MASTER AGREEMENT

BETWEEN

MOORPARK UNIFIED SCHOOL DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 498

2026-2029

Moorpark Unified School District
5297 Maureen Lane
Moorpark, CA 93021

MOORPARK UNIFIED SCHOOL DISTRICT
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ARTICLE I (1)
PREAMBLE

This agreement is made and entered into this 25th day of February, 2026, between the MOORPARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as the District, and the California School Employees Association and its MOORPARK CSEA Chapter #498, hereinafter referred to as the Association.

The purpose of this agreement is to promote the improvement of employer/employee relations and provide an equitable and peaceful procedure for the resolution of differences.

ARTICLE II (2)
RECOGNITION

1. Acknowledgment

The District confirms its recognition of the Association as the exclusive representative for all classified employees. All newly created classified positions, except those that are designated certificated, management, supervisory, confidential, substitutes, short-term employees, student workers, apprentices and professional experts employed on a temporary basis for a specific project regardless of length of project, shall be assigned to the bargaining unit.

2. Scope of Representation

The scope of representation shall be limited to matters relative to wages, hours of employment, and other terms and conditions of employment as defined by applicable law. The District may consult with the Association on any matter outside the scope of representation.

3. Non-Discrimination

The District and/or the Association shall prohibit discrimination, harassment, intimidation, bullying and sexual harassment based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, immigration status, marital status, parental status, family status, pregnancy status, race or ethnicity, religion, sex,

sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics or any other characteristic identified in Education Code 200 or 220, Penal code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics or membership or participation in the activities of the Association and in all educational programs, school related or school sponsored activities, school attendance or employment policies which may have an impact or create a hostile environment at school as required by Title IX of the 1972 Education amendments, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the California Fair Employment and Housing Act, and other applicable laws and regulations.
The District and/or the Association shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the Educational Employment Relations Act (EERA).

This Article is limited to matters within the scope of representation as defined by the Educational Employment Relations Act EERA.

ARTICLE III (3)
MANAGEMENT RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

   A. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees during working hours.

   B. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be

provided and the methods and means of providing those services, including entering into contracts with private vendors for services; providing that such contracts do not result in the layoff of bargaining unit members.

C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;

D. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and

E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 hereof are in conformance with the Constitution and laws of the United States.

3. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency, i.e., an unfortunate circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE IV (4)
ORGANIZATIONAL RIGHTS

1. Representation

   A. The Association shall have the right of access at reasonable times that are least interruptive to the instructional program or work projects to areas in which employees work for the purpose of conducting union business and/or discussing representational matters (if requested by the bargaining unit member). The Association shall also have the right of access to employees to conduct union business and/or discuss representational matters (if requested by the bargaining unit member), on school premises outside the work hours of bargaining unit members. Employee breaks and lunch periods are not considered "work hours" for purposes of this Article only. Such access shall be subject to advance notice to the supervisor or his or her designee by the Association officers and the affected employee.

   B. The Association shall have the right to a copy of District materials that are necessary for the Association to represent employees in the collective bargaining process.

2. Facility Usage

   A. The Association shall have the right to use, without charge, reasonable space on existing bulletin boards, mailboxes, the District mail system, and other means of communication. The Association shall not post nor transmit through the District mail system any defamatory or derogatory material in reference to any employee or elected official of the District.

   B. The Association shall have the right to use District buildings and facilities when not otherwise in use.

3. Contract Distribution

The District shall distribute electronic copies of the contract and any amendments to employees within thirty (30) work days after the execution of the agreement. The district shall print and distribute one (1) copy of the contract and any amendments to each school site, and provide copies for each Association Executive Board member and each member of the Association Negotiations Team within thirty (30) workdays after the execution of the agreement. The contract shall be posted on the District website within thirty (30) workdays after the execution of the agreement.

4. Personnel Files

The Association shall have the right to review and receive a copy of an employee's personnel file when accompanied by the employee or with written authorization of the employee.

5. Communication Meetings

A communication meeting may be held at a regularly scheduled time if requested by the Association or the District. The meeting shall consist of two Association representatives and two District representatives. The meeting shall be used as an open forum to discuss employer/employee issues.

6. Membership Dues Deduction

A. The Association shall have the sole and exclusive right to have membership dues deducted from payroll warrants of its members in the unit by the District. The District shall deduct dues in accordance with the current Association schedule from individual paychecks of all employees who are members of the Association as voluntarily authorized in writing by the employee on the appropriate form.

B. The Association shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the Association to the employer to cancel or change membership dues authorization. The District shall be required to

promptly notify the Association of any claims made by employees relating to dues authorization. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

7. Release Time for Association Meetings

A. With the prior permission of the immediate supervisor, bargaining unit members who request release time may be released from duty after 3:30 P.M. without loss of compensation for the purpose of attending a maximum of ten (10) official meetings of the Association per school year. Permission shall be granted in the sole discretion of the supervisor if consistent with the needs of the District. Such permission will not be arbitrarily denied. Such release time shall not exceed a period of two (2) hours. Bargaining unit members on release time pursuant to this paragraph shall sign in and out in a log provided by the Association, which shall include the time of arrival and departure of the unit member. Such log shall be made available to the District by the Association upon request.

B. The parties agree that release time pursuant to paragraph A above may have a greater impact on custodial services than in other areas and that in this and other areas the needs of the District may require supervisors to limit the number of unit members released at one time.

8. Association Business/Negotiations

A. The Association shall be granted up to twenty (20) days of release time per year for the purpose of conducting Association business. Release time shall be without loss of payroll or benefits.

B. The Association shall have the right of reasonable release time for up to five (5) members for the purpose of negotiations. Negotiation sessions shall be at mutually agreeable dates and times.

C. As soon as possible after the completion of negotiations, the Association may conduct an orientation/ratification meeting. Employees on duty shall be granted two (2) hours of release time provided the meeting begins at or after 4:00 p.m. If ratification is conducted on a day following the orientation meeting, employees may be provided the opportunity to cast their vote throughout the day.

9. Leadership Leave

A. CSEA shall have up to thirty (30) work days of paid release time each school year (July 1– June 30) for the purpose of attending the annual CSEA Conference or participating in other CSEA educational or training opportunities as specified below. A "work day" for the purpose of using this leave is equal to the workday of the particular unit member(s) designated by CSEA to use the leave. Unused leave shall not accumulate from school year to school year. Such leave shall be granted subject to the following conditions:

1. At least Fifteen (15) of the thirty (30) workdays may only be used by the CSEA President or Chapter designee to attend the annual, statewide CSEA Conference.

2. The remaining fifteen (15) days may be used for negotiations training or other union training or union educational opportunities.

3. CSEA must provide the District with reasonable written notice of the date(s), purpose(s) for the leave, and the individual(s) who will be using the leave. In no case shall the notice be provided less than ten (10) work days prior to the commencement of the leave except in cases of emergency in which such notice is not possible under the circumstances.

4. The District shall approve leave requested in accordance with the conditions for such leave except in cases of emergency in which such leave will adversely impact the safety of students or

employees, the educational program, or the provision of adequate educational program support services.

5. Verification of attendance at CSEA training functions shall be provided to the District by the approved participant upon return to work.

6. Leadership Leave shall not be used for the purpose of engaging in concerted activities during the work day, or engaging in political activities in support of or in opposition to a political candidate or office holder, a candidate for District or other office, or a state or local initiative or bond election. Leadership Leave shall also not be used for litigation against the District, or for any other purpose for which release time is currently provided by the District to CSEA or its designated attendee(s) or which is otherwise prohibited by law or District rule or regulation.

10. Bargaining Unit information, New Hires, and New Employee Orientation.

A) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District.

B) The District shall provide CSEA with contact information of the new hires. The information will be provided electronically to CSEA on the last working day of the month in which they were hired. This contact information shall include the following information to the extent that the District has it on file:

a. First Name
b. Middle initial
c. Last name
d. Suffix (e.g. Jr., III)
e. Job Classification
f. Primary worksite name
g. Home Street address (incl. apartment #)
h. City

i. State
j. ZIP Code (5 or 9 digits)
k. Home telephone number (10 digits)
l. Personal cellular telephone number (10 digits)
m. Personal and/or work email address of the employee on file
n. Last four numbers of the social security number
o. Birth date
p. Employee ID
q. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS)
r. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

C) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. This contact information shall also include the following information to the extent the District has it on file:

a. First Name
b. Middle initial
c. Last name
d. Suffix (e.g. Jr., III)
e. Job Classification
f. Primary worksite name
g. Home Street address (incl. apartment #)
h. City
i. State
j. ZIP Code (5 or 9 digits)
k. Home telephone number (10 digits)
l. Personal cellular telephone number (10 digits)

m. Personal and/or work email address of the employee on file
n. Last four numbers of the social security number
o. Birth date
p. Employee ID
q. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
r. Hire date.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the District (copy to the Association) to direct the District to withhold disclosure of the employee's

a. Home Address
b. Home Telephone Number
c. Personal Cellular Telephone Number
d. Personal Email Address
e. Birth Date

The District is under no current legal obligation to notify employees of their opt-out right and will not provide such notice in writing unless and until legally obliged to do so.

D) The District shall provide CSEA mandatory access to any new employee orientations. '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.

1. Should the District conduct a large group orientation, CSEA shall be provided not less than 10 days advance notice of the time date and location of the large group 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. The

Association shall be given access to new employees for up to 30 minutes at the end of large group new employee orientation meetings for no less than two representatives to present Association membership information. A large group shall be defined as six (6) or more people

a. In the event the District conducts a large group orientation, CSEA shall have one (1) hour of paid release time for the Chapter President or designee, to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.

2. Should the District conduct small group orientations with newly hired employees, CSEA shall be notified of the time, date, and location of the orientation on the same day as the new employee is notified. A small group shall be defined as two to five (2-5) people.
    a. In the event the District conducts a small group orientation, CSEA shall have one (1) hour of paid release time for the Chapter President or designee, to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.
    b. For individual and small group orientations spread throughout the fiscal year, the District agrees to allow a classified bargaining unit member in good standing to distribute and explain materials regarding fair share representation to employees during the orientation process. However, additional release time for membership recruitment will not be provided to CSEA representatives unless the cost of release is reimbursed to the District.

E) The District shall include the CSEA membership application and a CSEA provided link for an electronic 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.

F) The District shall allow CSEA to conduct not less than one (1) new employee orientation each calendar month in which new classified employees were hired. Orientation sessions shall be held on District property. Attendance for orientation shall be voluntary and unpaid for all employees hired since the previous orientation was conducted.

ARTICLE V (5)
EMPLOYEE EXPENSES AND MATERIALS

1. Uniforms

In accordance with Education Code 45138, the District may require the wearing of a distinctive uniform by classified personnel. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and cards required by the district shall be borne by the district.

2. Physical Examination

If the District requires a physical examination to be taken by a bargaining unit member, the District shall either provide the required examination or provide the bargaining unit member with reasonable reimbursement for the required examination.

ARTICLE VI (6)
TRANSFERS AND FILLING OF VACANCIES

1. Transfers

Transfer is defined to be a change in worksite or work shift within the same job classification. Transfers of bargaining unit members on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interests of the District.

A unit member affected by a permanent transfer or work shift change shall be given two weeks' notice in writing by letter or email. A

conference, either by phone or in person, will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer or shift change.

A. Employee Initiated Transfers

Members of the bargaining unit may at any time submit to the District Personnel Office written requests for permanent transfers to positions within their current classification.

Such requests shall include class title requested, the number of hours the employee desires, the specific work location desired (if any), and the maximum-minimum number of months the employee is willing to work.

2. Change in Classification

If a member of the bargaining unit desires to apply for a position in a different classification, he/she may submit an application for that position. Such application will be valid for the school year in which the application is submitted. It will be considered for any specific position for which the employee has previously notified the District that the employee desires consideration for a specific vacant position.

3. General Provisions

A. Consideration will be given to all candidates who meet the established qualifications for the vacancy. Seniority shall be one of the criteria considered by the District. However, the final selection is within the discretion of the District.

B. The District shall post bargaining unit vacancies for a period of not less than five (5) working days. Vacancies for Campus Aide positions may be posted. Campus Aides shall be encouraged to submit a written request for additional hours.

C. Probationary employees of the District are not eligible to be considered for voluntary transfer.

D. Temporary replacements for regular employees currently absent from service shall not be construed as a vacancy.

E. The Association President shall be given a copy of all postings of vacancies within the bargaining unit.

4. Requests for Additional Hours

A. If a member of the bargaining unit desires to work additional hours within his/her current classification, he/she may submit a written request to the worksite supervisor and the Director of Classified Personnel. Such request will be valid for the school year in which the application is submitted.

B. Temporary additional hours may be offered to current employees who have requested additional hours within the classification and whose regular hours do not conflict with the temporary assignment at the discretion of the worksite supervisor.

5. Filling of Vacancies

A. Temporary Filling of Vacant Positions

If the District advertises or initiates any hiring procedure to fill any vacant position in the classified bargaining unit with a permanent employee, the District may fill the vacancy through the employment of one or more substitute employees for not more than a total period of sixty (60) calendar days unless no eligible qualified candidate is identified during that period. If no eligible qualified candidate is identified within the sixty (60) calendar day period, the parties may mutually agree to continue to fill the position with one or more substitute employees for an agreed upon period of time to identify a qualified candidate for the position. Should the District determine, after advertising or initiating the hiring procedure not to fill the vacancy, the District may not extend the period of substitution beyond the sixty (60) calendar day period.

B. Consideration of Unit Members for Vacancies

The District shall post vacant positions in the bargaining unit at each worksite as soon as the District becomes aware of the vacancy and determines to fill the vacancy. The District shall review the applications of all bargaining unit members who apply, and the District will interview and consider all unit members who apply and

who meet the minimum qualifications for the position unless the number of inside applicants exceeds the number of applicants which can be reasonably interviewed within a regular eight (8) hour work day.

ARTICLE VII (7)
PROBATION, PROMOTION AND EVALUATION

1. Probation

   Effective July 1, 2020, a new employee shall serve a probationary period of six (6) months, or 133 actual working days whichever is the longer period, excluding paid and unpaid leaves of absence, in one classification before attaining permanency in the classified service. Credit toward completion of probation shall be granted only for service in regular positions in the classified service. A period of absence on leave, paid or unpaid, in excess of thirty consecutive workdays shall cause the probationary period to be extended by an equal amount of time.

2. Evaluation

   A. Evaluations shall be prepared by a member of management who is responsible for the work of the employee.

   B. Each employee shall be given a copy of the completed evaluation form. Employees shall be requested to place their signature on the report; however, such signature does not necessarily signify agreement with the evaluation report. In the event that an employee refuses to sign the evaluation report, a witness shall verify in writing that the report has been given to the employee.

   C. Each employee retains the right to attach a statement to the evaluation form if the employee so desires.

   D. Any employee may request a meeting to discuss an evaluation with which the employee disagrees, with the next highest supervisor. The employee may request a written response from the next highest supervisor regarding the outcome of the meeting.

   E. No evaluation of any employee shall be placed in any personnel file without prior opportunity for discussion between the employee and

the evaluator. No evaluation shall be made based upon hearsay statement. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

F. Probationary Employees

Probationary employees will be evaluated by the end of the third (3RD) month and by the end of the fifth (5TH) month of the probationary period.

G. Permanent Employees

Permanent employees shall be evaluated in writing at least annually. If the employee effectively meets standards, the employee may be evaluated every other year unless the evaluator believes that an evaluation is necessary to inform the employee of areas of performance which may require improvement or correction

3. Promotion

Employees who are promoted must serve a four (4) month probationary period. However, should it be determined at any time during the four (4) month probationary period that a permanent employee has not or will not satisfactorily complete the four (4) month probationary period, such employee shall have the right to be returned to the classification from which promoted and in which the employee has permanence. During the probationary period, the promoted employee with permanent status shall retain rights to holidays, leaves and vacations as a permanent employee.

ARTICLE VIII (8)
EMPLOYEE RIGHTS

1. The District and/or the Association shall not illegally discriminate against any member of the bargaining unit on account of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex (including sexual harassment), age, political affiliation, domicile, or membership and/or participation in an employee organization as defined by the EERA.

2. The District and/or the Association shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the EERA. This is limited to matters within the scope of the representation as defined by the Educational Employment Relations Act.

3. The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials, which are not in the personnel file.

4. Employees shall be provided with copies of any derogatory written material not less than ten (10) calendar days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to review the material. The employee shall be given a reasonable amount of release time as approved by the immediate supervisor to prepare a written response to such material. The employee shall have the right to enter and attach any written response to the materials. Should the District fail to notify an employee of his right to respond to an item placed in the employee's personnel file, the employee shall upon discovery of the material in his/her personnel file be afforded the opportunity to attach a response to the item.

5. An employee shall have the right to examine and/or obtain a copy of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records, which were obtained prior to the employment of the employee involved.

6. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file

shall be available for examination by the employee or his/her Association representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

7. Any person writing material for placement in an employee's personnel file shall sign and date the material. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE IX (9)
LEAVES

1. Procedures Pertaining to Leaves

Members of the bargaining unit shall notify their supervisor(s) of intent to be absent as soon as the necessity to be absent becomes known to the employee, but not later than one hour before the start of the work shift(s) except in the case of an emergency. An emergency is defined as a sudden, generally unexpected occurrence or occasion requiring immediate action, such as an emergency due to an act of God or due to interference by a third party or damage to personal property beyond the control of the member.

2. Personal Illness and Injury Leave

Every classified employee, permanent or probationary, shall be entitled to paid sick leave at the rate of one (1) day per month of service. Employees working less than eight (8) hours per day shall be entitled to the proportionate amount of paid sick leave. Sick leave shall be paid at the employee's current rate. In the event a classified employee does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.

At the beginning of each fiscal year, the unit member’s accrued personal illness and injury leave (“sick leave bank”) shall be credited by the number of days of paid personal sick leave which they would earn in the ensuing fiscal year. A unit member’s sick leave bank shall be adjusted if a change of assignment alters the amount of sick leave earnable.

3. Entitlement to Extended Sick Leave

When a member of the bargaining unit is absent from his/her duties on account of illness or accident, whether or not the absence arises out of or in the course of employment of the employee, the employee shall be credited with a total of one hundred (100) work days per year of paid sick leave, which will be in addition to accumulated sick leave accrued prior to the current year. Extended sick leave will be compensated at a rate of fifty percent (50%) of the bargaining unit member's regular salary.

4. Verification of Sick Leave and Extended Sick Leave

The District may require verification of personal illness and injury leave. Such verification requirement shall be in writing stating the reason(s) for such request. Employees shall provide the District with verification of extended sick leave irrespective of its duration. Such verification(s) shall be signed by a licensed physician of California.

5. Industrial Accident or Illness

Members of the bargaining unit absent from duty because of illness or injury resulting from an industrial accident qualifying for Workers' Compensation shall be entitled to paid industrial accident or illness leave not to exceed sixty (60) working days in any one (1) fiscal year or for the same illness or injury. Industrial illness or accident leave is to be used in lieu of paid sick leave and shall commence on the first day of absence. When entitlement to industrial accident or illness leave is exhausted, paid sick leave may then be used. Payment for wages lost on any day, when added to any Workers' Compensation award shall not exceed the employee's normal wage.

6. Pregnancy Disability

Members of the bargaining unit shall be entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Time on pregnancy disability leave is separate and distinct from Family Care and Medical Leave.

7. Parental Bonding Leave

Parental leave for the purposes of this Article shall be defined as

"leave for reason of bonding following the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member."

A. The District shall grant Parental Bonding Leave in accordance to child bonding under CFRA (effective January 1, 2016) and/or parental leave under California Education Code 44977.5 (effective January 1, 2017).
B. All full time and part time unit members who have been employed for 12 months with Moorpark Unified School District are entitled to utilize this leave.
C. New mothers are eligible to begin Parental Bonding Leave upon medical return to work document following pregnancy disability leave.
D. Where both parents are employees of the District, the District shall limit the period of bonding leave to twelve (12) total workweeks to be shared between the two (2) parents. This leave may be taken in increments of not less than two (2) weeks at a time.
E. Where allowable by law, FMLA and CFRA leave shall run concurrently with available leaves.
F. Unit members are highly encouraged to meet with the Personnel Office at least thirty (30) work days prior to taking pregnancy disability and/or new child-bonding/parental leave to clarify leave entitlements and timelines under current law.

8. Maternity or Paternity Leave

Leave of absence without pay shall be granted to a classified employee for maternity or paternity reasons for a period not to exceed six (6) months. Maternity or Paternity Leave shall run concurrently with Parental Bonding Leave and shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted shall be retained; however, vacation credits and sick leave credits shall not accrue during the unpaid period of absence. The unit member shall request such leave as soon as practicable, but under no circumstances less than one month prior to that date on which the leave is to begin, unless a verifiable emergency exists. All full time and part time unit members who have been employed for 12 months

with Moorpark Unified School District are entitled to utilize this leave.

8. Bereavement Leave

A. The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if more than 500 miles travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit.

B. The term immediate family shall mean for the bargaining unit member: spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchild, or any relative living in the employee's immediate household. The term immediate family will also include the child, mother, father, grandmother, grandfather and grandchild of the bargaining unit member's spouse or registered domestic partner.

9. Personal Necessity Leave

A maximum of ten (10) days of absence per year earned pursuant to the Personal Illness or Injury Leave provision of this Agreement may be used by a classified employee at his/her discretion for personal necessity reasons as listed below:

A. Death of a member of the employee's immediate family as defined in Section 8 above, when additional leave is required beyond that provided in the bereavement leave provision of the Agreement. (Absence code PN-A)

B. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family, as defined in Section 8 above, and which requires the immediate presence of the employee during the period of leave. (Absence code PN-B)

C. Appearance in any court or before any administrative tribunal as a

litigant other than a plaintiff, or witness under subpoena or any order made with jurisdiction. (Absence code PN-C)

D. Up to four (4) days of the ten (10) days may be used for reasons of other personal necessity – no reason given. Requests for leave under this section must be approved prior to the leave by the immediate supervisor, except in emergency cases. (Absence code PN-D)

E. Each calendar year, an employee in the bargaining unit may use up to a maximum of one half of the current years days of sick leave which the employee would normally earn under the Personal Illness and Injury Leave provision of this Article to tend to the illness of the employee's immediate family as identified in section 8. B. (Absence code PN-F)

1. This paragraph F does not extend the maximum period of leave to which an employee is entitled under Government Code section 12945.2 or the Federal Family and Medical Leave Act of 1993.

10. Jury Duty Leave

Employees called for jury duty must notify the District of service date(s) upon receiving said notice from the court.

Leave of absence without loss of pay shall be granted to classified employees called for jury duty for the time the employee is required to perform jury duty during regularly assigned working hours.
Employees on jury duty shall report to work after their release by the court on any day of jury duty provided that upon the employee's return to the work place, there will remain at least one hour of work-time after travel time. When one hour is not practicable as determined between the employee and the supervisor, the supervisor may approve additional release time. The employee will provide the District with documentation of actual attendance hours from the court.

Employees who work an evening shift and who are required by the court to perform jury duty during their non-work hours preceding their regularly scheduled evening shift, shall be released from that shift for

the same number of work hours as the employee was required to serve that day on jury duty.

Part-time employees who are regularly assigned to work four hours or less per day shall receive paid release time from work only during the actual hours served on jury duty.

The District shall pay the employee the regular rate of pay and the employee will submit to the District the jury fee received not to include fees received for meals, travel, and parking.

11. Military Leave

Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leave in writing and, upon request, to supply the District with "orders" and status reports.

A. Military Veteran's Sick Leave

1. In accordance with SB1180 Public School Employees: Military Veterans: Leave of Absence for Injury and Illness (effective January 1, 2017), all unit members who are military veterans with a military service-connected disability rated at 30% or more by the United States Department of Veterans Affairs, are entitled to take a total of twelve (12) days of paid leave for illness or injury for the purpose of undergoing medical treatment for their military service-connected disability in the first twelve (12) months of their employment with the School District. This benefit applies to the employees hired on or after January 1, 2017.
2. A unit member who is employed for less than a full fiscal year will be entitled to that portion of the 12 days' leave as the number of months he or she is employed bears to 12.
3. A unit member employed for less than 5 days a week shall be entitled to that portion of 12 days' leave as the number of days he or she is employed per week bears to 5.
4. This leave is in addition to any other leave which the unit member is entitled
5. Entitlement to this leave begins on the first day of the unit member's employment with the District and is available for

use for the following 12 months of employment. If the employee does not use the total amount of leave available during this 12-month period, the remainder will be forfeited.

6. The unit member is entitled to use this leave in increments of no less than one (1) hour so that the unit member's military sick leave hours' bank will be reduced only by the number of hours the unit member has used.

B. The District may require that the employee submit proof that the leave is used for treatment of a military service-connected disability. Such proof shall not include or reveal any medical diagnosis or any medical information otherwise prohibited by the law.

12. Leaves Without Pay

A. Leave of absence without pay may be granted by the Superintendent to a classified employee for a period not to exceed one (1) year for any of the following:
   - ♦ To attend school or college to be trained to improve the quality of service or prepare for promotion.
   - ♦ Other reasons authorized by the Superintendent.

B. Leave of absence without pay may be granted by the Superintendent, at his/her sole discretion, for up to four (4) days at a time for special events in the lives of bargaining unit members such as to attend weddings, graduations etc., or once-in-a-lifetime opportunities. Such leaves shall only be requested on an occasional infrequent basis and must be submitted for consideration no less then ten (10) work days in advance of the requested leave. Criteria for consideration shall include but not be limited to:
   - ♦ Impact on the District
   - ♦ Years of service of the employee
   - ♦ Type of request
   - ♦ Past history of requests

C. Authorized leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted shall be retained; however, vacation credits and sick

leave credits shall not accrue during the period of absence.

D. No leave shall be granted for the purposes of engaging in concerted union activities, employment for another employer, incarceration in jail or prison or other purposes for which leave provisions are available. The District may require an employee to use other leave, vacation time and/or floating holiday in lieu of leave under this section.

13. Family Care and Medical Leave

A. It is the intent of this Section to be consistent with Government Code section 12945.2, and final interpretive regulations adopted by the Fair Employment and Housing Commission, the Federal Family and Medical Leave Act of 1993. The terms of this Section shall be interpreted in a manner consistent with the above law and regulations. All leaves under Article IX, except pregnancy disability leave, that qualify as a leave under this section, shall run concurrently with any family care and medical leave taken.

B. An employee with twelve (12) or more months of continuous service with the District who is eligible for other employer provided benefits under this Article shall be granted, upon request, an unpaid family care leave up to a total of twelve (12) work weeks in any twelve (12) month period pursuant to the requirement of this Section. For purposes of this Section the term "family care leave" means either (1) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, foster care of the child by the employee, or the serious illness of a child of the employee, or the child of the employee's registered domestic partner; or (2) leave to care for a parent, spouse or registered domestic partner of the employee who has a serious health condition; or (3) leave for an employee unable to perform the functions of the position of that employee except for leave taken for disability on account at pregnancy, childbirth or related medical conditions.

C. This section may be reopened at the request of either party when the final state regulations have been adopted.

14. Catastrophic Leave

A. Definitions: Unit members may donate eligible accumulated leave benefits to a Catastrophic Leave "Bank". A unit member who meets eligibility requirements may apply for Catastrophic Leave benefits when the unit member or a member of a unit member's immediate family suffers from a catastrophic illness or injury.

1. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member to take time from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off, including any temporary disability benefits, if applicable.

2. "Eligible accumulated leave" benefits means sick leave and vacation accumulated by the donating unit member. "Entitlement to other sick leave" is not an accumulated paid leave benefit and is not eligible for donation. A unit member may not donate future vacation leave and sick leave that has not been accumulated.

3. "Extended period of time" is defined to mean more than sixty (60) consecutive workdays.

4. “Immediate Family Member” is defined to mean the unit member’s spouse, registered domestic partner, parents, parents-in-law, siblings, children, children of the employee’s registered domestic partner, and step-children.

B. Eligibility Requirements:

A unit member may apply for and receive Catastrophic Leave if all the following requirements are met:

1. Request
   The unit member submits a written request to the Assistant Superintendent, Personnel Services for leave and provides verification of the catastrophic injury or illness. The verification shall include a doctor's verification of illness and compliance with other eligibility requirements. The unit member's next of kin or registered domestic partner may make this request on behalf of a unit member that is unable to make such a request due to the catastrophic illness or injury. The request shall include a summary statement of the unit member's or immediate family member's situation. The summary statement may be published to request additional donations, if necessary.

   Only one request for Catastrophic Leave per school year will be considered by the Committee per unit member. No more than sixty (60) work days of Catastrophic Leave may be utilized by a unit member in a five (5) year period.

2. Committee Verification of Need
   A Catastrophic Leave Committee consisting of two (2) Association appointed members and the Assistant Superintendent, Personnel Services, must unanimously determine that the unit member is unable to work due to the unit member's or family member's catastrophic illness or injury; that the condition will necessitate the unit member's extended absence from work; that the extended absence from work will create a financial hardship; and that all other criteria are met.

3. Exhaustion of Leave
   The unit member has exhausted all available paid leave benefits, including any temporary disability benefits, if applicable.

4. Employment Status
   The unit member is a permanent employee.

5. Evidence of Accumulation of Sick Leave

The member has shown a pattern of accumulation of sick leave as evidenced by the accumulation of 50% of credited sick leave from two of the last three years. The Catastrophic Leave Committee may waive this provision in verified instances of continuing illness or accident.

C. Verification

The Catastrophic Leave Committee may request a variety of information to verify the catastrophic injury or illness of the unit member or unit member's immediate family member, including, but not limited to:

1. Diagnosis and/or prognosis from the unit member's or immediate family member's treating physician.

2. Estimated length of time the unit member will be unable to work due to unit member's or immediate family member's catastrophic illness or injury.

3. If immediate family member, justification of why the unit member is the only person available to care for the immediate family member.

4. Possibility of unit member's eligibility for disability retirement benefits if unit member's disability is likely to be permanent.

D. If the Catastrophic Leave Committee determines that the unit member is unable to work due to the unit member's catastrophic illness/injury, and all eligibility criteria are met, the request to receive donated eligible leave credit will be approved. Otherwise, the Committee will indicate the basis for denial of the request.

E. If the Catastrophic Leave Committee determines that the unit member is unable to work due to the catastrophic illness of an immediate family member, and all eligibility criteria are met, the request to receive donated eligible leave credit will be approved. In the event that a unit member has accumulated sick leave but has used all available Personal Necessity options, the Catastrophic Leave

Committee can authorize the use of accumulated sick leave for personal necessity by an eligible unit member prior to the use of leave from the Catastrophic Leave Bank. All accumulated sick leave must be used prior to use of Catastrophic Leave. ("Entitlement to other sick leave" is not an accumulated paid leave benefit and is not available for family illness leave).

F. Catastrophic Leave may be approved by the Committee, to a maximum of sixty (60) work days. The Catastrophic Leave shall be limited to the number of days in the Catastrophic Leave Bank. The Catastrophic Leave shall be compensated at a rate of 50% of the unit members regular daily salary. Catastrophic Leave benefits are only available to unit members and are not payable to employee family members.

G. Assistant Superintendent, Personnel Services will notify the unit member of the determination of the Committee. The Assistant Superintendent, Personnel Services will notify the Association of the request for donation of eligible leave credits, if approved, and the necessity for the additional donation of eligible leave credits if there is an insufficient amount of sick leave credits in the "Bank" to cover the unit member's anticipated absence. The notice shall include a donation form, which may be completed and signed, authorizing the transfer of eligible leave credits to the Catastrophic Leave Bank. The Association shall distribute the notice to unit members.

H. Donation of Eligible Leave Benefits

1. A unit member may donate a minimum of eight (8) hours of accumulated sick leave or vacation up to a maximum of twenty-four (24) hours. All donations shall be irrevocable.

2. A minimum of 15 days accumulated sick leave must be maintained in the donor's available sick leave balance immediately after the donation.

3. Transfer of leave credits will be honored only upon written authorization of the donor. The written authorization shall

acknowledge that the donor understands the transfer authorization is irrevocable.

4. The leave credits donated will be converted to a dollar value based on the donor's regular salary rate at the time of the donation. The value will then be converted to hours or days of sick leave for the unit member requesting Catastrophic Leave based on the current salary rate of the unit member.

5. The Catastrophic Leave Bank will hold a maximum balance equal to sixty (60) days leave credit at half pay for an employee at salary range 37, step 7 of unallocated leave at any time.

I. Continuation of salary from donated leave credits will not entitle the unit member to additional vacation or sick leave accrual, holiday pay, or "entitlement to other sick leave" pay. Once paid leave benefits have been exhausted, the unit member must physically return to work with the appropriate doctor's release authorizing the resumption of essential regular job duties and meet any other eligibility requirements to receive further compensation from paid leave benefits, including "personal illness and injury leave" and "entitlement to other sick leave".

J. The unit member shall not accrue seniority credit for the period of time on paid leave from donated leave credits.

K. The Assistant Superintendent, Personnel Services may request periodic updates on the unit member's or immediate family member's status to verify continued eligibility for donated eligible leave benefits. If the Assistant Superintendent deems that the employee is no longer eligible for Catastrophic Leave benefits, this leave will be discontinued.

L. Nothing in this section expands the purposes for which sick leave can be used under other applicable provisions of this Agreement, District Policy or applicable law.

M. Falsification of a request for Catastrophic Leave is grounds for discipline.

N. The decision to deny the bargaining unit member's request to receive donated eligible leave benefits is final and is not subject to the grievance procedure or any other procedure.

O. The Association agrees to hold the District harmless for any claims arising from the Catastrophic Leave Section.

P. In the event that a bargaining unit member's Catastrophic Leave is cancelled, any remaining days donated to the bargaining unit member shall remain in the Catastrophic Leave Bank and shall not be returned to those bargaining unit members who have donated them. These days shall be used to establish a reserve for days adequate to cover future requests for Catastrophic Leave.

ARTICLE X (10)
HOURS AND OVERTIME

1. Compensation for Overtime

A. All overtime work must be previously assigned and approved by a supervisor, defined as the manager in charge and not a member of a bargaining unit. Overtime shall be offered by the supervisor on a rotational seniority basis except when the supervisor determines that the need for the overtime is the result of an emergency, was not previously foreseeable, or not previously identified, or the need for the overtime is to complete work not completed by the employee assigned to do the work during the employee's regular or additional work hours, or the work requires a specific need and/or experience level which offering the work on a rotational seniority basis would not provide.

B. The supervisor shall keep a log indicating overtime/compensatory time off eligibility for each worksite. This log shall be accessible to worksite unit members upon request. The employee shall be given a copy of either the Compensatory Time Record or the Classified Employee Time Sheet, as appropriate, indicating the decision made for compensation.

C. At the time that additional work/overtime work is offered, the supervisor shall specify whether the offer is for additional work, or overtime work. In the case of overtime work, the employee and supervisor shall mutually agree whether the overtime work will be compensated by overtime compensation or compensatory time off. Employees who accept additional work shall also come to a mutual agreement with his/her supervisor whether he/she shall receive compensatory time off or if the additional hours worked shall be compensated at their regular rate of pay. If the employee accepts the work as offered, the supervisor and the employee shall so indicate on the Compensation Time Record or the Classified Employee Time Sheet, as appropriate, before or immediately after the assignment is made. Acceptance of the method of compensation for overtime work shall not later be changed or withdrawn except by mutual agreement of the District and the employee.

D. Compensation for overtime shall be at the rate of time and one-half the regular rate of pay. Overtime is any time required to be worked in excess of eight (8) hours in any one (1) work-day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from the work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.

2. Compensatory Time

A. The amount of accumulated compensatory time shall not exceed forty-eight (48) hours. In the event that a unit member acquires forty-eight (48) hours of compensatory time, any additional work time shall be paid as follows:

- Straight time for up to eight (8) hours worked per day, or
- Time-and-a-half for hours worked over eight (8) hours per day or forty (40) hours per week.

A unit member who is offered additional work time for

compensatory time off, must notify the supervisor at the time of the offer that the employee's acceptance of such offer will cause the member to exceed forty-eight (48) hours of accumulated compensatory time.

B. Compensatory time off shall be scheduled by mutual agreement of the unit member and the supervisor with the intent of the employee having a balance of zero (0) compensatory time off by June 30th of each school year. In the event that all compensatory time is unable to be used by June 30th, a maximum of sixteen (16) hours may be carried over to the subsequent fiscal year.

3. Workweek

Except as provided in Paragraph 4 below, the workweek of a full time unit member shall consist of any five (5) consecutive days of eight (8) hours per day and forty (40) hours per week, unless the unit member and the District agree in writing that the District may change the work week to a workweek mutually acceptable to the unit member and the District for a specified period of time.

If the workweek that the unit member is assigned to or consents to would cause the unit member to lose a holiday to which he or she would otherwise be entitled, the District shall provide either a substitute holiday or adjust the work hours to provide the same eight hour holiday provided to other unit members. Such substitute holiday shall be mutually agreed upon by the unit member and supervisor.

4. Four Day Workweek

The District and a full-time unit member may mutually agree in writing to the workweek described below which is an alternative to a five (5) day eight (8) hour-a-day workweek. Such agreement may be permanent until mutually agreed otherwise, or it may be for a mutually agreeable temporary period of time.

A unit member and the District may agree that the unit member will work four consecutive ten-hour days in each seven (7) day week pursuant to Education Code section 45132. Paragraph 1D above notwithstanding, when a four-day workweek is established, the

overtime rate shall be paid for all hours worked in excess of the required 10 hour work day, and for hours worked on the fifth (5th), sixth (6th), and seventh (7th) days following the last day of the four-day workweek, at a rate equal to 1 ½ times the regular rate of pay for the unit member designated and authorized to perform the work.

5. Workday

   The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions of this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, unless the employee and the District agree in writing that the District will temporarily adjust the workday for so long as the adjustment is mutually acceptable to the employee and the District.

6. Adjustment of Assigned Time

   Any part-time bargaining unit member who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of at least twenty (20) consecutive working days or more with the pre-authorization of the employee's immediate supervisor, defined as the manager in charge and not a member of a bargaining unit, shall have his/her regular assignment adjusted upward to reflect the longer hours worked effective with the next pay period. Any part-time employee who is paid in fifteen minute work increments, works an average of fifteen (15) minutes per day or more in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more with the pre-authorization of the employee's immediate supervisor, defined as the manager in charge and not a member of a bargaining unit, shall have his/her regular assignment adjusted upward to reflect the longer hours worked effective with the next pay period. This paragraph does not authorize or require the adjustment of assigned time as a result of short-term assignments of limited duration as defined in Education Code section 45103.

7. Less Than Full-Time Classified Employees' Compensation for Overtime

   An employee working an average workday of five (5) hours or less during the workweek shall, for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the member's workweek, be compensated for at a rate equal to 1 ½ times the regular rate of pay of the unit member designated and authorized to perform the work.

8. Rest Periods

   A. All full-time bargaining unit members will be granted a duty-free rest period of fifteen (15) minutes for every four (4) hours of work which, insofar as practicable, shall be at the midpoint of each work period.

   B. All bargaining unit members who work three and one-half (3.5) hours and less than four (4) hours will be granted a duty-free rest period of ten (10) minutes, which insofar as practicable, shall be at the midpoint of each work period.

   C. Rest periods may not be combined with lunch breaks or taken at the beginning or end of an employee's work shift.

9. Lunch Periods

   Employees shall be entitled to an unpaid duty-free lunch period after the employee has been on duty for three and three-quarters (3-3/4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half (1/2) hour and shall be scheduled at about the midpoint of each work shift. The lunch period may be waived by mutual agreement of the employee and supervisor for work shifts up to 6.00 hours. A duty-free lunch period is mandatory for work shifts greater than 6.00 hours.

10. Summer School Employment

   A. When work normally and customarily performed by bargaining unit members is required to be performed at times other than the regular August through June academic year, the work shall be first offered to bargaining unit employees in the appropriate general or specific

classification(s) as are selected by the District in its sole discretion. Any summer school positions shall be posted as vacancies.

B. Assignments shall be made on a rotational seniority basis within the general or specific classifications selected by the District pursuant to the District's current posted seniority list and the prior three (3) years of summer school assignments.

D. A bargaining unit employee shall receive, on a pro-rata basis not less than the compensation and benefits which are applicable to that classification during the regular academic year. All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purposes of this agreement.

ARTICLE XI (11)
HOLIDAYS

1. Holidays

A. The District agrees to provide all eligible bargaining unit members subject to the conditions contained in this Article with the following paid holidays subject to the conditions contained in this Article:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
December 24
December 25
1 Floating Holiday to be taken at the unit member's discretion
2 Holidays declared by the District (one of days in lieu of Lincoln's Day)

Note: At least one of the holidays declared by the District will be scheduled to provide a three-day weekend.

B. Holidays shall be taken on days when the schools of the District are closed.

C. If any holiday on which the public schools would be required to close falls under federal law on a date different than that above, the Governing Board may close the schools on the federal date and hold classes on the date otherwise scheduled for the holiday.

2. Additional Holidays

Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving or holiday when the public schools of the District are scheduled to be closed, or any day declared a holiday by the Governing Board when the schools of the District are scheduled to be closed shall be a paid holiday for all employees in the bargaining unit. However, any such holidays will be paid holidays only if the employee was scheduled to work on the day declared as a holiday.

3. Holidays on Saturday or Sunday

A. Normally when a holiday, on which the schools of the District are scheduled to be closed, falls on a Saturday, the holiday on which the schools will be closed will be the previous Friday. When any holiday on which the schools of the District will be closed falls on a Sunday, the schools of the District will be closed on the following Monday.

B. When December 24th falls on a Sunday, the District will schedule the holiday on December 26th unless school is in session. If school is in session, another day will be scheduled for a holiday.

4. Effect of Holidays on Work Year Calendar

A. The District will meet with CSEA to receive its input, recommendations and/or suggestions prior to adopting a work year calendar for the following school year. Such calendar will include the above holidays in a manner consistent with this Article.

B. Except for Veteran's Day, the Governing Board may adopt a

resolution revising the date upon which the schools of the District will close in observance of any of the above holidays except Floating Holidays, the day after Thanksgiving and December 25.

5. Holiday Eligibility

Unit members not normally assigned to duty during the holidays of December 24 or the rescheduled date, December 25, and January 1, shall be paid for those holidays provided that they were in a paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period. When a unit member is required to work on any said holidays, the member shall be paid at the rate of time and one-half in addition to the regular rate of pay. Except as otherwise provided in this paragraph, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

6. Floating Holiday

An eligible employee may elect to take one (1) Floating Holiday per school year. To be eligible for the Floating Holiday, a unit member must complete the probationary period as defined in Article VII, Section 1.

When requesting a Floating Holiday, the unit member shall submit a written request to his/her immediate supervisor at least five (5) work days in advance. Based on the needs of the District, the immediate supervisor may approve the request or ask the employee to reschedule the Floating Holiday to a mutually agreeable time.

ARTICLE XII (12)
VACATION PLAN

1. Eligibility

All bargaining unit members shall earn paid vacation time under this Article. Vacation benefits are earned monthly on a fiscal-year basis, July 1 - June 30. Earned vacation shall not become a vested right until completion of the initial six months of employment. Probationary unit members shall not be permitted to take vacation during this initial six month period.

2. Paid Vacation

A. Vacations of more than three (3) days in duration shall be requested in writing no less than ten (10) work days in advance by the bargaining unit members and to be approved by their immediate Supervisor consistent with the reasonable needs of the District's work requirement. If there is any conflict between unit members within the same department regarding vacation scheduling, the unit member who submitted the vacation request first shall be given priority. If both unit members submitted their vacation requests at the same time, the unit member with the greatest bargaining unit seniority shall be given his/her preference.

B. For school-year employees, vacation time earned will be paid out in equal payments on monthly paychecks.

C. Pay for vacation days for all bargaining unit members shall be paid at the same base rate as that which the unit member would have received had he/she been in paid working status.

3. Earned Vacation

Vacation days that will be accrued for the current fiscal year shall be credited to eligible bargaining unit members on July 1 annually, or upon hire in the case of new employees; however, those vacation days shall continue to be earned on a monthly basis according to the schedule in paragraph 5.

4. Vacation Carry-Over

A. A bargaining unit member may elect to carry over a limited number of vacation days into the subsequent fiscal year in accordance to the chart in paragraph 5.

B. When it appears that a unit member is approaching the maximum number of vacation days, or will do so within the current school year, the supervisor and the unit member shall meet and attempt to mutually schedule agreeable vacation times. If the unit member does not agree to take vacation or insists on taking vacation at a time when it will interfere with the operations of the District, the

supervisor may require the unit member to take vacation days at specified times in only those amounts necessary to prevent the unit member from exceeding their maximum vacation accrual of current year earned vacation plus carry-over. If due to unforeseen circumstances vacation days are accumulated above the carry-over limit, the extra days will be paid out by the District at the end of the fiscal year to keep the unit member under the maximum.

5. Maximum Vacation Limits (vacation entitlement plus carryover)
The following chart reflects the maximum allowable earned vacation and carryover that a bargaining unit member may have on the books on July 1 of any given year.

	Earned Vacation (Days/Year)				Maximum Carryover Days	
Employment Year	12-Month Employee	11-Month Employee	10-Month Employee	School-Year Employee	Monthly Employees	School-Year Employees
1	10	9	8	8	5	Earned vacation days will be equalized and paid throughout the school year, therefore carryover does not apply.
2	10	9	8	8	5	
3	10	9	8	8	5	
4	15	14	13	13	5	
5	15	14	13	13	5	
6	15	14	13	13	10	
7	15	14	13	13	10	
8	15	14	13	13	10	
9	15	14	13	13	10	
10	15	14	13	13	10	
11	15	14	13	13	15	
12	15	14	13	13	15	
13	15	14	13	13	15	
14	15	14	13	13	15	
15 or more	20	18	17	17	15	

6. Holidays

When a paid holiday falls during the scheduled vacation of a unit member, such paid holiday shall not be counted as a vacation day.

7. Vacation Postponement

A. If a bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time.

B. If for any reason the District denies a previously approved vacation, the amount disapproved shall, at the option of the unit member, be additionally accumulated and used prior to the following year or be paid.

8. Interruption of Vacation

A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

9. Vacation Pay Upon Resignation/Termination

A. Upon resignation/termination, the unit member shall be entitled to lump-sum compensation for all earned and unused vacation, except that unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

B. If an employee is resigns or is terminated and had been granted vacation which was not yet earned at the time of resignation/termination of his/her services, the employer shall deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation taken.

ARTICLE XIII (13)
DISCIPLINE

1. Definition

The term discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, or demotion, except a layoff for lack of work or lack of funds. The term "discipline" specifically does not include adverse or negative evaluations, directives and/or the implementation of other Articles in the Agreement such as the denial of any leave.

2. List of Disciplinary Causes

A permanent employee in the bargaining unit may be disciplined by the District for just cause. The term "Cause" as defined by Board Policy shall include, but not be limited to, the following:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(C) or 1192.7(C)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

Mandatory Termination Offenses

The causes for disciplinary action are identified in Board Policy. The specific reasons for which the law prohibits the District from exercising discretion and requires the District to terminate the employment of a bargaining unit member are:

- A plea of guilty or nolo contendere, or a verdict or finding of guilty by a court or jury of any sex offense as defined in Education Code section 44010 unless such conviction is reversed, and the unit member thereafter acquitted, or the charges dismissed.

- A plea of guilty or nolo contendere, or a verdict or finding of guilty by a court or jury of any controlled substance offense as defined in Education Code section 44011 unless such conviction is reversed, and the unit member thereafter acquitted, or the charges dismissed, or the District Governing Board finds on the evidence that the unit member has been rehabilitated for at least five (5) years.

- The unit member has been determined to be a sexual psychopath under California or any other state law, unless such determination is reversed and the unit member found not to be a sexual psychopath in a subsequent proceeding, or the proceeding to make this determination is dismissed.

- Probationary unit members convicted of violent or serious felonies as defined in Education Code sections 45122.1 and Section 667.5 or its successor of the Penal Code unless the conviction is reversed, and the unit member thereafter acquitted, or the charges dismissed, or the unit member has procured a pardon or certificate of rehabilitation.

3. Statute of Limitations

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

4. Letters of Warning and Reprimand

Discipline shall normally be for corrective purposes. Discipline of an employee whose work or conduct is of such character as to incur discipline shall normally be preceded by a verbal and a written letter of reprimand. Such a letter of reprimand shall state the area of concern and the work or conduct that is expected of the employee. The supervisor shall normally give a reasonable period of warning to permit the employee to correct the deficiency before incurring further disciplinary action. An employee shall be provided a copy of any letter of warning or letter of reprimand not less than ten (10) calendar days before the document is placed in the employee's personnel file. The employee's written response to any letter of warning or letter of reprimand will also be placed in the employee's personnel file.

5. Employee Notice

Prior to the taking of discipline, the Superintendent, or his/her designee, shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the employee at least ten (10) calendar days prior to the date when discipline may be imposed. Service by certified mail shall be deemed complete on the date of mailing and shall constitute service for purposes of this Article. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served.

The contents of the written notice shall include at least the following:

A. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.

B. The specific disciplinary action proposed and effective date(s).

C. The causes(s) or reason(s) for the specific disciplinary action proposed.

D. A copy of the applicable regulation(s) where it is claimed a

violation of regulation(s) took place.

E. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served.

F. A statement that the employee, upon request, is entitled to appear personally before the Superintendent or his designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

G. A statement that the employee, upon request, is entitled to a full evidentiary hearing before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was served, if a hearing is not requested. The statement also shall indicate that no full evidentiary hearing shall be held unless notice is delivered to the Superintendent within ten (10) calendar days after the date the written notice of proposed disciplinary action was served.

6. The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within ten (10) calendar days of the written notice of proposed disciplinary action.

   In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired.

   By demanding a hearing, the employee waives all rights under the grievance procedure in this Agreement.

7. If a full evidentiary hearing is requested, either a panel chairperson or

a hearing officer, shall conduct the hearing and shall rule on questions, evidence, and procedure.

The employee shall have the right to appear in person on his/her own behalf, with counsel or such representation as he/she requests to present his/her defense at the employee's expense.

Either party may call witnesses, introduce evidence, testify, and question witnesses.

The District has the burden of proof and shall first present evidence and testimony.

Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party.

Hearings will be recorded at the request of either party. The cost of a court reporter, if requested by either party, shall be borne by that party unless the non-requesting party requests a copy of the transcript, in which case, the parties shall divide equally the cost of a court reporter and transcription of the record of the proceedings.

8. Evidentiary Hearing by Panel

The following hearing procedures shall apply only in the case of short-term suspensions without pay for a total of thirty (30) of the employee's work days or less or in the case of other discipline if the District and the employee agree.

A. The District shall convene a hearing panel composed of three (3) District management employees from a list of those willing to serve on a hearing panel. The District and CSEA will first agree on the selection of one panel member from the list. If the parties cannot agree on one member, then the parties will each select one member and flip a coin to determine which of the two will be the first panel member. Then CSEA will select one member from the list and the District will select one member.

B. The three selected members shall receive joint training in their duties by both the District and a CSEA representative prior to the hearing.

C. The panel members must be selected within ten (10) workdays of the date of receipt by the District of the demand for hearing in order to become a member of the panel. Employees who directly or indirectly supervise the employee, who recommended the discipline, who witnessed the alleged misconduct, or who are unavailable to serve as a panel member within the time period provided, are not eligible for membership on the hearing panel. The Superintendent shall not serve as a member of the hearing panel.

D. The hearing shall otherwise be held in accordance with paragraph 5.F except that it shall normally be held within fifteen (15) workdays from the time the panel is determined.

E. Within five (5) workdays following the conclusion of the hearing, the hearing panel shall make a joint written recommendation including findings of facts and conclusions as to whether to approve the discipline and the recommended penalty or a less severe penalty, or to dismiss the case for lack of evidence. If the joint decision is to dismiss the case, that decision shall be final and binding. In no case may the hearing panel recommend a more severe penalty than that proposed in the notice.

F. If two of the three members of the hearing panel cannot agree on whether to uphold the discipline and/or the appropriate penalty, only the unresolved issue(s) shall be submitted in writing to the Superintendent for determination.

9. Procedures for Full Evidentiary Hearing by Hearing Officer

The following hearing procedure shall apply in the case of suspensions of greater than thirty (30) days or termination, unless otherwise agreed by the parties. The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be selected by mutual agreement of the parties within ten (10) workdays of the date the District receives the written demand for a hearing. For purposes of this

Article, a workday is any day in which the Administrative Office of the District is open for business. If the parties do not agree on a hearing officer, they shall request a list of hearing officers from the American Arbitration Association (AAA), and strike names pursuant to AAA rules. The hearing will normally be held within thirty (30) calendar days of the date of receipt of the written demand for a hearing unless the parties mutually agree to a continuance of the hearing, or the hearing officer cannot be available within that period of time. AAA rules shall apply. The expense of a hearing officer will be borne by the District.

10. Action by the Board

    The recommendation of the hearing officer, the hearing panel, or the Superintendent shall be submitted to the Board of Education and shall be in writing, summarizing the facts, setting forth finding of facts, conclusions, and making a recommended decision.

    The decision of the hearing officer, the hearing panel, or the Superintendent shall be final unless the Board of Education within five (5) workdays following receipt of the decision, determines to review further the proceedings of the hearing with a view toward making its own findings and conclusions in the matter. The findings and conclusions of the Board of Education will be made within thirty (30) calendar days after the decision to review the matter, and such findings and conclusions will be final.

11. Nothing in this Article precludes a mutual written agreement between the District and the employee to a voluntary suspension without pay for a period of less than the recommended period of suspension, to a suspension without pay in lieu of a recommendation for termination of employment, or to a demotion in lieu of other recommended punishment. If the District believes that the agreement will serve a rehabilitative purpose, the District may, but is not required to enter into such an agreement.
12. Unless otherwise defined, a workday is a day that the District is open for business.

ARTICLE XIV (14)
GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner in an atmosphere of courtesy and cooperation.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

1. Definition
   A. A "Grievance" is a formal written allegation by a grievant and/or the Association that there has been a violation of the contract.

   B. A "Grievant" shall mean an individual employee in the bargaining unit, a group of employees having the same grievance, or the Association on behalf of its membership alleging a grievance.

   C. A "Day" is any day in which the administrative office of the Moorpark Unified School District is open for business.

   D. The "Immediate Supervisor" is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.

   E. A “Union Steward” is a bargaining unit member designated by the Association, and trained to assist the grievant in the grievance process.

2. General Provisions:

   A. If a grievant does not present a grievance or appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be considered resolved.

B. If a District representative does not render a decision to the grievant within the time limits, the grievant may, within the time limits starting the day after the District's representative's last day to respond, appeal to the next level in the procedure.

C. Right of Representation: The Association and/or a Union Steward shall have the right to represent grievants at all levels of the grievance procedure.

D. Grievance meetings will be conducted at a time that will provide an opportunity for the grievant to be present with no loss of pay or benefits. With mutual agreement by the parties, additional persons may participate in the meeting with no loss of pay or benefits to provide relevant information.

E. If any two or more employees have essentially the same grievance at a concurrent time, the grievances may be consolidated and processed collectively.

F. When the grievant is a group of more than two (2) employees, and all grievants wish to be present at grievance meetings or conferences, every attempt shall be made to schedule the meetings or conferences to be least disruptive to District operations.

G. The grievants may choose to appoint one (1) representative for each three (3) grievants to speak for the collective group at grievance meetings or conferences; in such instances, grievance meetings or conferences shall be scheduled during normal work hours. Every attempt shall be made to schedule the meetings or conferences to be least disruptive to District operations.

L. Rights upon Submission of Grievances

1) No reprisals of any kind shall be taken by the Superintendent or by any member of representative of the administration or Board of Education against any employee or group of employees or any member of the Association for participation in the grievance

procedure.

2) No records regarding processing of a grievance shall be entered into any employee's personnel file.

3) Grievances will be processed in accordance with the following steps:

a. Informal Level
   Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.
b. Formal Level
   Level 1
   If the grievance is not settled at the informal level and the grievant wishes to pursue the matter, the grievant shall present the grievance, in writing on the appropriate District classified grievance form, to the immediate supervisor within twenty (20) days upon the conclusion of the informal level. The written information shall include:
   a. A description of the specific grounds of the grievance including names, dates, and places necessary for complete understanding of the grievance.
   b. A listing of the provisions of this Agreement, which are alleged to have been violated.
   c. A listing of the specific action(s) requested of the District which will remedy the grievance.

   The immediate supervisor shall communicate a decision to the grievant in writing within fifteen (15) days after receiving the grievance with a copy to the Association.

Level II
If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days appeal the decision on the appropriate District classified grievance form to the Superintendent or their designee. This statement shall include a copy of the original grievance and appeal, the decisions

rendered and a clear, concise statement of the reason for the appeal. The Superintendent or his designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If a conference is held, the Superintendent or their designee shall communicate a decision within ten (10) days of the date of conference.

Level III

a. If a grievance is not resolved at Level II, the grievant may appeal the decision by requesting arbitration through notice to the Association. If the Association concurs with the grievant's request for arbitration, the Association shall within twenty (20) days of the decision at Level II submit a written request for arbitration to the Superintendent.
b. An arbitrator shall be selected by the mutual agreement of both parties. If the parties cannot agree upon an arbitrator, the District shall request the State Mediation and Conciliation Service supply a list of seven (7) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.
c. The costs of arbitration shall be borne as follows:
    1. The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.
    2. During any arbitration hearing conducted under this Agreement, the District agrees to release unit members without loss in compensation up to a single grievant and up to two (2) witnesses, unless otherwise mutually agreed between the parties.
    3. Qualified stenographic reporter shall be employed to record verbatim the hearing. The District and the Association shall share equally in the payment for the services and expenses of the stenographic reporter.
d. Powers and limitations of the arbitrator shall be as

follows:

1. The functions of the arbitrator shall be:
    a. To hold a hearing concerning the grievance, and
    b. To render a binding decision, within a reasonable period of time.

    2. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.

    3. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.

4. The decision rendered by the arbitrator shall be final and binding.

ARTICLE XV (15)
SALARIES

1. Salary

The District and CSEA agreed to the following increases in compensation for the 2025-2026 school year:

- On-schedule increase of 3% to the classified salary schedule, retroactive to **January 1, 2026.**

- The following classified salary schedule adjustments, beginning July 1, 2026:

- Accounting Specialist from range 32 to 34
- Child Development Associate - from range 28 to 30
- Child Development Specialist - from range 31 to 36 (create range 36)
- Child Development Site Supervisor – from range 34 to 42

2. Salary Verification & Correction

A. The District will annually send to unit members a letter detailing the compensation to which they are entitled.

B. Unit members will be required to either verify with their signature the accuracy of the compensation set forth and return the verification to the District by the beginning of the next payroll period following receipt of the letter, or to notify the District immediately, and before the next payroll period following receipt of the letter, of any errors in their compensation.

C. The parties agree the District shall distribute yearly Salary Verification Notices to all bargaining unit members in the beginning of each November. Errors reported by unit members will be investigated by the District, and if the unit member is entitled to earned but unpaid compensation, such compensation shall be paid retroactively to the date of the error, but in no case, before the prior year's verification.

D. If, as a result of the investigation of an alleged error reported by a unit member, it is determined that the unit member has been overpaid by the District, the District will follow all applicable laws and education code pertaining to reimbursement of wage overpayment.

E. The terms of this Agreement shall not be used by it in any administrative or judicial tribunal to allege a claim or to evidence any claim or complaint that the District committed an unfair practice

charge, or violated the Agreement or any other law or regulation, or that this Agreement is evidence of the District's practice or policy regarding retroactive payment of earned but unpaid compensation prior to the execution of this Agreement by the parties.

F. The parties also agree that this Agreement contains the sole and only agreements between the parties regarding the retroactive payment of earned but unpaid compensation, and that neither party has made any other oral or written promises to the other regarding the subject of retroactive unpaid compensation.

3. Longevity

Classified bargaining unit employees shall receive the following additional monthly longevity compensation according to the following schedule:

After:

10 years	15 years	20 years	25 years
$197/mo	$211/mo	$238/mo	$299/mo

The stipend will be prorated for bargaining unit employees who work less than a forty- hour work week and/or less than one full school year.

4. Call Back Time

A. Members of the bargaining unit who are called back and do return to work at any time other than during their regularly assigned working hours will receive a minimum of two (2) hours pay at their regular rate of pay. Employees are required to return to work if directed by a supervisor in an emergency situation.

5. Differential Pay

A. Regular employees who work subsequent to 6:00 p.m. and prior to 7:00 a.m. shall be paid at a monthly rate of $40.00 more than daytime rate for that class (all lead personnel shall receive $50.00). If such shifts normally occur less frequently than five (5) days per week, such higher rates shall be paid only for those days on which such shifts occur.

B. Persons working less than an eight (8) hour assignment and paid hourly will receive a prorated differential.

C. Bargaining unit employees regularly assigned to work on Saturday or Sunday shall receive a monthly rate of $40.00 more than the regular rate of pay for the class for the period of the weekend assignment.

D. A unit member, who is assigned to work prior to 7:00 a.m. or subsequent to 6:00 p.m. by their supervisor, will receive the differential pay as defined above. A bargaining unit member who receives a pay differential and who is temporarily assigned by their supervisor to a non-differential-eligible-assignment will continue to receive the differential pay for that temporary time period.

E. A unit member who requests to work an alternate work schedule that is prior to 7:00 a.m. or subsequent to 6:00 p.m., and their request is approved by the department/site supervisor to work the revised work schedule, is not eligible to receive differential pay.

6. Out-of-Class Work

A member of the bargaining unit shall not normally be required to perform duties not a part of or related to their classification unless those duties reasonably relate to those fixed for the position by the Governing Board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period unless the unit member is assigned to work in a higher classification and is paid at the higher classification at the step which reflects the least increase in addition to a 5% increase for the full period of time in which the unit member is assigned to work in a higher classification in excess of the period described above.

7. Anniversary Date Increments

A. Unit members employed prior to July 1, 1999

All unit members employed prior to January 1, 1982, shall be granted step increases on the first day of the month following their anniversary date of hire beginning January 1, 1983. Unit members employed after January 1, 1982, and thereafter, will be granted step

increments on the first day of the month following their anniversary date. No unit members shall serve more than a twelve (12) month period at any step of the salary schedule because of the implementation of the provision.

B. Unit members employed after July 1, 1999
Unit Members hired by the District whose first date of paid service is on or after July 1, 1999, shall be assigned a first anniversary date of hire which shall be the next succeeding July 1. In order to receive credit for one year of service, for purposes of an anniversary increment, the employee must have completed seventy-five percent (75%) of the employee's work year. Seventy-five percent (75%) of the work year shall equal seventy-five percent (75%) of the days assigned in the employee's full work year.

8. Tool Allowance for Lead Mechanic and Mechanic
The District shall provide a monthly allowance of $125.00 for the Lead Mechanic and Mechanic.

9. Bilingual Stipend
A. The District may designate certain positions requiring bilingual skills. During the initial implementation of this Article, the District shall consult with the Association regarding the designation of positions requiring bilingual skills. Bargaining unit members in positions that are designated by the District as bilingual shall receive a $750.00 per year stipend. The stipend will be prorated for employees who work less than a forty-hour work-week and/or less than one full school year. For purposes of calculating the bilingual stipend, a school year shall be defined as the period from the start of school in September to the last day of school in June.

B. Bargaining unit members in such designated positions shall be required to take and pass the District's bilingual proficiency test. Bargaining unit members in positions designated by the District who pass the test shall receive the stipend effective the day after taking the test.

10. Specialized Health Care Stipend

Instructional Assistants who possess the required training and qualifications and are assigned by the District to perform specialized health care procedures to one or more students for a period of time in excess of thirty (30) consecutive work days shall receive a stipend of $2.00 per hour for the period of the assignment during which such duties are actually performed. The District shall provide any required training if the Instructional Assistant to be assigned to perform specialized health care procedures has not previously acquired such training or performed such procedures. An assignment to perform specialized health care procedures will not be the basis for an increase in an employee's normal assigned work time on a regular basis, and employees assigned to perform specialized health care duties shall not be entitled to continue to perform such duties and/or receive the stipend beyond the period of the assignment. Specialized health care procedures which qualify for this stipend include, but are not limited to, catheterization, oxygen administration and flow monitoring, glucose monitoring, injections, operating suctioning equipment, appropriate assistance for students with difficulty eating, or who require at least weekly if not daily assistance with toileting/ diapering and related bathing/clean-up, regular lifting/moving/positioning of disabled students into standers, wheelchairs and other apparatus, and other specialized health care duties as determined by the District.

11. Degree Stipends:

A. Bargaining unit members who possess an earned Associate of Arts degree shall be paid a yearly stipend of two hundred fifty dollars ($250.00) while those who possess an earned Bachelor of Arts degree shall be paid a yearly stipend of four hundred dollars ($400.00) and while those who possess an earned Master's degree shall be paid a yearly stipend of seven hundred and fifty dollars ($750.00) which shall be paid monthly each year of employment after filing official transcripts on or before June 15th with the Personnel Department. No form of document other than the official transcripts shall represent evidence for payment. If transcripts are submitted after June 15st, payment shall commence the next school year.

B. The stipend will be prorated for employees who work less than a forty-hour workweek, or less than one full school year. For purposes of calculating the professional learning stipend, a school year shall be defined as the period from the start of school in September to the last date of school in June.

12. Bus Driver Instructor License

Bus drivers holding a state bus driver instructor license and utilizing it for District business such as classroom training, inservice training, behind the wheel training (per Ed. Code), maintaining DOT records, maintaining records for licensed drivers and trainees in accordance with CA education and training regulations, and ensuring District drivers are qualified and properly trained will receive a stipend of $500 per month.

13. Salary Augmentation for Building Inspector

A. When an employee is serving as a Skilled Maintenance Inspector, Range 42, and possesses the Department of the State Architect Inspector's license and is directed by the District to perform building inspection service for the District, the employee's salary shall be augmented as follows:

For a Class I license the employee shall receive an additional five dollars ($5.00) for each hour of service as an inspector.

B. The District shall make a reasonable effort to fairly distribute hours/work assignments among those employees eligible and available to perform the work.

C. The hourly augmentation shall not be paid for inspector services that may be performed without the appropriate inspector's license.

D. The hourly augmentation will be effective on March 1, 2000.

ARTICLE XVI (16)
PROFESSIONAL LEARNING

1. Purpose: It is the intent of this program to encourage members of the bargaining unit who make a conscious effort to improve their effectiveness as an employee of the Moorpark Unified School District. Professional learning is supported by the District in an effort to retain and extend high standards for classified employees.
2. Definition: Professional learning is a purposeful engagement in an approved educational seminar or activity for the purpose of gaining new skills and/or improving skills directly related to the employee's current job assignment.
3. Eligibility: All bargaining unit members are eligible to apply. Requests for professional learning are to be submitted to the employee's immediate supervisor for required approval prior to registration and attendance. If a bargaining unit member's request for professional growth is denied, she/he may appeal to next level supervisor. Professional learning opportunities that support our District mission and values will be authorized as long as funds are available.

4. In-service Training Day: The District may alter the starting time of classified employees work day for in-service training day. The District shall give a one-week notice to those employees who would be required to change their work schedule for in-service training. If time spent for in-service training is less than the employee's regularly assigned work day, the employee shall be required to work the remaining portion of their regular work day. The employee shall receive the regular rate of pay for the in-service training day.

5. Whereas the District is required by the United States Department of Agriculture (USDA) to provide minimal training to all new and current school nutritional employees on an annual basis. USDA has established minimum professional standards requirements for school nutrition professionals who manage and operate the National School Lunch and School Breakfast Programs. The minimum professional standards, a key provision of the Healthy, Hunger- Free Kids Act of 2010 (HHFKA), aim to institute minimum education standards for

new State and local school nutrition directors as well as annual training standards for all school nutrition professionals. These standards will ensure school nutrition personnel have the knowledge, training, and tools they need to plan, prepare, and purchase healthy products to create nutritious, safe, and enjoyable school meals. As such, all Child Nutrition employees shall attend two (2) mandatory half-day continuing education/training not to exceed four (4) hours in addition to the District In-service Training Day. All employees shall be compensated at their regular hourly rate.

ARTICLE XVII (17)
HEALTH, VISION, AND DENTAL BENEFITS

1. Health Benefits

   A. The District shall offer health and dental care benefits through the California's Valued Trust (CVT) to eligible bargaining unit members and their dependents unless the parties mutually agree to change to a different provider organization.

      The District shall offer vision care benefits through the Alameda County Schools Insurance Group (ACSIG) to eligible bargaining unit members and their dependents unless the parties mutually agree to change to a different provider organization.

   B. The District shall offer coverage in one (1) or more Health Maintenance Organization(s) in addition to one (1) or more PPO plan to those eligible bargaining unit members who request such coverage for themselves and their dependents. New eligible classified employees who are hired to begin service after June 30, 2018, shall be limited to the Kaiser HMO insurance plan and shall, upon reaching two

consecutive years of service, have the option to change plans or remain with Kaiser during the open enrollment period.

C. The District shall pay the cost of the elected coverage for eligible bargaining unit members and their dependents each year during the term of this Agreement at an amount that shall not exceed the premium cost of the coverage under the plans offered by CVT and ACSIG. The District and the Association agree that health, dental, and vision care benefit changes are mandatory subjects of negotiations.

D. Any monetary contribution to the cost of coverage made by a bargaining unit member, and the terms and limits of such a contribution, shall be negotiated on an annual basis. Effective November 1, 2021:

i. Eligible bargaining unit members hired to begin their first day of service on or after July 1, 2022, shall be limited to the Kaiser HMO insurance plan and shall after two consecutive years of service, have the option to change plans or remain with Kaiser HMO during the open enrollment period. If the member elects to change from the Kaiser HMO insurance plan to an alternate plan offered by the District, the member shall receive a benefit allowance not to exceed the District's cost of the Kaiser HMO plan (prorated) toward the cost of their plan of choice and the member will pay the difference.

ii. Beginning November 1, 2021, unit members shall make the following contributions to their health benefits to be deducted tenthly from their pay warrant:

$750 per year ($75 tenthly) for single coverage, single plus one coverage, and for family coverage

Beginning with October 1, 2022, unit members who are enrolled in the Kaiser plan shall make the following contribution to their health benefits:

$750 per year ($75 tenthly) for single coverage, single plus one coverage, and family coverage.

Beginning October 1, 2022, *for plans other than Kaiser,* unit members shall make the following contributions to their health benefits to be deducted tenthly from their pay warrant:

$750 per year ($75 tenthly) for single coverage
$1000 per year ($100 tenthly) for single plus one coverage
$1500 per year ($150 tenthly) for family coverage

2. Eligibility
   A. Bargaining unit employees shall be eligible for health, dental, and vision benefits if regularly assigned to work thirty (30) hours or more per week or more. Short-term assignments and non-represented assignments shall not be considered as part of the regular assignment of a bargaining unit employee for the purposes of eligibility.
   B. A bargaining unit employee who works thirty (30) hours or more per week but less than forty (40) hours per week, shall pay a prorated portion of the premiums for health, dental, and vision benefits. Such an employee may choose to decline any portion of the benefits package in order to reduce or eliminate the employee portion of the premium so long as the

cost of the selected benefits does not exceed the cost of the prorated portion of the benefits premiums are the District's obligation.

3. Dependents

   Dependents are defined as follows:

   1. Spouse: Your legal spouse or who is a) not legally separated from the subscriber; and b) not a member on active duty with the Armed Forces; or c) your domestic partner if you are in a legally registered and valid domestic partnership.
   2. Child is the subscriber's or spouse's unmarried natural child, stepchild, legally adopted child, foster child, or a child for whom the subscriber or spouse has been appointed legal guardian by a court of law, subject to the following:
      a. Dependent children will be eligible for coverage up to their 26th birthday as defined by Patient Protection and Affordable Care Act ("Act") and subsequent amendments.
      b. A Disabled Child: If a child reaches the age limits shown above, the child will continue to qualify as a family member if he or she is (i) covered under this plan, (ii) sill financially dependent on the subscriber or spouse, and (iii) incapable of self-sustaining employment due to a physical handicap or intellectual disability. A physician must certify this disability in writing. The District must receive the certification within 31 days of the date the child otherwise becomes ineligible. When a period of two years has passed, the District may request proof of

continuing dependency and disability, but not more often than once each year. This exception will last until the child is no longer disabled or dependent on the subscriber or spouse for financial support. A child is considered financially dependent if he or she qualified as a dependent for federal income tax purposes.

c. The child has been accepted by the CVT and enrolled by the Claims Administrator as a Dependent, and has maintained membership under the term of the Plan.
d. The term "child" does not include any person who is in active service in the armed forces.

4. Enrollment
   Open enrollment shall be September 1 – 30 of each school year. Eligible bargaining unit employees may elect to change from one District plan to another during this time.

5. Retiree Benefits
   In order to receive retiree medical benefits, eligible retired employees must be retired and drawing benefits from their state retirement system (CalPERS or CalSTRS) and be ineligible for medical benefits through another employer if employed full time.

   A. For bargaining unit employees whose first day of paid service is prior to January 10, 2001, an eligible retiree is one who has been employed with the District for fifteen (15) years or more and has reached the age of fifty-five (55) and has been a participant in health care benefits upon retirement. The District agrees to pay for health care benefits for eligible retirees who have reached the age of fifty-five (55) until the

employee's sixty-fifth (65th) birthday, or until the employee becomes eligible for Medicare, whichever is sooner. Such health care benefits shall be the same as those provided to active eligible bargaining unit members. **Beginning October 1, 2022, the District, unless limited by this agreement, shall pay the cost of group health insurance coverage though CVT for eligible early retirees from full-time employment, *and a plus one additional eligible person only*, under the same contributions and parameters as active unit members up to and until the early retiree reaches the age of sixty-five (65).

B. For bargaining unit employees whose first date of paid service is January 10, 2001, through June 27, 2005, an eligible retiree is one who has been employed with the district for fifteen (15) years or more and has reached the age of sixty (60) and has been a participant in health care benefits upon retirement. The District agrees to pay for health care benefits for such eligible retirees who have reached the age of sixty (60) until the employee's sixty-fifth (65th) birthday, or until the employee becomes eligible for Medicare, or is covered by another health plan whichever is sooner. Such health care benefits shall be the same as those provided to active eligible bargaining unit employees. **Beginning October 1, 2022, the District, unless limited by this agreement, shall pay the cost of group health insurance coverage though CVT for eligible early retirees from full-time employment, *and a plus one additional eligible person only*, under the same contributions and parameters as active unit members up to and until the early retiree reaches the age of sixty-five (65).

C. For bargaining unit employees whose first date of paid service is June 28, 2005 or after, an eligible retiree is one who has been employed with the District for twenty-five (25) years or more and has reached the age of sixty-two (62) and has been a participant in health care benefits upon retirement. The District agrees to pay for health care benefits for such eligible retirees who have reached the age of sixty-two (62) until the employee' sixty-fifth (65th) birthday, or until the employee becomes eligible for Medicare, or is covered by another health plan whichever is sooner. **Beginning October 1, 2022, the District, unless limited by this agreement, shall pay the cost of group health insurance coverage though CVT for eligible early retirees from full-time employment, and a plus one additional eligible person only, under the same contributions and parameters as active unit members up to and until the early retiree reaches the age of sixty-five (65).

D. If hired after January 1, 2022, and employed by the District for twenty-five (25 years or more and reached the age of sixty-two (62) or more at the time of retirement, the retiree shall receive $2500 annually in credit applied towards the purchase of the District's PPO or HMO.

E. On September 30, 2022, Article XVII Health, Vision, and Dental Benefits, Part 5 Retiree Benefits, Letter E. will expire and the District will no longer be responsible for paying for the following: Health care benefits for dependents of eligible retirees shall be the same as for dependents of eligible bargaining unit employees until the dependent reaches the age of sixty-five (65). If an early retiree hired on or before June 28, 2005, has an eligible dependent who reaches or exceeds the age of sixty-five (65) while ensured under the

provisions of the early retiree, and the over 65 dependent is required to pay his/her Medicare B premium as required by CVT, the District hall reimburse the early retiree for the amount not to exceed the lowest Medicare B premium paid by the over-65 dependent.

F. All eligible retirees shall only be allowed to enroll in a health benefits plan during the open enrollment period.

G. Eligible retirees may purchase vision and dental benefits at the District's rate.

H. Eligible retirees may purchase health benefits at the District's rate after reaching 65 years of age.

6. Accident Insurance

The District shall provide accidental death and dismemberment insurance to each eligible bargaining unit member in the principal sum of $1,000. The District shall pay the cost of such coverage for eligible bargaining unit members. Optional additional accidental death and dismemberment insurance coverage for eligible bargaining unit members, and dependent accidental death and dismemberment insurance coverage shall be available to unit members at their own expense.

ARTICLE XVIII (18)
SAFETY

1. The District shall make every reasonable attempt to provide bargaining unit employees with safe working conditions and employees shall not be required to work under unsafe conditions or to perform tasks in facilities which endanger their health or safety. The District shall comply with the provisions of the California State Occupational Safety

and Health Act regulations within the general industry and construction industry (where applicable) standards. No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this Article.

2. Safety Equipment

The District shall provide safety equipment as necessary to comply with the California State Occupational Safety and Health Act. If such equipment is provided, the District shall also provide bargaining unit members with instructions, both oral and written as needed, on the safe and proper use of such equipment in accordance with the law. Bargaining unit members shall use such equipment if it is provided by the District, and only after receiving the aforementioned instructions.

3. Drugs, Alcohol, Tobacco, and Vaping

A. The District and the Association have an important interest in providing a safe, healthful working and learning environment for employees and pupils. The District and CSEA intend that the provisions contained in this paragraph be interpreted so as to give effect to all constitutional and statutory rights of employees, and to provide employees freedom from unreasonable searches.

B. All employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol, drugs, or a controlled substance in any workplace or facility of the District or while acting within the scope of employment. All employees will abide by this prohibition as a condition of employment. Any employee who violates this prohibition may be subject to discipline up to and including dismissal, or required to satisfactorily complete a drug abuse assistance or rehabilitation program, or both, in conformance with law.

C. Definitions:

1. Workplace: All District property and/or any place away from the District where it is visible from the school site and/or District students are engaged in a school-related activity or employees are performing duties at the direction of the District.

2. Scope of Employment: Any duties performed at the direction of or on

behalf of the District except CSEA functions outside of the workplace.

3. Reasonable Suspicion: Reasonable suspicion as defined by law is required for the drug and/or alcohol testing of unit members who are not assigned to safety sensitive positions pursuant to Department of Transportation Regulations and District Board Policy. The determination that reasonable suspicion exists will be based on specific, contemporaneous, articulable observations made by or verified by a supervisor with sufficient formal or informal training to make such determination concerning the appearance, behavior, dexterity, speech or body odors of the employee.

The supervisor initially determining that reasonable suspicion exists shall seek the concurrence of a second supervisor. This requirement may be waived due to unusual circumstances of location, time, day or holiday. Results of reasonable suspicion testing will be reviewed by at least two supervisors. The District retains the right to determine the appropriate training and training needs of its supervisors.

4. Supervisor: A management employee or a supervisory employee who is not in the bargaining unit.

5. Illegal drugs or controlled substances: These terms include all chemical substances or drugs listed in any controlled substances laws or regulations, such as the Federal Controlled Substances Act and California Health and Safety Codes, Section 11054 to 11058.

D. Vaping, smoking, using THC, and the use of tobacco products are prohibited on District property, including District parking lots, and in vehicles owned and operated by the Moorpark Unified School District. This shall apply to all District buildings, grounds, and vehicles, as well as to employees acting within the scope of employment while on or off campus.

E. The District encourages and will reasonably assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation. The District will reasonably accommodate any employee who is recovering from alcoholism or drug dependency as is required by law. Applicable

leave time may be used by an employee for treatment or rehabilitation of an alcohol, intoxicant, or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. Such accommodation shall not excuse alcohol or drug related misconduct and shall not amount to an exception or exemption from discipline or other personnel action for alcohol or drug related or induced misconduct.

F. All employees must notify the Superintendent in writing within five (5) days of the conviction of any crime involving drugs or alcohol or of any conviction of driving under the influence of drugs, alcohol, or any intoxicant, which occurs in any workplace or facility of the District or while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence by any judicial body, or the award of probation or a diversion program. Any employee who is convicted of a violation in the workplace or within the scope of employment may be disciplined up to and including dismissal, or required to satisfactorily complete a drug or alcohol abuse assistance or rehabilitation program in conformance with law, or both.

G. The possession or use of drugs by a bargaining unit member pursuant to a prescription provided by and consistent with the treatment plan of a health care provider is not prohibited. If the District reasonably believes that the treatment impairs the performance of an employee, renders the employee unfit to work around children or others, or is a danger to the safety of the employee or others, the District may meet with the employee to discuss reasonable accommodations as required by the Americans with Disabilities Act.

H. <u>Inspections:</u>

The District has the right to enter and inspect any District property, such as desks, lockers or cabinets.

I. Drug and Alcohol Testing

1. Upon reasonable suspicion, a District supervisor may request that an employee submit to drug and/or alcohol testing based on reasonable

suspicion as defined by law. The supervisor or manager must personally review all the facts and circumstances and determine if there is reasonable suspicion for drug and/or alcohol testing and request a test. The District also may request that an employee submit to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

2. When a supervisor requests an employee to submit to a drug and/or alcohol testing based upon reasonable suspicion, the employee shall be advised of the right to request the presence of an Association representative, the presence of a law enforcement representative, prior to the testing.

3. An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to such testing. No discipline shall be imposed, however, unless the employee is previously advised as to the reason for the testing, and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the facts of the case.

4. Any consent or refusal to submit to the testing shall be in writing. If an employee consents to the testing, the employee also shall authorize in writing the release of the medical information resulting from the test. If the employee refuses to release the medical information, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence. Should the employee refuse to release the medical information, disciplinary action may not be imposed solely on the refusal, but be based on all available evidence. If the employee refuses to release the medical information to the District, the results of any tests may not be used by the employee as evidence in support of any decision regarding discipline.

5. The District representative, a CSEA representative, if requested by the employee, may be present according to the policy and procedure of the laboratory or clinic conducting the test and should escort the employee

to the independent laboratory and/or clinic. If a CSEA representative is unable to come immediately or within a reasonable amount of time, the District representative may escort the employee to the independent laboratory and/or clinic.

Laboratory/Clinical Procedures

1. The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:
    - Ask the employee to provide a specimen.
    - Test the specimen for the presence of any prohibited substances
    - Preserve and mark all specimens yielding positive results.
    - Return the lab report and any other information showing results to the District with written consent of the employee as specified in Sub Section I, Paragraph 3 of this Article.

2. If the first laboratory test shows positive results, the specimen will be tested again using a different testing methodology. The employee may be asked to provide an additional specimen under the procedures described above.

3. Any second test must confirm a positive first test for evidence of alcohol or drug use.

4. A District representative will attempt to interview any employee whose test shows positive results for drugs, including THC, alcohol or other intoxicants. The employee will be given an opportunity at such interview to explain the positive test result. If such explanation is satisfactory to the District representative, no discipline shall result from this test.

5. Testing reports will be treated as other confidential personnel documents, which have restricted access.

J. The District agrees to hold harmless, save and defend CSEA and any officer, agent, or employee thereof from any and all liability for

damages or attorneys' fees and costs arising out of any claim against CSEA or such person or persons concerning the interpretation or application of the drug testing provisions contained in paragraph 3 of this Article.

ARTICLE XIX (19)
CONCERTED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the California School Employees Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

2. It is agreed and understood that the District shall not lockout bargaining unit employees covered by the Agreement because of concerted activities by other organizations.

ARTICLE XX (20)
SEVERABILITY

1. Savings Provision
   If any provision of this Agreement is held to be contrary to law by final judgment of court, such a provision will be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

2. Replacement for Severed Provision
   In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI (21)
COMPLETION OF AGREEMENT

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

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

ARTICLE XXII (22)
REDUCTION IN HOURS AND LAYOFF

1. Definition of Layoff

   A. A layoff is defined as an involuntary separation from employment or a reduction in assigned hours of a permanent or probationary classified employee due to a lack of funds or lack of work. The District will retain the right to reduce bargaining unit employee hours in instances of a lack of or a reduction in funding, or a reduction in services, or a reduction in programs.

   B. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before March 15 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30,

the notice shall be given not less than 60 days prior to the effective date of their layoff.

2. Reduction of Hours

The District shall offer classified employees who are in the same program, in the same classification and at the same site, the opportunity to voluntarily reduce their hours before a mandated reduction in hours is implemented.

3. Effect of Layoff

A. Before any action is taken to shorten a bargaining unit employee's work year or otherwise reduce his/her hours, the District will negotiate the effects of that decision if the exclusive representative demands to bargain.

B. The District agrees to advise the Association of any proposed layoff at the earliest possible date prior to issuing written notice to the affected members. The District will make available to the Association, for review, the seniority roster within classification not less than fifteen (15) calendar days prior to the date bargaining unit employees are notified in writing of a layoff.

C. Affected bargaining unit employees and the Association shall be given written notice of layoff or reduction in hours on or before March 15. Procedures for layoff notice and right to hearing are set forth in Ed Code section 45117. The notice shall contain the effective date of layoff, the employee's displacement rights, if any, and the employee's reemployment rights. The notice shall be given to the bargaining unit member either by personal service or U.S. mail certified-return receipt requested, and a copy sent concurrently via electronic mail to the CSEA, Chapter 498, President or designee.

D. A bargaining unit employee may not be laid off if a short-term employee hired for a period of more than sixty (60) calendar days is retained to render a service that the bargaining unit

member is qualified to render. The District is not required to layoff or to provide a sixty (60) day notice of layoff for any person hired as a short-term employee.

4. Order of Layoff

Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. (EC 45308) In the event of a tie, the employee with less District seniority shall be laid off. If a tie still exists, the employees affected shall draw lots to break the tie.

5. Displacement (Bumping) Rights

A bargaining unit employee laid off from his/her present classification may bump into a position in the same classification if they hold more seniority than another unit member in the same classification. If no such positions exist, the bargaining unit employee may, in lieu of layoff, bump into the next lower classification in which the bargaining unit employee has previously served and completed their probationary period and in which the laid off bargaining unit employee has greater seniority in the lower classification and any higher classifications. The employee may continue to bump into lower classifications to avoid layoff.

6. Re-employment Rights

A. The names of bargaining unit employees laid-off or reduced in hours shall be placed on a thirty-nine month (39-month) re-employment list. Names on the re-employment list shall occur in the reverse order of layoff. Bargaining unit employees shall be re-employed in vacant positions in classifications within which the bargaining unit employee has seniority in preference to new applicants provided the bargaining unit employee meets the qualifications of the vacant position. Laid off bargaining unit members do not accumulate seniority credit while on re-employment list(s).

B. A permanent or probationary employee who has been laid off

from his/her classification and has exercised his/her bumping rights may accept a voluntary demotion to a vacant position in a lower classification or placement in an equal classification, in lieu of layoff, provided that the employee is qualified to perform the duties thereof and provided further that the District agrees to such reassignment. The determination of whether or not the employee is qualified to perform the duties of a classification not previously held is vested solely with the District.

C. Bargaining unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be returned to a position in their former classification or to positions with increased assigned time, respectively, as vacancies become available. Unit members who take voluntary reductions in assigned time or voluntary demotions in lieu of layoff shall be retained on the thirty-nine (39) month re-employment list for an additional twenty-four (24) months for a total of sixty-three (63) months.

D. The District shall offer employment in writing to employees on the re-employment list at their last known address and provide such members with five (5) workdays from the receipt of the offer by the member in which to contact the District accepting or rejecting the offer. In the absence of a response accepting the offer, the District shall offer the position to the next senior employee on the re-employment list. This will constitute an offer of employment in all cases.

E. The laid-off bargaining unit employee will relinquish his/her position on the list and be considered to have voluntarily resigned after declining two offers of employment in the same classification at the same number of hours per day and days per year as the assignment of the bargaining unit employee prior to the layoff.

7. Return From Industrial Leave

A bargaining unit employee who is on Industrial Accident Leave

and whose position is eliminated resulting in their layoff shall be required to provide proof of physical fitness to return to full duties prior to being eligible to receive re-employment offers. Lack of eligibility for a position due to physical inability to do the work shall not be counted as a refusal of work offered.

8. Substitute Work

   A. Bargaining unit members who are laid off shall be permitted to serve in the classification from which they were laid off as short-term/substitute employees. Laid off District employees serving as substitutes shall be paid the standard substitute rate. Opportunity for temporary and substitute assignments within the classification from which laid off shall be first offered to bargaining unit employees on the re-employment list in highest to lowest order of seniority, provided the laid off bargaining unit member notifies the District of his/her desire to be placed on a substitute list. Refusal of an offer of employment in a substitute or temporary position shall not affect the standing of an employee on a re-employment list.

   B. All employees laid off shall be placed on the substitute list for the proper classification(s) and offered a substitute position before any other individual on the substitute list. If an individual refuses a substitute assignment three (3) times in succession without good cause, the employee's name' shall be removed from the substitute list.

9. Retirement in Lieu of Layoff

   Any bargaining unit employee who elects retirement in lieu of layoff shall be placed on the re-employment list and shall be notified, if so requests, of all position openings in the classification in the same manner and with the same rights as all others on the list except that the Board of Administration of the Public Employees Retirement System (PERS) shall be notified immediately that retirement was due to layoff. In the event the retiree accepts re-employment offered by the District, the District shall maintain the vacancy until the PERS has properly processed the employee's request for reinstatement from retirement.

10. Nothing in Article XXII (22) grants the District the right to unilaterally reduce a bargaining unit member's hours without first negotiating the decision with CSEA. Any ambiguities that may arise out of interpretation of this Article shall be resolved in a way that preserves CSEA's right to negotiate the decision to reduce the hours of a bargaining unit member. CSEA agrees that 610 review process of negotiated reductions shall not be unreasonable delayed.

11. If the district intends to eliminate or adjust a vacant bargaining unit position's hours more than thirty (30) minutes, the District shall notify the Association of the proposed reduction in hours and shall meet to discuss the effects prior to posting.

ARTICLE XXIII (23)
CLASSIFICATION AND RECLASSIFICATION

1. Newly Created and Vacant Positions
   The District shall have the sole discretion to classify newly created and vacant positions, including but not limited to establishing or modifying the class specification, position description, title, and/or salary placement on the classified salary schedule.

2. Positions Occupied by Bargaining Unit Members
   A. The District may reclassify positions which are occupied by members of the bargaining unit who have completed their probationary periods based upon a regularly assigned change in the kind and/or level of duties and/or responsibilities of the position. A reclassification may include a change in position allocation, class title, class specifications, position description, internal salary relationship, and/or salary range assignment.
   B. Members of the bargaining unit may request reclassification of the position they occupy through one of the following methods. Preliminary worksheets and reclassification packets are available to employees for review upon request and at the annual orientation meeting.
      1. Complete and submit a preliminary reclassification worksheet signed by their immediate supervisor to the Personnel

Department by February 28. Meet with a representative from the Personnel Department during the month of March to supply additional information as requested which may include completion of part or all of the full reclassification packet.

-or-

2. Complete and submit a full reclassification packet with the accompanying supervisor's report also signed and completed to the Personnel Department by March 31.

All reclassification requests will be processed between February and June of each year in which this agreement is in effect. The District shall provide copies of the requests for reclassification to the Association Chapter President. A reclassification request shall not be based solely upon a comparison of external salary data.

C. No request for reclassification from a bargaining unit member shall be accepted by the District if the unit member's position has been the subject of a classification study within the prior two school years, has been reclassified within the prior two school years, has been accepted and considered but not reclassified within the prior two school years, or is incomplete. All of the requests identified in this paragraph may be automatically rejected by the District, in its sole discretion.

D. District provided forms shall be utilized for reclassification requests.

E. Upon final determination by the District regarding a request from a unit member for reclassification, the District shall by June 15th report the results of the reclassification request or rejection of the reclassification request to the unit member and the CSEA Chapter President each year. After notification of the decision regarding a reclassification request, a bargaining unit member may make an appointment to discuss the decision with the Assistant Superintendent for Personnel Services. If the District does not report the results of the reclassification request by June 15th, it will report the reason(s) why it will not make a final determination by the aforementioned date and a specific date by which such determination can be made. Where reclassification has been approved, it shall be effective on July 1 of the year in which approved.

ARTICLE XXIV (24)
TRANSPORTATION

As a result of the unique characteristics of the Transportation Department, the following provisions have been developed and apply only to the Transportation Department unit members. This article is not intended to preclude application of the remaining articles of the agreement to Transportation Department unit members.

1. Definitions

A. Driver: An employee whose classification is one that is a full-time or part-time, whose duties include operating a vehicle on a home-to-school route, field trip or extra-curricular activity.

B. Work Shift: An "AM", "Midday", and/or "PM" as commonly practiced in the Transportation Department.

C. Additional hours: Any hours generated from Transportation Department falling outside of driver's regular assigned schedule.

2. Driver Responsibility

A. All drivers must possess documents required by state law, such as, a valid state-issued driver's license, bus driver's certificate, First Aid certificate, and medical card.

B. It is the responsibility of the driver to maintain his/her certificates for continued employment.

C. All drivers are equally responsible for their assigned job duties, buses, paperwork, in-services, and credentials as required by Federal, State, and County, City, District policy, rules and regulations.

D. Drivers will be paid for actual hours worked.

E. Health benefits will be maintained in accordance with the benefits article of this agreement.

3. Driver Training
   A. For each driver holding a California Special Driver Certificate, the District may provide staff training and in-service in areas relevant to their job description.
      1. Staff meetings may be held for purposes of conducting in-service training, safety, policy developments, and such other matters as the Director or designee determines necessary.
      2. The District will pay CASTO workshop registration fees for bus drivers, up to a maximum of three workshops per year. Bus drivers will be reimbursed upon proof of attendance of a CASTO workshop.

   B. Drivers will be trained and tested on the vehicle(s) in the district fleet in accordance with state law. Proficiency on additional types of vehicles may be offered by the District throughout the year.

4. Routes
   Bus driver assignments for routes requiring a specific type of bus due to safety, passenger capacity, or functioning operational efficiency shall be made by the Director of Transportation or designee. Remaining Routes/Buses will be pooled and assigned based on Seniority.

5. Route Vacancies
   If during the school year a route becomes available, it will be posted for at least 72 hours. Permanent employees in the appropriate classification may apply for the route. The route will be awarded to the employee with the highest seniority.

6. Additional Hours
   A. Additional hours not part of a unit member's regular assignment, shall be distributed and rotated as equally as it is practical among unit members. An updated hourly equalization list shall be posted weekly, on the first business day of the week, by the Transportation Office. If all available qualified drivers decline the additional hours, the District may direct that a driver accept the

assignment. Drivers must be qualified for such assignments in accordance with the governing safety laws.

1. Drivers who do not wish to be considered for additional hours may have the option to request, in writing, to be taken off the hourly equalization rotation list(s). At any time said drier may request, in writing, to be added back on the list. At that time the driver will be given the highest number of accrued additional hours plus one (1) hour.

2. A new driver or driver returning from an extended absence of 7 days or more will be given the average number of accrued additional hours.

3. When a driver has approved time off in advance, he/she will not be charged the actual trip hours they may have been offered.

B. Additional hours offered during the workweek must be accepted or rejected by the close of business following the day of assignment. Drivers declining or not responding within the timeframe will be charged the actual number of trip hours originally offered and the trip will be automatically reassigned using the additional hours rotation list.

C. Additional hours offered on a Saturday and/or Sunday must be assigned two (2) weeks in advance. If the additional hours are assigned within less than two (2) weeks, the driver shall not be charged the hours on the equalization/additional hour list.

D. If a driver accepts an additional hours assignment and later rejects the hours the driver will be charged the actual number of hours for that assignment.

E. A driver reporting to the District for a weekend/holiday/off-duty additional hours which is cancelled less than one hour before the scheduled sign-on time, shall receive a minimum of two (2) hours

pay. These additional hours will not be accrued and will not affect the hourly equalization list(s). The driver will be required to complete two (2) hours of additional work assigned by the Director of Transportation or designee at a mutually agreed upon time.

F. Drivers working additional hours shall be paid for all wait-time hours at the appropriate rate of pay. Up to fifteen (15) minutes shall be assigned at the end of such trip for the purpose of cleaning the bus and completing appropriate paperwork. Additional time will be approved as needed under unusual circumstances.

G. In accordance with EC 44032, if a route/trip requires an overnight stay, the District shall be relieved of the obligation of payment for the hours between the time the driver is relieved of duties for the evening and the time the driver resumes their regular duties the following morning. Such drivers shall be reimbursed for expenses in accordance with applicable District policies.

H. Estimating Hours: Transportation Department will make every effort to ensure the projected estimate of additional hours is as accurate as possible. Weekend, holiday and overtime hours will be listed at 1.5 or 2.0 for every hour worked, whichever is applicable by law.

7. Bus Driver Assignments

A. Flexibility of Routes: Due to the unique nature of the Transportation Department, throughout the school year a route may be subject to change for operational efficiency of the District. This may affect a driver's bus assignment, school assignment, and/or pupil assignment. If sign on/sign off times are affected the District will attempt to give the driver as much advance notice as possible. Conflicts will be addressed on a case-by-case basis between the driver and Director of Transportation or designee.

B. If a District bus is available when the district contracts out

buses for athletic events, music events, graduation night, or other student activities and the contract is funded by district funds, the driver(s) who would have been normally assigned to such trip will be paid for the hours of work they missed. This does not include events sponsored with Associate Student Body type of funds.

C. For those drivers who are certified by the Department of Education (DOE), Office of School Transportation (OST) as a Delegated Behind-the-Wheel trainer who provide "Behind the Wheel" training and are directed by their supervisor a five percent (5%) differential will be paid for those hours in which they perform this training.

8. Preventable Accidents

Any school bus driver/transportation driver who is involved in a preventable accident, for which he/she is the responsible party, shall receive a minimum of two (2) hours of training following the accident. "Preventable" is defined as when a reasonable person (school bus driver/transportation driver) would have been able to avoid the accident/collision/ incident or driver negligence was found. Training is to occur and be completed as soon as possible and before the school bus driver/transportation driver is able to accept any additional hours. A qualified trainer and training shall be determined by the Transportation Supervisor and may include, but is not limited to, any of the following:

1. Behind the wheel training provided by a qualified trainer.
2. Instructional videos
3. Combination of instructional videos and behind the wheel training

Upon satisfactory completion of training, as determined by the Transportation Supervisor, the school bus driver/transportation driver will be eligible to accept additional hours. In the event that the accident is determined to be "preventable," the school bus driver/transportation driver involved may also be subject to disciplinary action.

9. Zero Tolerance Drug and Alcohol Testing Policy

A. Acknowledgement and Consent of Drug and Alcohol Testing

All employees whose job description includes the responsibility of driving and/or maintaining student transportation vehicles have acknowledged receipt of the district's controlled substance and alcohol testing policy and consented to drug and alcohol testing. These employees will be referred to as covered employees.

B. Prohibited Conduct

1. Refusing to submit to any of the required controlled substance and/or alcohol tests, including post-accident, random, reasonable suspicion, or follow-up tests.

2. Prohibited Conduct Related to Controlled Substances:
   i. Reporting for duty or remaining on duty when using a controlled substance, except when the substance is prescribed by a physician and the physician informs the driver/mechanic that the substance does not adversely affect their ability to perform a safety-sensitive function.
   ii. Failing to report use of any drug to the District that may adversely affect work performance.
   iii. Reporting for duty, remaining on duty, or performing a safety-sensitive function after testing positive for a controlled substance.
3. Prohibited Conduct Related to Alcohol
   i. Reporting for duty or remaining on duty requiring the performance of a safety-sensitive function with a breath alcohol concentration level of 0.02 or greater.
   ii. Using alcohol while performing a safety-sensitive function.
   iii. Possessing alcohol while on duty or operating a Commercial Motor Vehicle or other transportation vehicle.
   iv. Performing a safety-sensitive function within four (4) hours after using alcohol.
   v. Using alcohol within eight (8) hours after an accident or until an alcohol test has been completed, whichever comes first.

4. Reasonable Suspicion

   Covered employees for whom a reasonable suspicion determination has been made will be placed on administrative leave pending test results. A positive drug or alcohol test will result in unpaid administrative leave retroactive to the date of testing.

5. Consequences for Prohibited Conduct
   Covered employees who violate the prohibited conduct rules will be removed from their safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and placed on an unpaid administrative leave with a recommendation of termination.

ARTICLE XXV (25)
TERM

1. The terms and conditions of this Agreement shall be in effect on the date of ratification by both parties up to and including June 30, 2029. Written notice to amend, modify or re-negotiate the terms and conditions of this Agreement shall be given on an annual basis from one party to the other no later than May 31 of each calendar year. The District and the Association may reopen two articles each in addition to Article XV, Salaries, and Article XVII Health, Vision and Dental Benefits.

SIGNATURE PAGE

MOORPARK UNIFIED SCHOOL DISTRICT	CALIF. SCHOOL EMPLOYEES ASSOCIATION,CHAPTER #498
By:_____	By:_____
Ratified by the Board On: May 5, 2026	Ratified by the Association On: May 5, 2026
Ratified by the Board On: February 13, 2024	Ratified by the Association On: February 13, 2024

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