 21.07	\$ 22.12	\$ 23.23	\$ 24.39
Range 6	\$ 20.53	\$ 21.55	\$ 22.63	\$ 23.76	\$ 24.95
Range 7	\$ 21.05	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58
Range 8	\$ 21.56	\$ 22.64	\$ 23.77	\$ 24.96	\$ 26.20
Range 9	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.57	\$ 26.85
Range 10	\$ 22.62	\$ 23.75	\$ 24.94	\$ 26.19	\$ 27.50
Range 11	\$ 23.21	\$ 24.37	\$ 25.59	\$ 26.87	\$ 28.21
Range 12	\$ 23.76	\$ 24.94	\$ 26.19	\$ 27.50	\$ 28.88
Range 13	\$ 24.35	\$ 25.57	\$ 26.85	\$ 28.19	\$ 29.60
Range 14	\$ 24.94	\$ 26.19	\$ 27.50	\$ 28.87	\$ 30.31
Range 15	\$ 25.59	\$ 26.87	\$ 28.21	\$ 29.62	\$ 31.10
Range 16	\$ 26.18	\$ 27.49	\$ 28.87	\$ 30.31	\$ 31.82
Range 17	\$ 26.85	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.64
Range 18	\$ 27.49	\$ 28.87	\$ 30.31	\$ 31.82	\$ 33.42
Range 19	\$ 28.22	\$ 29.63	\$ 31.11	\$ 32.67	\$ 34.30
Range 20	\$ 28.87	\$ 30.31	\$ 31.83	\$ 33.42	\$ 35.09
Range 21	\$ 29.59	\$ 31.07	\$ 32.62	\$ 34.25	\$ 35.97
Range 22	\$ 30.34	\$ 31.85	\$ 33.44	\$ 35.12	\$ 36.87
Range 23	\$ 31.12	\$ 32.67	\$ 34.31	\$ 36.02	\$ 37.82
Range 24	\$ 31.85	\$ 33.45	\$ 35.12	\$ 36.88	\$ 38.72
Range 25	\$ 32.63	\$ 34.27	\$ 35.98	\$ 37.78	\$ 39.67
Range 26	\$ 33.42	\$ 35.09	\$ 36.85	\$ 38.69	\$ 40.63
Range 27	\$ 34.29	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.68
Range 28	\$ 35.12	\$ 36.87	\$ 38.72	\$ 40.65	\$ 42.69
Range 29	\$ 35.99	\$ 37.79	\$ 39.68	\$ 41.66	\$ 43.75
Range 30	\$ 36.82	\$ 38.66	\$ 40.60	\$ 42.63	\$ 44.76
Range 31	\$ 37.79	\$ 39.68	\$ 41.66	\$ 43.74	\$ 45.93
Range 32	\$ 38.65	\$ 40.58	\$ 42.61	\$ 44.74	\$ 46.98
Range 33	\$ 39.67	\$ 41.65	\$ 43.73	\$ 45.92	\$ 48.22
Range 34	\$ 40.60	\$ 42.63	\$ 44.78	\$ 47.00	\$ 49.35
Range 35	\$ 41.63	\$ 43.71	\$ 45.90	\$ 48.19	\$ 50.60
Range 36	\$ 42.61	\$ 44.74	\$ 46.98	\$ 49.33	\$ 51.80
Range 37	\$ 43.73	\$ 45.91	\$ 48.21	\$ 50.62	\$ 53.15
Range 38	\$ 44.74	\$ 46.98	\$ 49.33	\$ 51.80	\$ 54.39
Range 39	\$ 45.89	\$ 48.19	\$ 50.80	\$ 53.13	\$ 55.78
Range 40	\$ 46.98	\$ 49.32	\$ 51.79	\$ 54.38	\$ 57.10
Range 41	\$ 48.19	\$ 50.60	\$ 53.13	\$ 55.79	\$ 58.58
Range 42	\$ 49.32	\$ 51.78	\$ 54.37	\$ 57.09	\$ 59.95
Range 43	\$ 50.60	\$ 53.13	\$ 55.79	\$ 58.58	\$ 61.51
Range 44	\$ 51.78	\$ 54.37	\$ 57.09	\$ 59.95	\$ 62.94

**Employee Anniversary Increments:**  
Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

7 years of service:	\$0.63
10 years of service:	\$1.26
15 years of service:	\$1.89
20 years of service:	\$2.52
25 years of service:	\$3.15

**Night Shift Pay Differential:**  
Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

**Bilingual Stipend:**  
Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

**Classified Substitute Pay:**  
Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$16.00 per hour

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1 **Appendix C: Dues Service Fee Schedule**

2 **DUES SCHEDULE**

3 1. The per capita dues of the State Association shall be  
4 assessed at the rate of 1.5% of the first \$3,150 of the monthly gross salary  
5 (Exclusive of overtime, but including longevity, professional growth, and  
6 anniversary increments), but shall not exceed a maximum assessment of \$472.50  
7 annually.

8 The maximum monthly assessment will be \$47.25 and shall  
9 commence in September of each year and continue through the following August  
10 31, or until a maximum of \$472.50 has been deducted during said twelve-month  
11 period.

12 Chapter dues shall be \$2.00 per month, but shall not exceed  
13 \$20.00 annually.

14 The preceding dues structure is subject to change by adoption  
15 of the CSEA conference delegates and the members of the local chapter.

16 This provision is binding on the District only to the extent that  
17 the document reflects the current dues, and to the extent the District has the  
18 capability of processing the dues through the County payroll system.

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### Appendix D: Classified Employee Performance Form Report



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

#### CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM

PERIOD OF REPORT \_\_\_\_\_ TO \_\_\_\_\_ END OF PROBATION \_\_\_\_\_  
Employee's Name \_\_\_\_\_ Position \_\_\_\_\_  
Location \_\_\_\_\_ Date \_\_\_\_\_

Evaluation (Check one):  1st probationary  2nd Probationary (optional)  Annual report  Special report

**PROBATIONARY EMPLOYEES:** Shall be evaluated within 90 days.  
**PERFORMANCE EVALUATION** will become part of the employee's personnel file, and will be considered in relation to continued employment, attainment of permanent classification, transfer, promotion, and dismissal or other disciplinary action.  
Choose one: E—Exceeds District Standards M—Meets District Standards N—Needs to improve D—Does not meet District Standards

<b>1. JOB KNOWLEDGE:</b> The employee possesses and maintains the required job skills. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E M N D				
<b>2. QUALITY OF WORK:</b> The employee's work is accurate, neat, well-organized and thorough. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E M N D				
<b>3. QUANTITY OF WORK, WORK HABITS, &amp; PRODUCTIVITY:</b> The employee works to potential, consistently completes schedules, and maintains high productivity. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E M N D				
<b>4. ATTENDANCE AND PUNCTUALITY:</b> The employee is regular in attendance and is punctual. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E M N D				
<b>5. ATTITUDE:</b> The employee exhibits interest in the work of the district, is cooperative and a successful team worker, and accepts and adapts to change. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E M N D				
<b>6. INITIATIVE AND DEPENDABILITY:</b> The employee readily accepts responsibility and can be depended on to follow through on work assignments with minimum direction. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E M N D				

DISTRIBUTION:  Human Resources  Employee  Supervisor

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<b>7. SAFETY:</b> The employee consistently demonstrates proper usage and maintenance of equipment, adheres to both District and governmental safety protocols, and promptly reports any unsafe conditions. Additionally, when applicable employee will wear personal protective equipment and utilize appropriate gear as required.				
Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
<b>8. WORK RELATIONSHIPS:</b> The employee demonstrates professionalism by maintaining courteous and polite interactions with colleagues, parents, students, and visitors. Employee actively fosters cooperation and willingly assists others whenever opportunities arise.				
Comments:	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> D
<b>Additional Comments:</b>				

The Addendum to this form must be completed for permanent employees when this evaluation form has a rating of "Needs to Improve" or "Does Not Meet District Standards." Employee must be reevaluated within 30 to 60 work days. When employee Meets District Standards, the employee returns to original two-year evaluation cycle. If District standards have not been met, the 30-60 work day reevaluation cycle continues until district standards are met or other action is taken.

**DO**       **DO NOT RECOMMEND THAT THIS EMPLOYEE BE CONTINUED IN EMPLOYMENT.** (Probationary employees only. If checked, the supervisor contacts the Classified Director of Human Resources).

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
*Supervisor's Signature*      *Position Title*      *Date*

**EMPLOYEE:** I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (The employee may append comments to this evaluation by submitting them in writing within 30 days to Human Resources.)

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
*Employee's Signature*      *Position Title*      *Date*

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**ADDENDUM TO CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM**

This form must be completed when the Permanent Employee's Performance Evaluation includes a rating of "Needs to Improve" or "Does Not Meet District Standards." Employee must be re-evaluated within 30 to 60 calendar days. When employee Meets District Standards, they return to original two-year evaluation cycle. If District standards have not been met, the 30-60 day work day reevaluation cycle continues until district standards are met or other action is taken.

Employee's Name \_\_\_\_\_

Position \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_

Specific area(s) in which the employee does not meet job expectations:

[Large empty text box for specific areas of non-compliance]

Improvement Plan:

[Large empty text box for improvement plan]

Supervisor's Signature	Position Title	Date

**EMPLOYEE:** I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (Employees may append comments to this evaluation by submitting them in writing within 30 days to Human Resources)

Employee's Signature	Position Title	Date

DISTRIBUTION:  Human Resources  Employee  Supervisor

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**EVALUATION CATEGORY DEFINITIONS**

- 1. **JOB KNOWLEDGE**  
The employee possesses and maintains the required job skills.
- 2. **QUALITY OF WORK**  
The employee's work is accurate, neat, well-organized and thorough.
- 3. **QUANTITY OF WORK, WORK HABITS, AND PRODUCTIVITY**  
The employee works to potential, consistently completes schedules and maintains high productivity.
- 4. **ATTENDANCE AND PUNCTUALITY**  
The employee is regular in attendance and is punctual.
- 5. **ATTITUDE**  
The employee exhibits interest, is cooperative and a successful team worker, and accepts and adapts to change.
- 6. **INITIATIVE AND DEPENDABILITY**  
The employee readily accepts responsibility and can be depended on to follow through on work assignments with minimum direction.
- 7. **SAFETY**  
The employee uses and cares for equipment properly, adheres to District and governmental guidelines for safety procedures, and reports unsafe conditions. When applicable, the employee wears personal protection and uses proper equipment.
- 8. **WORK RELATIONSHIPS**  
The employee is courteous and polite to staff, parents, students and visitors, is cooperative and assists others whenever possible.
- 9. **SUPERVISORY ABILITY**  
Is fair and impartial; demonstrates effective leadership, decision making, training and instruction of subordinates; initiates planning; effectively assigns, praises, disciplines and evaluates personnel and satisfactorily completes work assigned.\  
  
Proficiency in training employees and in planning, organizing, laying out and getting out work, leadership; promptness of action, soundness of decision; application of good management principles.

**EVALUATION RANKING DEFINITIONS**

- Exceeds District Standards**  
The employee's job performance during the evaluation period has exceeded expectations; the employee's performance exceeds that which is normally required, definitely exceptional.
- Meets District Standards**  
The employee's job performance during the evaluation period has met expectations; the employee's performance meets that which is normally required.
- Needs to Improve**  
The employee's job performance during the evaluation period needs improvement and has not met expectations; therefore, an improvement plan will be established.
- Does Not Meet District Standards**  
The employee's job performance during the evaluation period has not met minimum expectations, or, where applicable, the goals set in an improvement plan were not met.

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1 **Appendix E: Grievance Forms**

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# OXNARD SCHOOL DISTRICT

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

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1. Name of Grievant \_\_\_\_\_

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2. Work Location \_\_\_\_\_

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3. Job Title \_\_\_\_\_

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4. Immediate Supervisor \_\_\_\_\_

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5. Date Alleged Grievance Occurred \_\_\_\_\_

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6. Statement of Grievance (Please summarize actions complained of, include location of act and any witnesses) \_\_\_\_\_

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7. Specific Contract Provision (S) \_\_\_\_\_

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8. Remedy Requested \_\_\_\_\_

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9. Date of Informal Conference \_\_\_\_\_

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10. Decision from Informal Conference \_\_\_\_\_

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11. Grievance Representative (if applicable) \_\_\_\_\_

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Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Classified Grievance Form #1  
Distribution:  
Original Assistant Superintendent, Human Resources  
Copy Grievant  
Copy Administrator

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**APPENDIX E  
GRIEVANCE FORMS**

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# OXNARD SCHOOL DISTRICT

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

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## LEVEL 2: EMPLOYEE'S GRIEVANCE APPEAL (CLASSIFIED)

1. Name of Grievant \_\_\_\_\_

2. Date of Level 1 Decision \_\_\_\_\_

3. Reason for Appeal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Remedy Requested \_\_\_\_\_

5. Grievance Representative (if applicable) \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Classified Grievance Form #2  
Distribution:  
Original            Assistant Superintendent, Human Resources  
Copy                Grievant  
Copy                Administrator

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**APPENDIX E**  
**GRIEVANCE FORMS**



**OXNARD SCHOOL DISTRICT**

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

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**LEVEL 3: EMPLOYEE'S GRIEVANCE APPEAL**  
**(CLASSIFIED)**

- 1. **Name of Grievant** \_\_\_\_\_
  - 2. **Date of Level 2 Decision** \_\_\_\_\_
  - 3. **Reason for Appeal** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - 4. **Remedy Requested** \_\_\_\_\_
  - 5. **Grievance Representative (if applicable)** \_\_\_\_\_
- Grievant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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Classified Grievance Form #3  
Distribution:  
Original           Assistant Superintendent, Human Resources  
Copy               Grievant  
Copy               Administrator

**Appendix F: Minimum Call-Back/Call-In-Time**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the Oxnard Elementary School District and CSEA, Chapter 272 in order to clarify the implementation of Article VIII, Section 8.8 (Minimum Call-Back/Call-in-time).

It is agreed that at the time Section 8.8 was negotiated, the parties intended to address the level of appropriate compensation that would be paid an employee who was required to return to work after having completed their regular work shift. Hence for the inconvenience of being called back to work, it was agreed that the employee should receive a minimum of two hours pay or be paid for the time actually spent completing the "call" in excess of two hours.

For purposes of illustration, situations involving an employee from the Maintenance and Operations Department are used.

1. Employee A, after completing his regular work assignment, is called back to work. Employee A is able to complete the task for which he is called back to work in less than two hours. Employee A will receive two hours of pay.

2. Employee B completes his regular work assignment and is called back to work. He completes the call-back task in less than two hours. Employee B after returning to his residence is called back again. He completes this call and returns home. Employee B will be paid a minimum of two hours for the first call and a minimum of two hours for the second call or he will be paid for the actual time spent completing the second "call" if it takes longer than two hours to complete.

3. Employee C completes his regular assignment and is called back to work. He completes the call-back task then answers a second "call" before returning to his residence. Employee C will receive a minimum of two hours pay or will be paid for the actual time spent completing or taking care of the "call" in excess of two hours.


4. If under scenario 3 above, Employee C returns to his residence and is called back for a third or subsequent times, Employee C will receive another two hours of pay, minimum, or be paid for the actual time spent completing or taking care of the "call" in excess of two hours.

5. It is agreed and understood that should it appear to the employee that the repeated calls are due to a failure of equipment, the employee will exercise independent judgment and may assess whether or not it would be more prudent to switch off the equipment or system that has caused the repeated calls. In making such an assessment, the employee should consider the potential safety or

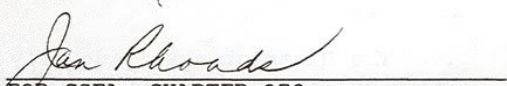
health hazards that might be created or potential loss or damage to property. In situations that create such a potential, the employee should first attempt to contact a supervisor. If none is available, the employee shall act accordingly and inform his supervisor as soon as possible.

6. As soon as administratively possible, an inservice for supervisors and employees on call for security duty will be scheduled for the purpose of discussing guidelines relating to the implementation of paragraph 5.

Date: 10/23/90

  
FOR THE DISTRICT

Date: 10/23/90

  
FOR CSEA, CHAPTER 272

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**Appendix G: CSEA Work Calendars**

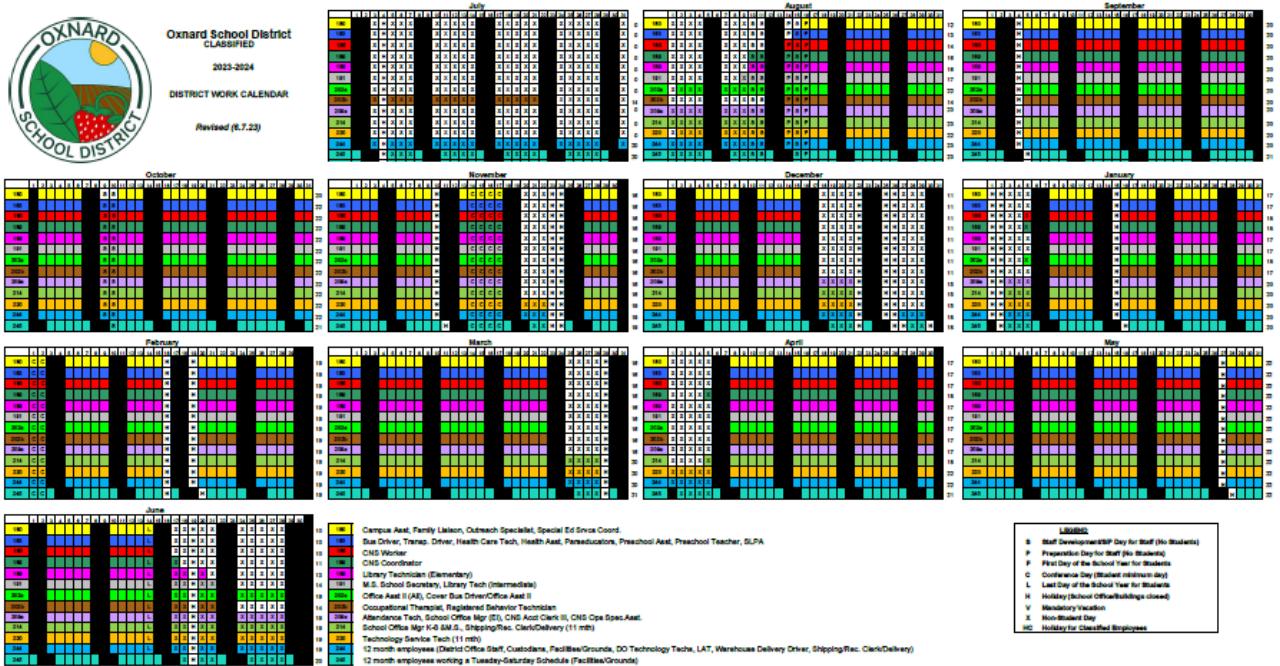
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**CSEA WORK CALENDARS 2023-2024**



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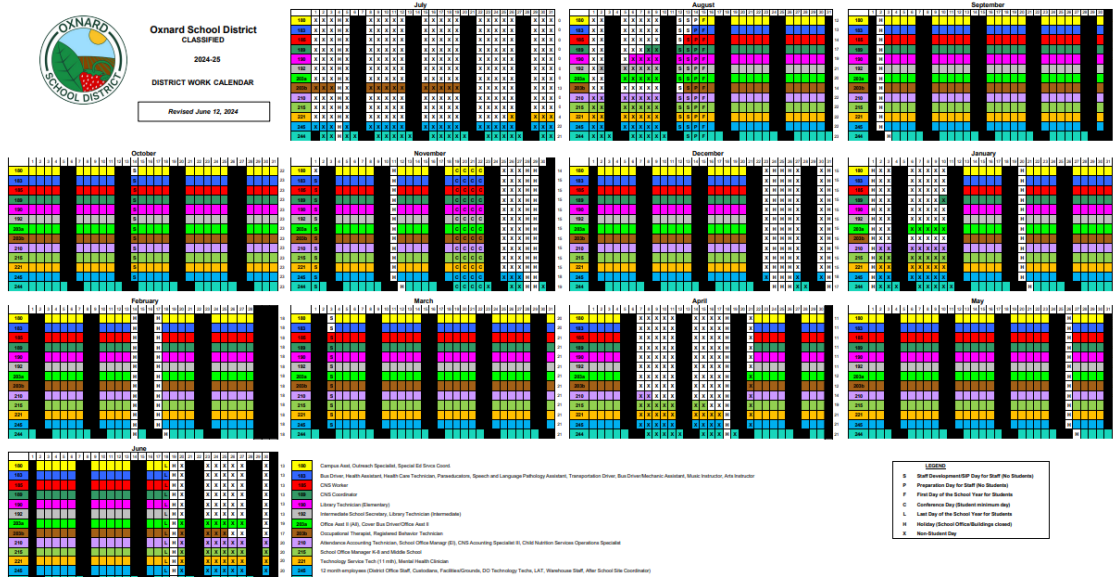
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### CSEA WORK CALENDAR 2024-2025



Oxnard School District  
CLASSIFIED  
2024-25  
DISTRICT WORK CALENDAR  
Revised June 12, 2024



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**Appendix H: MOU IA Hourly Assignment Changes**

LETTER OF UNDERSTANDING  
REGARDING INSTRUCTIONAL ASSISTANT HOURLY ASSIGNMENT CHANGES

The Oxnard School District and CSEA Chapter 272 enter into this Letter of Understanding regarding instructional assistants.

The parties agree that six-hour instructional assistant positions shall be filled by employees working six hours or by the process described below and Article XVII, Section 17.2, shall be waived for purposes of implementing this agreement.

The District shall identify those instructional assistant workers who currently receive health and welfare benefits but whose hours have been reduced below six hours. These employees who are listed on Appendix A shall be ranked in order of seniority. The most senior employee on the list shall be offered his/her choice of the six-hour position. Should the most senior employee decline the opportunity to transfer, the position shall be offered to the next most senior employee continuing down the list until the position is filled. Should this process not result in the position being filled, then a decision not to take an assignment by the last employee on Appendix A will result in a loss of health and welfare benefits if the position remains unfilled. Additionally, going back up the list, the next most senior employee shall lose his/her benefits if he/she elects not to take the position.

For purposes of this agreement, seniority shall be determined by the unit member's anniversary date. When two or more unit members have the same anniversary date, then the determining factor shall be total District seniority hours.

This letter of understanding shall apply only to this situation described herein.

Date: 12/1/93

  
For Oxnard School District

Date: 12/1/93

  
For CSEA, Chapter 272

(csea5/instaast)

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**APPENDIX H**  
**INSTRUCTIONAL ASSISTANTS WITH BENEFITS**  
**(FEWER THAN 6 DAILY WORK HOURS)**

<b>PSL Number</b>	<b>Last Name</b>	<b>First Name</b>	<b>Benefits End</b>
<b>757</b>	<b>Esperanza</b>	<b>Patricia</b>	<b>2018</b>
<b>793</b>	<b>Esquivel</b>	<b>Aida</b>	<b>2025</b>
<b>780</b>	<b>Fischetti</b>	<b>Ramona</b>	<b>2025</b>
<b>871</b>	<b>Gaona</b>	<b>Cynthia</b>	<b>2024</b>
<b>2326</b>	<b>Gomez</b>	<b>Manuela</b>	<b>2023</b>
<b>733</b>	<b>Mendoza</b>	<b>Rachel</b>	<b>2014</b>
<b>1929</b>	<b>Ontiveros</b>	<b>Gloria</b>	<b>2016</b>
<b>2033</b>	<b>Pena</b>	<b>Virginia</b>	<b>2018</b>
<b>2127</b>	<b>Ramos</b>	<b>Clara</b>	<b>2024</b>
<b>741</b>	<b>Saldana</b>	<b>Mary</b>	<b>2015</b>
<b>375</b>	<b>Williams</b>	<b>Ed</b>	<b>2012</b>

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**Appendix I: 2023-24 Reopener TA dated 05.20.24**

OSD Agreement #23-209

**Oxnard School District  
and the  
California School Employees Association  
and its Oxnard Chapter #272  
2023-2024 Reopener Tentative Agreement  
May 20, 2024**

2 The Oxnard School District (“District”) and the California School Employees Association and its  
3 Oxnard Chapter #272 (“ASSOCIATION/CSEA”), collectively, (“the Parties”) hereby enter into  
4 this tentative agreement for the November 1, 2023 - October 31, 2024, reopener negotiations.

5  
6 **TENTATIVE AGREEMENTS INCORPORATED HEREIN:**

7  
8 **Article 7 – EVALUATIONS** Incorporate new Appendix D: Evaluation Forms (attached)

9  
10 **Article 8 – HOURS AND OVERTIME** (attached)

11  
12 **Article 9 – PAY ALLOWANCES** (attached)

13  
14 **Article 13- HEALTH AND WELFARE BENEFITS** (attached)

15  
16 **Article 15- VACATION PLAN** (attached)

17  
18 **All other articles not addressed in this agreement remain status quo.**

19  
20 **Completion of Negotiations.** The Parties agree they have fully negotiated all reopened articles  
21 described in Article 29 – Term of Agreement of the collective bargaining agreement, except for  
22 the revisions noted herein. All other terms and conditions of the collective bargaining agreement  
23 remain unchanged by the Parties’ reopener negotiations.

24  
25 It is agreed and understood this agreement is subject to all approvals required under the CSEA  
26 Policy 610, as well as the Oxnard School District Governing Board approvals.

27 Dated this **20th day of May 2024**

28  
29 **For the ASSOCIATION:**

30 Victor Centeno

31 Victor Centeno (Jun 5, 2024 13:50 PDT)

32 Victor Centeno, Vice President

**For the DISTRICT:**



Natalia Torres (Jun 5, 2024 13:19 PDT)

Natalia Torres, Ed.D., Assistant Superintendent, HR

33 

34 Ilene Poland (Jun 5, 2024 17:30 PDT)

35 Ilene Poland, CNS Representative

36 Alicia Serrato


37 Alicia Serrato (Jun 5, 2024 18:06 PDT)


38 Alicia Serrato, Clerical Representative


Oxnard School District and the  
California School Employees Association and its  
Oxnard Chapter 272  
2023-24 Reopener Tentative Agreement  
May 20, 2024

2 Nicole Taylor  
 3 Nicole Taylor (Jun 6, 2024 07:09 PDT)  
 4 Nicole Taylor, Campus Assistant Representative

5 alex cortez  
 6 alex cortez (Jun 7, 2024 09:23 PDT)  
 7 Alex Cortez, Custodial Representative

8   
 9 Alex G. Cortez (Jun 7, 2024 10:11 PDT)  
 10 Alex G. Cortez, Para Ed. Representative

11   
 12 Raymond Ibay (Jun 7, 2024 16:13 PDT)  
 14 Ray Ibay, Technology Representative

14   
 15 Lisa Towery (Jun 9, 2024 12:37 PDT)  
 16 Lisa Towery, Labor Relations Representative

**Appendix J: Newly Hired Employee Access**

**Oxnard School District  
Counterproposal to  
California School Employees Association, Chapter 272  
June 6, 2018**

**Memorandum of Understanding**

Whereas, the passage of Assemble Bill 119 has added sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contract information for new and current employees.

Whereas, AB 119 did not establish the structure, time, and manner of CSEA's access to employees during the onboarding process, but instead requires the parties to negotiate over such access by the exclusive representative.

The District and CSEA hereby agree to the following Memorandum of Understanding, which supersedes and renders moot Article 3.5.3.

A) The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

The District shall provide CSEA with contact information on the new hires.

"Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

The information will be provided to CSEA electronically via a mutually agreeable format within 30 days of the date of hire or by the first pay period of the month following hire. This contact information shall include the following items:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. Jr., III)
- e. Job Title
- f. Department
- g. Primary Worksite Name
- h. Work Telephone Number
- i. Work Extension
- j. Home Street Address (incl. apartment #)
- k. City
- l. State
- m. Zip Code (5 or 9 digits)

**APPENDIX J**

- n. Home Telephone Number (10 digits)
- o. Personal Cellular Telephone Number (10 digits)
- p. Personal Email Address of the Employee
- q. Last Four Numbers of the Social Security Number
- r. Birth Date
- s. Employee ID
- t. CalPERS Status (“Y” if in CalPERS; “N” if not in CalPERS), and
- u. Hire Date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

B) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on or before the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable format. This contact information shall also include the following information:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. Jr., III)
- e. Job Title
- f. Department
- g. Primary Worksite Name
- h. Work Telephone Number
- i. Work Extension
- j. Home Street Address (incl. apartment #)
- k. City
- l. State
- m. Zip Code (5 or 9 digits)
- n. Home Telephone Number (10 digits)
- o. Personal Cellular Telephone Number (10 digits)
- p. Personal Email Address of the Employee
- q. Last Four Numbers of the Social Security Number
- r. Birth Date
- s. Employee ID
- t. CalPERS Status (“Y if in CalPERS; “N” if not in CalPERS), and
- u. Hire Date

C) Employee written request to decline: Notwithstanding the foregoing, limited to the express purpose of the requirements of Cal. Gov. Code section 3558 only, via written request to the District, an employee may decline to disclose the employee’s home address, home telephone number, CalPERS status, personal cellular telephone number, personal email address, and/or birth date. The District will provide a copy of all employee written requests to decline to the Chapter President. The District shall make no statements encouraging opt-outs. The District is under no current legal obligation to notify employees of their opt-out right, and will not provide such notice unless and until legally obliged to do so.

**APPENDIX J**

D) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. This shall include both one-on-one meetings with human resources representatives or any larger group orientations initiated by the District.

E) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- a. When the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

F) The District shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

G) The orientation session shall be held on District property or approved site during the workday of the employee(s), who shall be on paid time.

H) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

I) Term: This agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2019. During the 2018-2019 school, the District and CSEA will evaluate the effectiveness and application of the terms of the MOU and negotiate regarding continued terms and/or integration of the MOU into the collective bargaining agreement prior to June 30, 2019.

- A. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this MOU during the life of the Agreement from the date this Agreement is signed, through June 30, 2019.

J) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulations or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated, in accordance with this Article, shall be opened for negotiations within thirty (30) days of the invalidation.

K) Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 22 in the Collective Bargaining Agreement, except as follows:

**APPENDIX J**

- a. "Grievant" shall only include CSEA and its Oxnard School District Chapter #272.
- b. "Grievance" shall not require the individual or group of employees to be adversely affected.
- c. The grievance process will begin at step 2, filed within five (5) days of the alleged violation. The "mediation" step may be skipped on notice by either party.
- d. Upon reaching the arbitration step, the parties agree to expedited arbitration within thirty (30) days of the grievance filing or such other period as is mutually-agreed upon before a mutually agreed upon arbitrator or as provided for under section 22.2.2.7 of the collective bargaining agreement.

California School Employees Association,  
Chapter 272

Oxnard School District

By: Shari Rascon  
Shari Rascon, CSEA Chapter 272 President

By: Jesus Vaca  
Dr. Jesus Vaca, Assistant Superintendent  
Human Resources & Support Services

Jennifer Rener  
Jennifer Rener, Labor Relations Representative

**Appendix K: MOU Seniority & Longevity re: Campus Assistants**

**Memorandum of Understanding  
California School Employees Association (Chapter 272) and the  
Oxnard School District**

**February 21, 2019**

**Time:**

The California School Employees Association (Chapter 272) and the Oxnard School District agree to definition of Seniority and Longevity in relation to the position of Campus Assistant.

1. Seniority Date in relation to Transfer and Layoffs:

- Defined as actual date of hire as a permanent employee, non-substitute as a Campus Assistant.

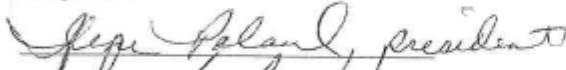

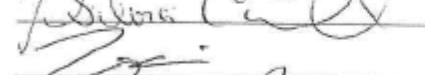


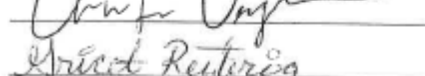
2. Longevity date:

- Established as 11/04/09 for employees hired on 11/04/09 or prior
- Established on hire date for employees hired on 11/05/09 or later

This Memorandum of Understanding shall sunset when the last employee hired on 11/04/09 or prior (Please see attachment, eligible employees) separates from the Oxnard School District.

  
 \_\_\_\_\_  
 California School Employees Association  
 Chapter 272

  
 \_\_\_\_\_  
 Oxnard School District

  
 \_\_\_\_\_  
 Pepe Palandi, president  
  
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 \_\_\_\_\_  
 Aricel Restoria

2/21/19  
 \_\_\_\_\_  
 Date

2-21-19  
 \_\_\_\_\_  
 Date

**APPENDIX K****Campus Assistants  
Hired 11/04/2009 or Prior**

<b>Last Name</b>	<b>First Name</b>	<b>Emp Id</b>
Aguilar	Leticia	5028
Ahumada	Sharon	1002
Ancona	Mary	1139
Banuelos	Jose	4987
Barajas	Silvia	3899
Batra	Ashish	3489
Bravo	Maria	2255
Camarillo	Blanca	5702
Campbell	Rita	2399
Cervantes	Maria Elena	2830
Cooper	Kathy	1228
De La Rosa	Maricela	1517
Delgado	Elizabeth	4557
Eskridge	Susan	703
Flores	Anna	3498
Garcia	Marylou	5591
Gomez	Fidela	4184
Gonzales	Ophelia	3263
Guillen	Maria	1915
Gutierrez	Olivia	2323
Herrera	Maria	5695
Lopez	Micaela	1717
Lopez	Rogelio	5281
Martinez	Elena	3591
Martinez	Silvia	2880
Mc Auley	Jimmy	205
Mendoza	Shada	4741
Moreno	Martina	2909
Perez	Maria	2297
Prado	Rosa Maria	1412
Quiroz	Maria	4992
Ramirez	Marlene	4828
Renteria	Gricet	5572
Solis	Bertha	947
Taylor	Nicole	836



**Appendix L: MOU re: Pre-K Teachers Temporary Assignment**

Agreement #23-69

PROPOSED MEMORANDUM OF UNDERSTANDING

BETWEEN THE OXNARD SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Title: Pre-K Teachers Temporary Assignment

June 10, 2023

This Memorandum of Understanding (MOU) is agreed between the Oxnard School District (District) and the California School Employees Association and its Oxnard School District Chapter 272 (CSEA) (referred collectively as "the parties") is entered into on June 10, 2023, concerning the employment and placement of Preschool Teachers (range 23.5).

To these ends, the District and CSEA agree as follows:


- 1) The District will continue to assign the current Preschool Teachers (17 total) (range 23.5) to paraeducator support roles within TK classrooms in Oxnard School District for the 2023/2024 school year
- 2) Preschool Teachers shall be compensated at the appropriate salary rate for range 23.5 for the 2023/2024 school year.

IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:

The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on June 30, 2024 unless extended by mutual written agreement of the Parties.

The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.

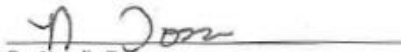
This agreement is subject to ratification by the OSD Board of Education.

  
 \_\_\_\_\_  
 Ilene Poland  
 President, Oxnard Educators Association

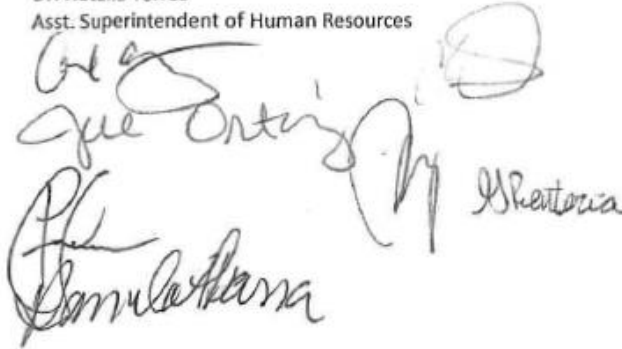
6/10/23  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Christopher Crump  
 CSEA Labor Relations Representative

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Dr. Natalia Torres  
 Asst. Superintendent of Human Resources

6/10/23  
 \_\_\_\_\_  
 Date



**Appendix M: MOU 2024-25 Classified Work Year Calendars**

**OXNARD SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,  
OXNARD CHAPTER 272  
2024-2025 Classified Work Year Calendars**

**TERMS AND CONDITIONS:** The Oxnard School District (hereinafter, "District") and the California School Employees Association and its Oxnard Chapter 272 (hereinafter, "Association."), agree as follows:

1. The District and Association met to negotiate the attached classified work calendars for bargaining unit members for the 2024-2025 school year. The calendars attached reflect the employee workdays for the designated classifications.
2. Bargaining unit members' work year shall be defined by the number of actual workdays and the sixteen (16) Paid Holidays as stated in Article 14: Annual Work Calendar and Holidays.
3. The parties recognize that the 2024-2025 work calendar reflects the new Juneteenth Holiday. Juneteenth can only be recognized on June 19<sup>th</sup> of every year.
4. For the 2023-2024 work calendar there was an adjustment to the calendar due to the newly adopted holiday of Juneteenth. This past year all employees who qualified for Juneteenth (worked the day before or day after) were paid for the holiday.
5. The parties collaborated in the development of the 2024-25 work calendar to ensure all workdays and holidays are reflected accurately. Should there be any inquires or concerns, classified staff are encouraged to reach out to Assistant Superintendent, Natalia Torres, at [ntorres@oxnardsd.org](mailto:ntorres@oxnardsd.org) and Labor Relations Representative, Lisa Towery, at [ltowery@csea.com](mailto:ltowery@csea.com)
6. It is agreed and understood that this agreement is subject to all approvals required under the CSEA Policy 610. The Oxnard School District Governing Board approved the 2024-25 student calendar on 12-13-2023.
7. This MOU shall not be a precedent setting.

**Dated this 23<sup>rd</sup> day of May 2024**

**For the ASSOCIATION:**

**For the DISTRICT:**

  
Lisa Towery (May 28, 2024 22:13 PDT)

  
N Torres (May 28, 2024 23:59 PDT)

Lisa Towery  
Labor Relations Representative

Dr. Natalia Torres  
Assistant Superintendent, Human Resources

**OXNARD SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,  
OXNARD CHAPTER 272  
2024-2025 Classified Work Year Calendars**

Victor Centeno

Victor Centeno (May 29, 2024 08:12 PDT)

Victor Centeno, Vice President

Alicia Serrato

Alicia Serrato (May 29, 2024 08:13 PDT)

Alicia Serrato, Clerical

Alex G. Cortez (May 29, 2024 11:04 PDT)

Alex G. Cortez, Para

Ray Ibay (May 29, 2024 09:26 PDT)

Ray Ibay, Technology

Alex Cortez Sr. (May 29, 2024 09:12 PDT)

Alex Cortez Sr., Custodial

Nicole Taylor (May 29, 2024 12:29 PDT)

Nicole Taylor  
Campus Assistants

Ilene Poland (May 29, 2024 13:18 PDT)

Ilene Poland  
CNS