July 1, 2025 – October 31, 2027

CONTRACT

BETWEEN
THE

OXNARD SCHOOL DISTRICT

AND
THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its OXNARD CHAPTER 272

PUBLISHED: November 2026
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DEFINITIONS:

Administering Agency

Third party administrator (TPA).

Arbitrary

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

Break in Service

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

Campus Assistants

Campus Assistants are also known as Playground Assistants.

Capricious

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

Hire Date

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

Immediate Supervisor

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

Seniority

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

Supervisor

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

Work Day

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

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PREAMBLE

This agreement is made and entered into by and between the Oxnard School District, hereinafter referred to as the District or Board, and the California School Employees Association and its Oxnard Chapter 272, hereinafter referred to as the Association or CSEA.

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ARTICLE 1: RECOGNITION

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

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

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

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

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

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

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ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY

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

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

2.3 Hold Harmless: CSEA 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 employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

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ARTICLE 3: ORGANIZATIONAL RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 New Member Orientation:

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

3.5.2 Such orientation will occur once a month.

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

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

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

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ARTICLE 4: STEWARDS

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

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

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

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

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ARTICLE 5: EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

5.2 Representation

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

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

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

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ARTICLE 6: CHILD ABUSE REPORTING PROCEDURE

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

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

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

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

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

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

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

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ARTICLE 7: EVALUATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 8: HOURS AND OVERTIME

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

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

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

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

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

8.3.2 For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick

leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.

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

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

8.3.5 Overtime Distributions: Assignment of overtime shall be made in order to distribute and rotate over time as equally as is practical among eligible, qualified members in the bargaining unit within each work location and classification. Additionally, when practical, overtime shall be distributed utilizing an overtime rotation list created by the supervisor or designee based on classification seniority. In this context, "qualified" is defined as having the training and experience for the respective classification(s) specific to the overtime assignment and belonging to the respective job family. The overtime rotation list will be made available. Unit members shall recognize that in an emergency, they may be asked to work overtime when there is no other union member with the skill, knowledge, and availability to perform the work.

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

8.4.1 Compensatory time earned must be used by June 30 of each fiscal year. Any compensatory time earned but not used by the June 30 deadline will be paid out no later than July 31 of the following fiscal year at the unit member's regular rate of pay.

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

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

8.6 Minimum Call-Back/Call-In Time: Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

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

8.7 Out of Class Security Duty: Any unit member accepting out-of-class security duty shall be compensated at the Security/Maintenance Worker range.

8.7.1 Unit members serving for security duty purposes shall be added to a rotational list of up to twenty (20) volunteer unit members who shall be from the Maintenance job family first, then the Operations job family, if necessary. A new on-call security list will be generated annually. When unit members decline on-call security overtime, they will be removed after the third (3rd) denial. Volunteer unit members who were not placed on the list for the current year will have priority the following year based on seniority.

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

Work Assignment	Rest Period
1 - 2 hour	None
2-1/4 - 4 hours	One ten-minute period
4-1/4 - 5-3/4 hours	Two ten-minute periods
6 - 8 hours	Two fifteen-minute periods

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

8.9 Meal Period: All bargaining unit positions scheduled for a lunch shall be entitled to an uninterrupted lunch period of not less than thirty (30) minutes nor more than one (1) hour, to be scheduled as near a normal meal time as possible. A unit member required to work during his/her meal period shall receive pay at the appropriate rate of pay for the time worked.

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

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

8.10 Assignment of Temporary Extra Hours - Limitation:

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

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

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

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

8.10.4 Notwithstanding 8.10.3, the parties agree that (1) when an SDC teacher accepts an extended year assignment at his/her school, the teacher will have his/her Instructional Assistant/Paraeducator Special Ed SDC and/or Special Ed SDC (B) assigned to the extended year session if the Instructional

Assistant/Paraeducator, Special Ed SDC and/or Special Ed SDC (B) chooses to work during such time. If the Instructional Assistant /Paraeducator Special Ed SDC and/or Special Ed SDC (B) declines

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

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

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

8.12 <u>Work Load</u>: Whenever, as a result of new site openings/acquisitions, significant increases in ADA or personnel, the work load for any classified position is materially increased to the extent that the unit member cannot reasonably be expected to accomplish the same tasks as previously performed, the unit member, through CSEA, may submit to the Labor Management Committee a request for review. The committee shall review information presented and attempt to arrive at a mutual resolution to any material increase in work load.

8.13 <u>Unit Members Holding Two Positions</u>:

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

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

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

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

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

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

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

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

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

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

8.14.3 Unit members on modified year will accrue vacation and sick leave hours prorated according to the hours scheduled on their work calendar.

When sick leave is used, the unit member's time card shall reflect the actual number of hours the unit member would have worked that day.

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

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

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

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

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

8.15 Special Education Extended Year, Intersession and Summer School

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

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ARTICLE 9: PAY ALLOWANCES

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

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

9.1.2 Effective July 1, 2025, the salary schedule in Appendix B (see attached) will be increased by 1.5%.

9.1.3 Anniversary Increments: see Appendix B.

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

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

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

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

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

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

9.8 Working Out Of Class

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

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

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

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

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

When a regular unit member works out of classification in a higher class for a period exceeding five (5) days within a fifteen (15) calendar day period, the unit member shall be compensated at the first step in the higher classification in which they are working, which provides the member with at least a five percent (5%) increase above his/her regular base salary, but in no case shall placement be

above the "E" step of the higher class, before differentials or longevity are applied. Salary differentials and longevity for which the unit member is eligible, shall then be added, for all hours worked in the higher classification. For purposes of this section, “base salary” shall exclude such items as longevity, professional growth increments, and all differentials. Step placement below the "E" step may be subject to appeal to the Personnel Commission. The increased rate will be effective from the first day to the last day of the working out of class assignment. (Working out of classification compensation shall be figured by determining the step in the higher classification which provides the member with at least 5% more than the employee’s salary step, but in no case greater than the “E” step of the higher classification. The step in the higher classification which provides at least a 5% increase shall then be multiplied by any applicable differential percentage before the longevity is added.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 10: ANNIVERSARY DATE

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

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

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

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

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ARTICLE 11: PROFESSIONAL GROWTH AWARDS PROGRAM

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

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

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

11.3.1 The review committee shall meet each year by June 20th.

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

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

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

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

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

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

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

11.5.1 College Courses:

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

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

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

11.5.1.4 Credit for appropriate courses will be as follows:

Semester Units	Points Earned
1	2
2	4
3	6
4	8
5	10

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Quarter Units	Points Earned
1	1.33
2	2.67
3	4.0
4	5.33
5	6.67

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

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

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

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

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

Hours	Credit	Hours	Credit
.25	.047	2.0	.376
.50	.094	2.25	.423
.75	.141	2.50	.470
1.00	.188	2.75	.517
1.25	.235	3.00	.564
1.50	.282	3.25	.611

1.75	.329	3.50	.658

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

11.5.7.1 Sample of Point System for Committee Service:

Hours	Credit
6	2.25
8	3.0
10	3.8
15	5.6
20	7.5
25	9.4
30	11.3

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

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

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

11.5.9.1 Credit will be awarded at the rate of one point for each eighty (80) hours of average instruction time. If no recommended completion time is made available to the review committee, the committee will award points based upon a course content comparison with other courses which have average recommended completion periods.

11.5.10 Web courses: Job related web courses will be available for professional growth subject to the following conditions:

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

11.5.10.2 The employee satisfies the requirements under section 11.5.8.

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

11.6 Guidelines for Obtaining Increment Credit:

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

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

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

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

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

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

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

11.7 Payment of Increments:

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

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

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

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

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

11.7.3.1 The credits used to earn a stipend after the eighth (8^{th}) increment cannot be used in any future Professional Growth Awards.

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ARTICLE 12: EMPLOYEE EXPENSES AND MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 Employee Uniforms:

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

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

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

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

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

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ARTICLE 13: HEALTH AND WELFARE BENEFITS

13.1 The Association agrees to be bound by the terms and conditions of the District's current health and welfare benefits provider Participation Agreement. Such Participation Agreement shall be attached hereto as an Appendix I and incorporated by this reference as though fully set forth herein. Unit members shall participate in the District's group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for classified staff. The cost of participating in the District's group health and welfare benefits shall be paid by the unit member. The unit member may participate in the District's Section 125 Plan to allow for the monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member (See Article 13.6)

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

13.2 District Contribution: Effective July 1, 2025, the District will contribute $ 17,288.00 annually toward the payment of premiums for Medical, Dental, and Vision group health insurance programs.

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

13.3 Eligibility: Qualified unit members shall be:

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

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

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

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

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

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

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

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

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

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

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

13.4 Retiree Benefits:

13.4.1 Unit members, hired on or before July 31, 2005, who retire on or after July 1, 1980, after reaching age fifty-five (55) and who have served fifteen (15) years in the District shall be eligible for continued group medical insurance coverage, dental, and vision and life insurance. (Years of service shall be determined by the anniversary date of regular employment.) The District shall pay the full premiums for health insurance (e.g. medical, dental, vision and life). The health coverage shall be the same as that in effect at the time of retirement. District paid health insurance (medical dental, vision and life) for retirees who retire under

Article 13.5.1, shall continue in effect until the unit member reaches the age of sixty-nine (69).

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

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

PROGRAM	MONTHLY AMOUNT
Medical	$781.05
Dental	$ 84.35
Vision	$ 18.46

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

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

13.4.1.4 Beginning 2007-2008 School Year, the Association agrees to annually contribute $433,457 into a Special Fund Irrevocable Trust to be used for future retiree benefits. The Association and the District agree that this dollar amount that shall be set aside annually into the fund, is from the Association budget share of the CSEA's total costs. Effective January 1, 2017, these funds are no longer contributed, and the amount has been added to the District cap on health insurance. The funds already deposited into the trust will remain in CSEA's

account to be held for future retiree benefit payments. CSEA will be provided an annual update.

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

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

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

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

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

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

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ARTICLE 14: ANNUAL WORK CALENDAR AND HOLIDAYS

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

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

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

14.2.1 The District and CSEA are in agreement with the work calendars developed in collaboration.

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

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

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

14.5 Eligibility for Holiday Pay:

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

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

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

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

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

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ARTICLE 15: VACATION PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.4.1 If the established timeline for submission is not met, the direct supervisor will review the and consider the request. These requests will be evaluated, taking into account both the district's operations and the nature of the request. Exceptions shall not be denied for arbitrary or capricious reasons.

15.4.2 Unit members who submit requests for the following school year by April 30th shall receive consideration for priority approval.

15.4.3 Multiple day vacation requests require submission at least 30 working days prior.

15.4.4 Single day vacation requests must be submitted at least 10 working days in advance. In the event of a tie during the submission, seniority shall serve as the tiebreaker. In the event of the same hire date, seniority will be determined by lot.

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

15.4.6 Vacation Denial: If a request for the use of accrued vacation is denied, the affected employee may request a review of that decision by the next level of supervision within two (2) working days with conclusion within five (5) working days. The outcome of that review is final. All denials of vacation usage require that communication of the reason for denial, which shall be for good cause only, and not for arbitrary or capricious reasons, shall be documented on the vacation request form.

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

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

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

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

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

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

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

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

15.10 Vacation During Probationary Period:

Notwithstanding Section 15.3 above, a unit member shall not be allowed to use any earned vacation until completion of the initial six (6) months of employment. However, during the Christmas holidays when the schools are closed, unit

members with less than six (6) months of employment may use earned vacation hours upon approval.

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

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ARTICLE 16: LEAVES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.1.2.8 PARENTAL LEAVE

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

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

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

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

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

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

16.2 Bereavement Leave:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.6 Additional Leave for Non-Industrial Accident or Illness:

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

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

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

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

16.7 Entitlement to Other Sick Leave:

16.7.1 Once each year, in addition to the accumulated or current sick leave to which he or she is entitled under Education Code Section 45191, a bargaining unit member shall be credited with a total of one hundred (100) working days of paid sick leave. Such one hundred (100) days of paid sick leave shall be compensated at a rate of fifty percent (50%) of the unit member's regular salary. Eligible unit members shall receive fifty percent (50%) sick leave pay on the first day of the illness that is not covered by one hundred percent (100%) sick leave

pay. Any unused portion of this entitlement shall not be carried over into a new fiscal year.

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

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

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

16.8 Jury Duty and Witness Leave:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.14 Additional Paid Leaves of Short Duration:

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

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

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

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

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

16.16 Family Care and Medical Leave:

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

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

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

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

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

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

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

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

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

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

16.17 Catastrophic Sick Leave:

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

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

If a unit member cannot access their home due to a natural or manmade disaster and a request for assistance is received by Human Resources, the Catastrophic Leave Committee shall meet within three (3) working days and make a decision whether or not to allow the member to receive up to five (5) days from the Catastrophic Bank. Examples of disaster include, but are not limited to the following: 1) mandatory evacuations; 2) condemning and or destruction of home, i.e., flooding, fire, landslide, etc. For the purposes of such requests, the unit member does not need to exhaust all other available leave in order to access catastrophic leave if qualified.

Due to the subjective nature of diagnosis for stress and other psychological illnesses, such illnesses shall not qualify for catastrophic leave unless they involve extended hospitalization. The intent of the Catastrophic Leave Bank is to provide

Oxnard School District employees (Management, Confidential, OSSA, and CSEA) economic relief for devastating personal health circumstances.

Catastrophic Leave may not be used for:

a. Elective Surgery

b. Personal Necessity Leave

c. Normal Pregnancy

d. Bereavement

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

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

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

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

Eligibility and Contributions:

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

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

A Catastrophic Leave Committee will be established each year to monitor the program, review requests and determine eligibility to receive a donation of days. The Catastrophic Leave Committee (committee) shall be established and meet each school year in August and January to monitor the program. The committee will determine the need for additional days to be added to the bank for that school year. The committee reserves the right to meet at any time to address Catastrophic Leave Bank issues.

The committee will be comprised of the Assistant Superintendent of Human Resources, one (1) management/confidential, two (2) OSSA members, and two

(2) CSEA members selected by each unit. The Assistant Superintendent of Human Resources shall have the responsibility of maintaining records for the program.

Committee responsibilities include, but are not limited to, the following: 1) monitoring the program; 2) reviewing requests; 3) determining eligibility to receive donations; and 4) reviewing the catastrophic leave balance.

The initial donation shall be one day per participant. When the Committee determines a need, new donation forms will be distributed to all eligible permanent employees to rebuild the bank. Eligible permanent employees shall be considered active in the Bank as long as they have donated at least one day in any school year when donations are solicited. If a unit member donated at the beginning of the year, and is now unable to donate, a unit member shall still be considered an active participant for the remainder of the year. If a participating unit member has more than 10 sick days, the unit member shall be required to donate a second day in order to replenish and sustain the Catastrophic Leave Bank. If a participating member has fewer than 10 sick days and does not voluntarily donate a day, they will be required to donate at the beginning of the next year in order to continue participation in the Bank. If it is a year requiring a donation, the member will be required to donate two days to remain active. If no donations are solicited, then a member will stay active unless they choose to cancel. Donated days will not be returned upon cancellation and the participant will not be eligible to receive a donation of days after submitting a cancellation. Unused days shall carry-over and remain in the Bank from year to year. Participants or their representative may request a draw from the bank only after all paid leaves including differential/half pay no more than 5 months for OSSA members (100 days for CSEA) have been exhausted. If the participant is also entitled to FMLA (Family Medical Leave Act), the twelve work weeks within a twelve-month period shall run concurrently with the use of Catastrophic Leave. Eligible permanent employees may request up to 60 days of leave from the Bank. Requests will be addressed by the Committee within 10 working days. Requests for additional days from the Bank may be requested and will be granted at the discretion of the Catastrophic Leave Committee. If any Catastrophic Leave Bank days are granted by the Committee to an applicant for a specific and qualified reason are not needed or used, the days shall be returned to the Bank. If the request is approved or denied, the bargaining unit member making the request shall be notified in writing of the decision. This decision shall be final and not subject to the grievance process of the agreement. Catastrophic Leave will require a medical verification to substantiate the illness or injury.

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

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

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

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ARTICLE 17: TRANSFERS

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

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

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

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

17.4 A transfer shall mean the reassignment of a unit member without examination from one position to another in the class currently held or, if no reemployment list exists for the class.

17.5 Voluntary Transfers:

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

17.5.2 When a unit member is notified of the transfer, the unit member shall have three (3) work days from the date of notification to accept or decline the transfer. The member's decision on the third day is final. No transfer applications will be accepted after the closing date.

17.5.3 The following factors shall be considered in evaluating applicants. These are not used in order of priority: (a) job related education and training experience; (b) work experience in the same or related field; (c) specific needs of the District for the position; (d) work related technical skills; (e) attendance, and (f) discipline documented in the personnel filed during the one year prior to transfer request. When the hiring supervisor finds two (2) or more unit members qualified and substantially equal in qualifications and makes the recommendation to the Human Resources Office, the unit member with the greater seniority shall fill the position. In the event the most senior unit member is not

selected for the transfer, the Director of Classified Human Resources shall notify CSEA President and the unit member in writing as to the selection rationale. Upon request, the CSEA President may request a meeting to be held within two (2) workdays to discuss the selection rationale.

17.5.4 A unit member seeking a voluntary transfer may be denied said transfer on the basis of poor job performance as evidenced by marks of "Does Not Meet District Standards" or "Needs to Improve" on his/her last evaluation conducted in their current classification, and/or disciplinary actions as defined by Article 21.2 (b-e), in the member's personnel file. Discipline in the personnel file more than one (1) year from the date of posting will not count. Any evaluations conducted under Article 18: Promotion shall not apply to this article section.

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

17.5.6 For purposes of this Article, seniority shall be determined by the unit member's hire date in their classification. When two or more unit members have the same hire date, then the determining factor shall be by lot as stated in Article 20.

17.5.7 When only one (1) member applies for the posted vacancy, the hiring authority has the following options:

17.5.7.1 Select the most senior unit member, or

17.5.7.2 Interview the unit member and first two (2) available ranks from the applicable eligibility list.

17.6 <u>Involuntary Transfers:</u>

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

conference, and the chapter president shall be consulted prior to the effective date of the reassignment.

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

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

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

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

17.10 Each special education Instructional Assistant or Paraeducator whose assigned teacher is moved due to the transfer of the special education program location shall move with that teacher.

17.11 Transfer Limitation

17.11.1 If the hiring manager does not select the most senior unit member, the hiring manager may select the following process: Unit members will be permitted to transfer into a like position (same classification, same number of hours, same number of work days per year) two times within any twelve (12) month period.

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ARTICLE 18: PROMOTION

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

18.2 Posting of Notices:

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

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

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

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

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

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

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

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

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

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ARTICLE 19: CLASSIFICATION/RECLASSIFICATION AND REINSTATEMENT

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

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

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

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

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

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

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

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

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

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

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

19.3 Incumbent Rights/Reclassification:

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

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

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

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

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

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

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

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ARTICLE 20: LAYOFF, REEMPLOYMENT, AND THE EFFECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.8 Bumping Rights:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Transfers within class;

(b) Layoff reemployment list;

(c) Transfer from a related class with the same salary range or voluntary demotion from a related class with the same salary range or voluntary demotion from a related class through the transfer process;

(d) Promotion; and

(e) Open examination.

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

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

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

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

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

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

20.17 Health and Welfare Benefits:

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

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

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

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ARTICLE 21: DISCIPLINARY ACTION

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

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

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

A. oral warning(s)

B. written warning(s)

C. letter(s) of reprimand

D. Suspension(s)

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

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

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

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

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

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

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

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

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

21.3 Emergency Suspension:

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

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

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

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ARTICLE 22: GRIEVANCES

22.1 Definitions:

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

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

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

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

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

22.1.6 Either party may request a conference, via email, at level one, level two, and level three. Conference shall be held within five (5) days of the response from the previous level unless the timeline has been adjusted by mutual consent. The grievant shall be given forty-eight (48) hours advance notice of any grievance meeting unless a shorter notice is mutually agreeable. When such meetings occur during the grievant’s/Association representative’s scheduled working hours, he/she shall be released without loss of pay to attend the meeting. The grievant shall be permitted to be accompanied by an Association representative at the scheduled meeting. If the Association representative is an employee of the District, such representative shall be released without loss of pay to attend the scheduled meeting. The grievant shall be present at all grievance meetings. Absence of the grievant at a meeting shall constitute a waiver of the grievant’s right to further processing of the grievance. In instances of emergency or illness, the grievant shall have the right to have the meeting rescheduled.

22.2 Objective: Both parties commit to prioritizing solutions over conflicts.

22.3. Procedure:

22.3.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve the problem by scheduling an informal conference

with the Administrator. The grievant may be accompanied by his/her Association representative at the informal conference with the Administrator. The problem shall be discussed orally, including the nature of the problem, person or persons involved, and remedy sought. If the grievant is not satisfied with the resolution attempted in the informal process, the grievant may proceed to Level One of the formal grievance processes.

22.3.2 Formal Level:

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

22.3..1 This grievance statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article(s), section(s), and paragraph(s) of this Agreement that is (are) alleged to have been violated, the names of persons who witnessed or have firsthand knowledge of the grievance, and the remedy sought. The grievance shall be signed by the grievant.

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

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

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

22.3.2.3 Level Three: If the grievant is not satisfied with the adjustment at Level Two, the grievant may submit the grievance form, Level Three, to the District Superintendent within ten (10) days after the receipt of the response at

Level Two or within ten (10) days after the time period called for in Level Two has passed. The Superintendent, or his/her designee, will respond in writing within ten (10) days of receipt of said grievance.

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

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

22.3.2.5 Level Five: If not satisfied with the decision at Level Four, the grievant may, within fifteen (15) days from the Level Four decision being rendered, submit a request in writing to the Association for an arbitration of the dispute.

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

22.3.2.7 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation and Mediation Service or the American Arbitration Association to supply a panel of seven (7) names or arbitrators. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by drawing lots. If a question of arbitration arises, it will be ruled upon by the arbitrator prior to rendering a decision in the case. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. The arbitrator's decision shall be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The parties shall be afforded the opportunity to submit written briefs. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violated of the terms of this Agreement. The arbitrator shall consider only those issues which have been properly carried through all prior stages of the grievance procedure. The arbitrator shall have no power to add to, subtract from, alter, amend or modify

the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all parties. Costs for the services of the arbitrator, limited to per diem expenses, travel and subsistence expenses and the costs of a hearing room, will be borne equally by the District and the Association. Other costs will be borne by the party incurring them.

22.4 Grievance Meeting: Either party may request a conference, via email, at level one, level two, and level three. Conference shall be held within 5 days of the response from the previous level unless the timeline has been adjusted by mutual consent. The grievant shall be given forty-eight (48) hours advance notice of any grievance meeting unless a shorter notice is mutually agreeable. When such meetings occur during the grievant's/Association representative's scheduled working hours, he/she shall be released without loss of pay to attend the meeting. The grievant shall be permitted to be accompanied by an Association representative at the scheduled meeting. If the Association representative is an employee of the District, such representative shall be released without loss of pay to attend the scheduled meeting. The grievant shall be present at all grievance meetings. Absence of the grievant at a meeting shall constitute a waiver of the grievant's right to further processing of the grievance. In instances of emergency or illness, the grievant shall have the right to have the meeting rescheduled.

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

22.6 Unit Member Processed Grievances:

A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by unit members directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review.

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

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

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ARTICLE 23: CONTRACTING OUT

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

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

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

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

23.3 Use Of Volunteers:

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

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

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

23.4 Use Of Volunteers For Facilities Projects**:**

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

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

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

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

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

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

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

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

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ARTICLE 24: SAFETY

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

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

24.3 A unit member has the right and the responsibility to report, in writing using the Workplace Violence Report Form, any practice, condition, or specific occurrence which the unit member believes, or in the course of reasonable diligence should have realized, poses a threat to the health or safety of any person associated with the District. This includes, but is not limited to, threats of physical harm or cases of assault and/or battery suffered by the unit member in connection with their employment. Upon notification, the District shall acknowledge receipt of the report within two (2) working days. The District shall initiate the investigation and take action deemed necessary to correct any unsafe situation within thirty (30) calendar days of receiving the report or within a reasonable timeframe if circumstances require additional time.

Upon written request, the District shall provide the unit member with a status update on the investigation and, if appropriate, any recommendations or corrective actions resulting from the investigation.

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

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

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

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ARTICLE 25: EFFECTS OF AGREEMENT

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

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

25.3 This Agreement shall constitute the full and complete commitment between both parties 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 voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

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ARTICLE 26: SEVERABILITY

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

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

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ARTICLE 27: CONCERTED ACTIVITIES

27.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the 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.

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

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

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

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

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ARTICLE 28: DISTRICT RIGHTS

28.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation(s); determine the methods of raising revenue; contract out work in accordance with this agreement; take action on any matter in the event of an emergency; and retain the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.

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

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

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ARTICLE 29: TERM OF AGREEMENT

29.1 The terms and conditions of this Agreement shall remain in effect from November 1, 2024 to October 31, 2027 except where modified by mutual agreement.

29.1.1 The parties agree that the contract period of November 1, 2024 through October 31, 2027, salary and health benefits shall be open for negotiations. Both parties agree that two additional articles may be selected by each party every year of the contract. Any other issues mutually agreed upon by the parties may be reopened for negotiations.

29.1.1.1 For the 2026-2027 reopener negotiations, the parties agree to open Article 20: Layoffs in addition to the articles stated above.

29.1.2 Notice that the Association wishes to reopen negotiations, and which issues it wishes to reopen must be given to the District by August 31st. The District must give notice to CSEA of which issues it wishes to reopen by September 15th.

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

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Appendix A: Classifications

2023-2024 Active Classifications w/ Salary Ranges **Oxnard School District**

RANGE	CHILD NUTRITION SERVICES
17	Child Nutrition Services Operations Specialist
11	Child Nutrition Cafeteria Coordinator
3	Child Nutrition Worker

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

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

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

RANGE	HUMAN RESOURCES
22	Credential Technician
20	Risk Management Specialist
16	Human Resources Technician
13	Human Resources Assistant

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

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

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

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

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

RANGE	OTHER
1	Campus Assistant

RANGE	EXEMPT
$15.50	AVID Tutors

Updated 06.07.2023

Appendix B: Classified Salary Schedule

APPENDIX B

2% increase retroactive to 07/01/2024; Board Approved May 21, 2025

	Step A	Step B	Step C	Step D	Step E
Range 1	$ 18.53	$ 19.46	$ 20.43	$ 21.45	$ 22.52
Range 2	$ 19.01	$ 19.96	$ 20.96	$ 22.01	$ 23.11
Range 3	$ 19.47	$ 20.45	$ 21.47	$ 22.54	$ 23.67
Range 4	$ 19.95	$ 20.95	$ 22.00	$ 23.10	$ 24.25
Range 5	$ 20.47	$ 21.49	$ 22.56	$ 23.69	$ 24.88
Range 6	$ 20.94	$ 21.98	$ 23.08	$ 24.24	$ 25.45
Range 7	$ 21.47	$ 22.54	$ 23.67	$ 24.85	$ 26.09
Range 8	$ 21.99	$ 23.09	$ 24.24	$ 25.46	$ 26.73
Range 9	$ 22.53	$ 23.65	$ 24.84	$ 26.08	$ 27.38
Range 10	$ 23.08	$ 24.23	$ 25.44	$ 26.71	$ 28.05
Range 11	$ 23.68	$ 24.86	$ 26.10	$ 27.41	$ 28.78
Range 12	$ 24.23	$ 25.44	$ 26.72	$ 28.05	$ 29.45
Range 13	$ 24.84	$ 26.08	$ 27.39	$ 28.75	$ 30.19
Range 14	$ 25.44	$ 26.71	$ 28.05	$ 29.45	$ 30.92
Range 15	$ 26.10	$ 27.40	$ 28.77	$ 30.21	$ 31.72
Range 16	$ 26.71	$ 28.04	$ 29.44	$ 30.91	$ 32.46
Range 17	$ 27.39	$ 28.76	$ 30.20	$ 31.71	$ 33.29
Range 18	$ 28.04	$ 29.44	$ 30.91	$ 32.46	$ 34.08
Range 19	$ 28.79	$ 30.22	$ 31.74	$ 33.32	$ 34.99
Range 20	$ 29.44	$ 30.92	$ 32.46	$ 34.09	$ 35.79
Range 21	$ 30.18	$ 31.69	$ 33.27	$ 34.94	$ 36.68
Range 22	$ 30.94	$ 32.49	$ 34.11	$ 35.82	$ 37.61
Range 23	$ 31.74	$ 33.33	$ 34.99	$ 36.74	$ 38.58
Range 24	$ 32.49	$ 34.12	$ 35.82	$ 37.61	$ 39.49
Range 25	$ 33.29	$ 34.95	$ 36.70	$ 38.53	$ 40.46
Range 26	$ 34.09	$ 35.80	$ 37.59	$ 39.47	$ 41.44
Range 27	$ 34.97	$ 36.72	$ 38.56	$ 40.49	$ 42.51
Range 28	$ 35.82	$ 37.61	$ 39.49	$ 41.47	$ 43.54
Range 29	$ 36.71	$ 38.55	$ 40.47	$ 42.50	$ 44.62
Range 30	$ 37.56	$ 39.44	$ 41.41	$ 43.48	$ 45.65
Range 31	$ 38.54	$ 40.47	$ 42.49	$ 44.62	$ 46.85
Range 32	$ 39.42	$ 41.40	$ 43.47	$ 45.64	$ 47.92
Range 33	$ 40.46	$ 42.48	$ 44.61	$ 46.84	$ 49.18
Range 34	$ 41.41	$ 43.48	$ 45.65	$ 47.94	$ 50.33
Range 35	$ 42.46	$ 44.59	$ 46.82	$ 49.16	$ 51.61
Range 36	$ 43.46	$ 45.64	$ 47.92	$ 50.32	$ 52.83
Range 37	$ 44.60	$ 46.83	$ 49.17	$ 51.63	$ 54.22
Range 38	$ 45.64	$ 47.92	$ 50.32	$ 52.83	$ 55.47
Range 39	$ 46.81	$ 49.15	$ 51.61	$ 54.19	$ 56.90
Range 40	$ 47.92	$ 50.31	$ 52.83	$ 55.47	$ 58.24
Range 41	$ 49.16	$ 51.61	$ 54.20	$ 56.90	$ 59.75
Range 42	$ 50.30	$ 52.82	$ 55.46	$ 58.23	$ 61.14
Range 43	$ 51.61	$ 54.19	$ 56.90	$ 59.75	$ 62.74
Range 44	$ 52.82	$ 55.46	$ 58.23	$ 61.15	$ 64.20

Employee Anniversary Increments:

Anniversary increments in the amount of $111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	$0.64
10 years of service:	$1.28
15 years of service:	$1.93
20 years of service:	$2.57
25 years of service:	$3.21
30 years of service:	$3.85

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

Bilingual Stipend:

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

Classified Substitute Pay:

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

AVID Tutor (exempt) $16.50 per hour

CSEA/OSD

2024-25 CLASSIFIED SALARY SCHEDULE

MONTHLY

2% increase retroactive to 07/01/2024; Board Approved May 21, 2025

	Step A	Step B	Step C	Step D	Step E
Range 1	$ 3,211.99	$ 3,372.59	$ 3,541.22	$ 3,718.29	$ 3,904.20
Range 2	$ 3,295.08	$ 3,459.83	$ 3,632.82	$ 3,814.46	$ 4,005.19
Range 3	$ 3,375.19	$ 3,543.95	$ 3,721.15	$ 3,907.20	$ 4,102.57
Range 4	$ 3,458.27	$ 3,631.19	$ 3,812.74	$ 4,003.38	$ 4,203.55
Range 5	$ 3,547.29	$ 3,724.65	$ 3,910.89	$ 4,106.43	$ 4,311.75
Range 6	$ 3,628.89	$ 3,810.33	$ 4,000.85	$ 4,200.89	$ 4,410.93
Range 7	$ 3,720.87	$ 3,906.91	$ 4,102.26	$ 4,307.37	$ 4,522.74
Range 8	$ 3,811.37	$ 4,001.94	$ 4,202.03	$ 4,412.14	$ 4,632.74
Range 9	$ 3,904.84	$ 4,100.08	$ 4,305.08	$ 4,520.34	$ 4,746.35
Range 10	$ 3,999.79	$ 4,199.78	$ 4,409.76	$ 4,630.25	$ 4,861.77
Range 11	$ 4,103.64	$ 4,308.82	$ 4,524.26	$ 4,750.47	$ 4,988.00
Range 12	$ 4,200.07	$ 4,410.08	$ 4,630.58	$ 4,862.11	$ 5,105.21
Range 13	$ 4,305.41	$ 4,520.68	$ 4,746.71	$ 4,984.05	$ 5,233.25
Range 14	$ 4,409.26	$ 4,629.72	$ 4,861.21	$ 5,104.27	$ 5,359.48
Range 15	$ 4,523.50	$ 4,749.67	$ 4,987.16	$ 5,236.51	$ 5,498.34
Range 16	$ 4,628.83	$ 4,860.27	$ 5,103.29	$ 5,358.45	$ 5,626.37
Range 17	$ 4,747.52	$ 4,984.90	$ 5,234.14	$ 5,495.85	$ 5,770.64
Range 18	$ 4,860.27	$ 5,103.29	$ 5,358.45	$ 5,626.37	$ 5,907.69
Range 19	$ 4,989.35	$ 5,238.81	$ 5,500.76	$ 5,775.79	$ 6,064.58
Range 20	$ 5,103.58	$ 5,358.76	$ 5,626.70	$ 5,908.04	$ 6,203.44
Range 21	$ 5,231.17	$ 5,492.73	$ 5,767.37	$ 6,055.74	$ 6,358.53
Range 22	$ 5,363.21	$ 5,631.38	$ 5,912.94	$ 6,208.59	$ 6,519.02
Range 23	$ 5,501.19	$ 5,776.25	$ 6,065.06	$ 6,368.31	$ 6,686.73
Range 24	$ 5,631.75	$ 5,913.33	$ 6,209.00	$ 6,519.45	$ 6,845.42
Range 25	$ 5,769.72	$ 6,058.21	$ 6,361.12	$ 6,679.17	$ 7,013.13
Range 26	$ 5,909.18	$ 6,204.64	$ 6,514.87	$ 6,840.61	$ 7,182.64
Range 27	$ 6,061.99	$ 6,365.09	$ 6,683.34	$ 7,017.51	$ 7,368.39
Range 28	$ 6,208.87	$ 6,519.31	$ 6,845.28	$ 7,187.54	$ 7,546.92
Range 29	$ 6,363.16	$ 6,681.32	$ 7,015.39	$ 7,366.15	$ 7,734.46
Range 30	$ 6,510.04	$ 6,835.54	$ 7,177.32	$ 7,536.18	$ 7,912.99
Range 31	$ 6,680.65	$ 7,014.68	$ 7,365.42	$ 7,733.69	$ 8,120.37
Range 32	$ 6,833.46	$ 7,175.14	$ 7,533.89	$ 7,910.59	$ 8,306.12
Range 33	$ 7,012.98	$ 7,363.63	$ 7,731.81	$ 8,118.40	$ 8,524.32
Range 34	$ 7,177.66	$ 7,536.54	$ 7,913.37	$ 8,309.04	$ 8,724.49
Range 35	$ 7,360.14	$ 7,728.15	$ 8,114.56	$ 8,520.28	$ 8,946.30
Range 36	$ 7,533.72	$ 7,910.41	$ 8,305.93	$ 8,721.22	$ 9,157.29
Range 37	$ 7,731.04	$ 8,117.59	$ 8,523.47	$ 8,949.65	$ 9,397.13
Range 38	$ 7,910.56	$ 8,306.08	$ 8,721.39	$ 9,157.46	$ 9,615.33
Range 39	$ 8,113.81	$ 8,519.50	$ 8,945.47	$ 9,392.75	$ 9,862.39
Range 40	$ 8,305.19	$ 8,720.45	$ 9,156.48	$ 9,614.30	$ 10,095.02
Range 41	$ 8,520.32	$ 8,946.33	$ 9,393.65	$ 9,863.33	$ 10,356.50
Range 42	$ 8,719.12	$ 9,155.07	$ 9,612.83	$ 10,093.47	$ 10,598.14
Range 43	$ 8,946.11	$ 9,393.41	$ 9,863.09	$ 10,356.24	$ 10,874.05
Range 44	$ 9,155.30	$ 9,613.06	$ 10,093.71	$ 10,598.40	$ 11,128.32

Employee Anniversary Increments:

Anniversary increments in the amount of $111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	$111.25
10 years of service:	$222.50
15 years of service:	$333.75
20 years of service:	$445.00
25 years of service:	$556.25
30 years of service:	$667.50

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

Bilingual Stipend:

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

Classified Substitute Pay:

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

AVID Tutor (exempt) $16.50 per hour

2025-2026 Active Classifications w/ Salary Ranges — Oxnard School District

RANGE	CHILD NUTRITION SERVICES
17	Child Nutrition Services Operations Specialist
16	Child Nutrition Cafeteria Coordinator
10	Child Nutrition Worker II (Cook)
7	Child Nutrition Worker

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

RANGE	COMMUNITY RELATIONS
31	Mental Health Clinician
22	District Community Liaison
22	Outreach Specialist
22	Parent Support Liaison
22	Interpreter/Community Support Liaison-Trilingual
19	Special Education Service Coordinator
18	After School Program Site Coordinator
17	Family Liaison

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

RANGE	HUMAN RESOURCES
22	Credential Technician
20	Risk Management Specialist
16	Human Resources Technician
13	Human Resources Assistant

RANGE	INSTRUCTIONAL SUPPORT
43	School Occupational Therapist
29	Music Instructor
29	Arts Instructor
26	Speech-Language Pathology Assistant
19	Paraeducator - Hearing Impaired (Sign Language)
18	Health Care Technician
12	Paraeducator - Special Education
9	Adaptive Technology Specialist
9	Paraeducator - Hearing Impaired (Oral Speech)
9	Registered Behavior Technician
7	Expanded Learning Specialist
6	Infant Program Assistant
5	Instructional Assistant - Special Ed. (RSP)
5	Instructional Physically Handicapped Assistant
4	Paraeducator - General Education

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

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

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

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

RANGE	OTHER
1	Campus Assistant

RANGE	EXEMPT
$16.50	AVID Tutors

CSEA/OSD

2025-26 CLASSIFIED SALARY SCHEDULE

MONTHLY

(effective 07/01/2025)

	Step A	Step B	Step C	Step D	Step E
Range 1	$ 3,211.99	$ 3,372.59	$ 3,541.22	$ 3,718.29	$ 3,904.20
Range 2	$ 3,295.08	$ 3,459.83	$ 3,632.82	$ 3,814.46	$ 4,005.19
Range 3	$ 3,375.19	$ 3,543.95	$ 3,721.15	$ 3,907.20	$ 4,102.57
Range 4	$ 3,458.27	$ 3,631.19	$ 3,812.74	$ 4,003.38	$ 4,203.55
Range 5	$ 3,547.29	$ 3,724.65	$ 3,910.89	$ 4,106.43	$ 4,311.75
Range 6	$ 3,628.89	$ 3,810.33	$ 4,000.85	$ 4,200.89	$ 4,410.93
Range 7	$ 3,720.87	$ 3,906.91	$ 4,102.26	$ 4,307.37	$ 4,522.74
Range 8	$ 3,811.37	$ 4,001.94	$ 4,202.03	$ 4,412.14	$ 4,632.74
Range 9	$ 3,904.84	$ 4,100.08	$ 4,305.08	$ 4,520.34	$ 4,746.35
Range 10	$ 3,999.79	$ 4,199.78	$ 4,409.76	$ 4,630.25	$ 4,861.77
Range 11	$ 4,103.64	$ 4,308.82	$ 4,524.26	$ 4,750.47	$ 4,988.00
Range 12	$ 4,200.07	$ 4,410.08	$ 4,630.58	$ 4,862.11	$ 5,105.21
Range 13	$ 4,305.41	$ 4,520.68	$ 4,746.71	$ 4,984.05	$ 5,233.25
Range 14	$ 4,409.26	$ 4,629.72	$ 4,861.21	$ 5,104.27	$ 5,359.48
Range 15	$ 4,523.50	$ 4,749.67	$ 4,987.16	$ 5,236.51	$ 5,498.34
Range 16	$ 4,628.83	$ 4,860.27	$ 5,103.29	$ 5,358.45	$ 5,626.37
Range 17	$ 4,747.52	$ 4,984.90	$ 5,234.14	$ 5,495.85	$ 5,770.64
Range 18	$ 4,860.27	$ 5,103.29	$ 5,358.45	$ 5,626.37	$ 5,907.69
Range 19	$ 4,989.35	$ 5,238.81	$ 5,500.76	$ 5,775.79	$ 6,064.58
Range 20	$ 5,103.58	$ 5,358.76	$ 5,626.70	$ 5,908.04	$ 6,203.44
Range 21	$ 5,231.17	$ 5,492.73	$ 5,767.37	$ 6,055.74	$ 6,358.53
Range 22	$ 5,363.21	$ 5,631.38	$ 5,912.94	$ 6,208.59	$ 6,519.02
Range 23	$ 5,501.19	$ 5,776.25	$ 6,065.06	$ 6,368.31	$ 6,686.73
Range 24	$ 5,631.75	$ 5,913.33	$ 6,209.00	$ 6,519.45	$ 6,845.42
Range 25	$ 5,769.72	$ 6,058.21	$ 6,361.12	$ 6,679.17	$ 7,013.13
Range 26	$ 5,909.18	$ 6,204.64	$ 6,514.87	$ 6,840.61	$ 7,182.64
Range 27	$ 6,061.99	$ 6,365.09	$ 6,683.34	$ 7,017.51	$ 7,368.39
Range 28	$ 6,208.87	$ 6,519.31	$ 6,845.28	$ 7,187.54	$ 7,546.92
Range 29	$ 6,363.16	$ 6,681.32	$ 7,015.39	$ 7,366.15	$ 7,734.46
Range 30	$ 6,510.04	$ 6,835.54	$ 7,177.32	$ 7,536.18	$ 7,912.99
Range 31	$ 6,680.65	$ 7,014.68	$ 7,365.42	$ 7,733.69	$ 8,120.37
Range 32	$ 6,833.46	$ 7,175.14	$ 7,533.89	$ 7,910.59	$ 8,306.12
Range 33	$ 7,012.98	$ 7,363.63	$ 7,731.81	$ 8,118.40	$ 8,524.32
Range 34	$ 7,177.66	$ 7,536.54	$ 7,913.37	$ 8,309.04	$ 8,724.49
Range 35	$ 7,360.14	$ 7,728.15	$ 8,114.56	$ 8,520.28	$ 8,946.30
Range 36	$ 7,533.72	$ 7,910.41	$ 8,305.93	$ 8,721.22	$ 9,157.29
Range 37	$ 7,731.04	$ 8,117.59	$ 8,523.47	$ 8,949.65	$ 9,397.13
Range 38	$ 7,910.56	$ 8,306.08	$ 8,721.39	$ 9,157.46	$ 9,615.33
Range 39	$ 8,113.81	$ 8,519.50	$ 8,945.47	$ 9,392.75	$ 9,862.39
Range 40	$ 8,305.19	$ 8,720.45	$ 9,156.48	$ 9,614.30	$ 10,095.02
Range 41	$ 8,520.32	$ 8,946.33	$ 9,393.65	$ 9,863.33	$ 10,356.50
Range 42	$ 8,719.12	$ 9,155.07	$ 9,612.83	$ 10,093.47	$ 10,598.14
Range 43	$ 8,946.11	$ 9,393.41	$ 9,863.09	$ 10,356.24	$ 10,874.05
Range 44	$ 9,155.30	$ 9,613.06	$ 10,093.71	$ 10,598.40	$ 11,128.32

Board Approved 6/18/2025

Employee Anniversary Increments:

Anniversary increments in the amount of $111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	$111.25
10 years of service:	$222.50
15 years of service:	$333.75
20 years of service:	$445.00
25 years of service:	$556.25
30 years of service:	$667.50

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

Bilingual Stipend:

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

Classified Substitute Pay:

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

AVID Tutor (exempt) $16.50 per hour

updated 8/20/2025

CSEA/OSD

2025-26 CLASSIFIED SALARY SCHEDULE

HOURLY

(effective 07/01/2025)

	Step A	Step B	Step C	Step D	Step E
Range 1	$ 18.53	$ 19.46	$ 20.43	$ 21.45	$ 22.52
Range 2	$ 19.01	$ 19.96	$ 20.96	$ 22.01	$ 23.11
Range 3	$ 19.47	$ 20.45	$ 21.47	$ 22.54	$ 23.67
Range 4	$ 19.95	$ 20.95	$ 22.00	$ 23.10	$ 24.25
Range 5	$ 20.47	$ 21.49	$ 22.56	$ 23.69	$ 24.88
Range 6	$ 20.94	$ 21.98	$ 23.08	$ 24.24	$ 25.45
Range 7	$ 21.47	$ 22.54	$ 23.67	$ 24.85	$ 26.09
Range 8	$ 21.99	$ 23.09	$ 24.24	$ 25.46	$ 26.73
Range 9	$ 22.53	$ 23.65	$ 24.84	$ 26.08	$ 27.38
Range 10	$ 23.08	$ 24.23	$ 25.44	$ 26.71	$ 28.05
Range 11	$ 23.68	$ 24.86	$ 26.10	$ 27.41	$ 28.78
Range 12	$ 24.23	$ 25.44	$ 26.72	$ 28.05	$ 29.45
Range 13	$ 24.84	$ 26.08	$ 27.39	$ 28.75	$ 30.19
Range 14	$ 25.44	$ 26.71	$ 28.05	$ 29.45	$ 30.92
Range 15	$ 26.10	$ 27.40	$ 28.77	$ 30.21	$ 31.72
Range 16	$ 26.71	$ 28.04	$ 29.44	$ 30.91	$ 32.46
Range 17	$ 27.39	$ 28.76	$ 30.20	$ 31.71	$ 33.29
Range 18	$ 28.04	$ 29.44	$ 30.91	$ 32.46	$ 34.08
Range 19	$ 28.79	$ 30.22	$ 31.74	$ 33.32	$ 34.99
Range 20	$ 29.44	$ 30.92	$ 32.46	$ 34.09	$ 35.79
Range 21	$ 30.18	$ 31.69	$ 33.27	$ 34.94	$ 36.68
Range 22	$ 30.94	$ 32.49	$ 34.11	$ 35.82	$ 37.61
Range 23	$ 31.74	$ 33.33	$ 34.99	$ 36.74	$ 38.58
Range 24	$ 32.49	$ 34.12	$ 35.82	$ 37.61	$ 39.49
Range 25	$ 33.29	$ 34.95	$ 36.70	$ 38.53	$ 40.46
Range 26	$ 34.09	$ 35.80	$ 37.59	$ 39.47	$ 41.44
Range 27	$ 34.97	$ 36.72	$ 38.56	$ 40.49	$ 42.51
Range 28	$ 35.82	$ 37.61	$ 39.49	$ 41.47	$ 43.54
Range 29	$ 36.71	$ 38.55	$ 40.47	$ 42.50	$ 44.62
Range 30	$ 37.56	$ 39.44	$ 41.41	$ 43.48	$ 45.65
Range 31	$ 38.54	$ 40.47	$ 42.49	$ 44.62	$ 46.85
Range 32	$ 39.42	$ 41.40	$ 43.47	$ 45.64	$ 47.92
Range 33	$ 40.46	$ 42.48	$ 44.61	$ 46.84	$ 49.18
Range 34	$ 41.41	$ 43.48	$ 45.65	$ 47.94	$ 50.33
Range 35	$ 42.46	$ 44.59	$ 46.82	$ 49.16	$ 51.61
Range 36	$ 43.46	$ 45.64	$ 47.92	$ 50.32	$ 52.83
Range 37	$ 44.60	$ 46.83	$ 49.17	$ 51.63	$ 54.22
Range 38	$ 45.64	$ 47.92	$ 50.32	$ 52.83	$ 55.47
Range 39	$ 46.81	$ 49.15	$ 51.61	$ 54.19	$ 56.90
Range 40	$ 47.92	$ 50.31	$ 52.83	$ 55.47	$ 58.24
Range 41	$ 49.16	$ 51.61	$ 54.20	$ 56.90	$ 59.75
Range 42	$ 50.30	$ 52.82	$ 55.46	$ 58.23	$ 61.14
Range 43	$ 51.61	$ 54.19	$ 56.90	$ 59.75	$ 62.74
Range 44	$ 52.82	$ 55.46	$ 58.23	$ 61.15	$ 64.20

Board Approved 6/18/2025

Employee Anniversary Increments:

Anniversary increments in the amount of $111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. The dollar values for anniversary increments shall automatically adjust based on future salary adjustments.This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	$0.64
10 years of service:	$1.28
15 years of service:	$1.93
20 years of service:	$2.57
25 years of service:	$3.21
30 years of service:	$3.85

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

Bilingual Stipend:

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

Classified Substitute Pay:

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

AVID Tutor (exempt) $16.50 per hour

updated 8/20/2025

Appendix C: Dues Service Fee Schedule

DUES SCHEDULE

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

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

Chapter dues shall be $2.00 per month but shall not exceed $20.00 annually.

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

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

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Appendix D: Classified Employee Performance Form Report

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

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM

PERIOD OF REPORT _____ TO _____ END OF PROBATION_____

Employee's Name_____ Position _____

Location _____ Date _____

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

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

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

DISTRIBUTION: ☐ Human Resources ☐ *Employee* ☐ Supervisor

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

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

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

Supervisor's Signature	*Position Title*	*Date*

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

Employee's Signature	*Position Title*	*Date*

ADDENDUM TO CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM

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

Employee's Name _____

Position _____

Location _____

Date _____

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

Improvement Plan:

_____	_____	_____
Supervisor's Signature	*Position Title*	*Date*

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

_____	_____	_____
Employee's Signature	*Position Title*	*Date*

DISTRIBUTION: ☐ Human Resources ☐ Employee ☐ Supervisor

Revised 05.16.2024 Page 3 of 4

EVALUATION CATEGORY DEFINITIONS

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

   Proficiency in training employees and in planning, organizing, laying out and getting out work, leadership; promptness of action, soundness of decision; application of good management principles.

EVALUATION RANKING DEFINITIONS

Exceeds District Standards
The employee's job performance during the evaluation period has exceeded expectations; the employee's performance exceeds that which is normally required, definitely exceptional.

Meets District Standards
The employee's job performance during the evaluation period has met expectations; the employee's performance meets that which is normally required.

Needs to Improve
The employee's job performance during the evaluation period needs improvement and has not met expectations; therefore, an improvement plan will be established.

Does Not Meet District Standards
The employee's job performance during the evaluation period has not met minimum expectations, or, where applicable, the goals set in an improvement plan were not met.

1

Appendix E: Grievance Forms

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

LEVEL 1: EMPLOYEE'S GRIEVANCE STATEMENT
(CLASSIFIED)

1. Name of Grievant _____

2. Work Location _____

3. Job Title _____

4. Immediate Supervisor _____

5. Date Alleged Grievance Occurred _____

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

_____

7. Specific Contract Provision (S) _____

8. Remedy Requested _____

_____

9. Date of Informal Conference _____

10. Decision from Informal Conference _____

11. Grievance Representative (if applicable) _____

Grievant's Signature _____ **Date** _____

Classified Grievance Form #1
Distribution:

Original	Assistant Superintendent, Human Resources
Copy	Grievant
Copy	Administrator

Appendix E: Grievance Forms

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

LEVEL 2: EMPLOYEE'S GRIEVANCE APPEAL
(CLASSIFIED)

1. Name of Grievant _____

2 Date of Level 1 Decision _____

3. Reason for Appeal _____

_____

_____

4. Remedy Requested _____

5. Grievance Representative (if applicable) _____

Grievant's Signature _____ **Date** _____

Classified Grievance Form #2
Distribution:

Original	Assistant Superintendent, Human Resources
Copy	Grievant
Copy	Administrator

APPENDIX E: GRIEVANCE FORMS

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

LEVEL 3: EMPLOYEE'S GRIEVANCE APPEAL
(CLASSIFIED)

1. Name of Grievant _____

2 Date of Level 2 Decision _____

3. Reason for Appeal _____

_____

_____

4. Remedy Requested _____

5. Grievance Representative (if applicable) _____

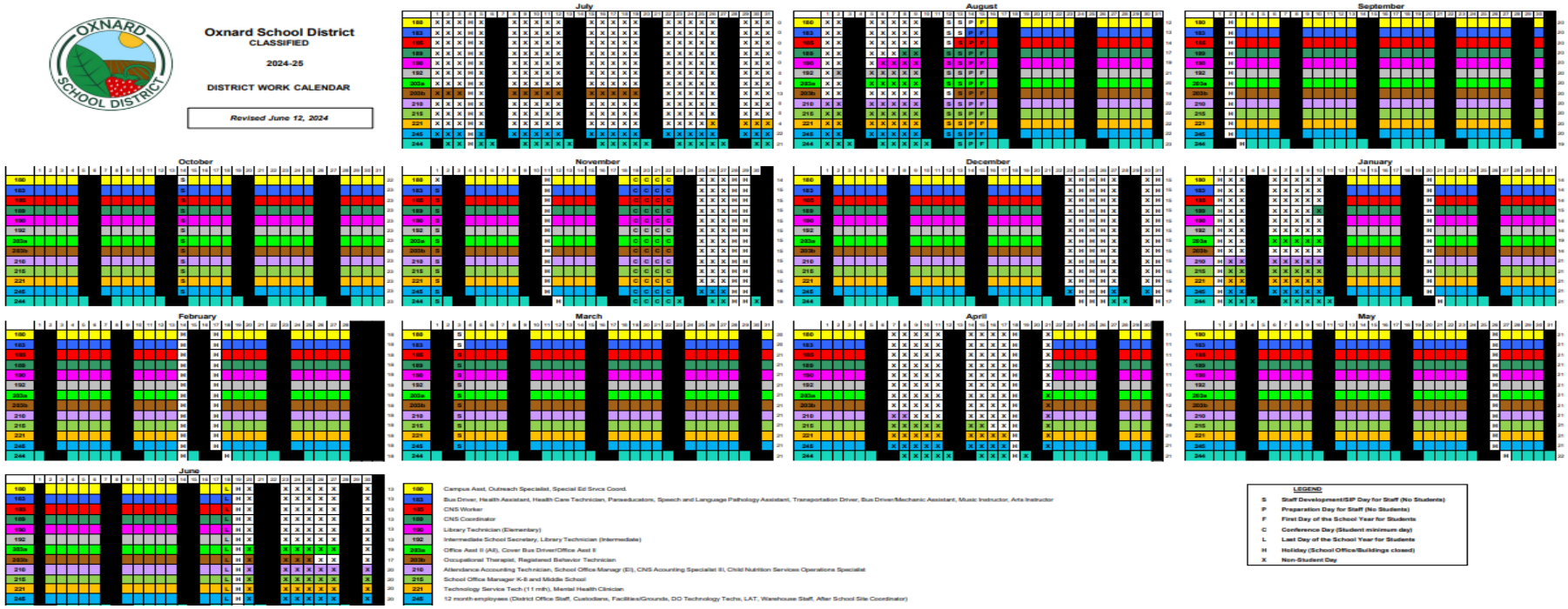
Grievant' s Signature _____ **Date** _____

Classified Grievance Form #3
Distribution:

Original	Assistant Superintendent, Human Resources
Copy	Grievant
Copy	Administrator

Appendix F: CSEA Work Calendars

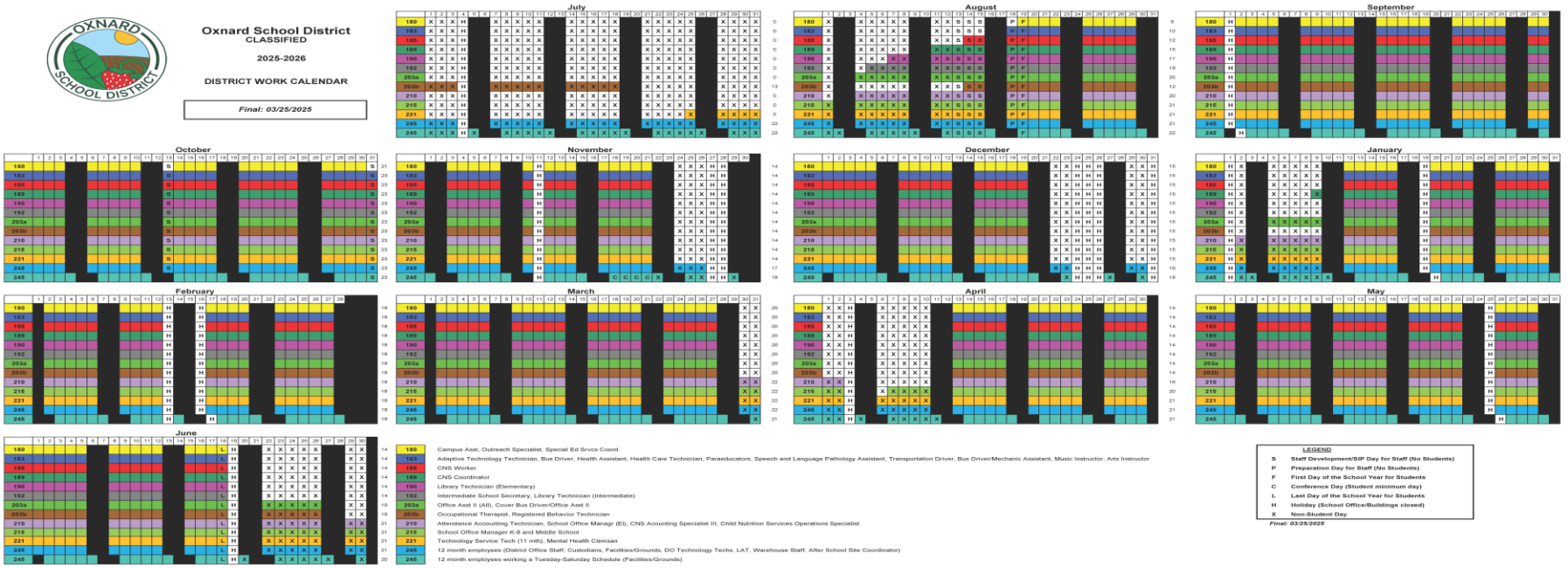
CSEA WORK CALENDARS 2024-2025



Appendix F: CSEA Work Calendars

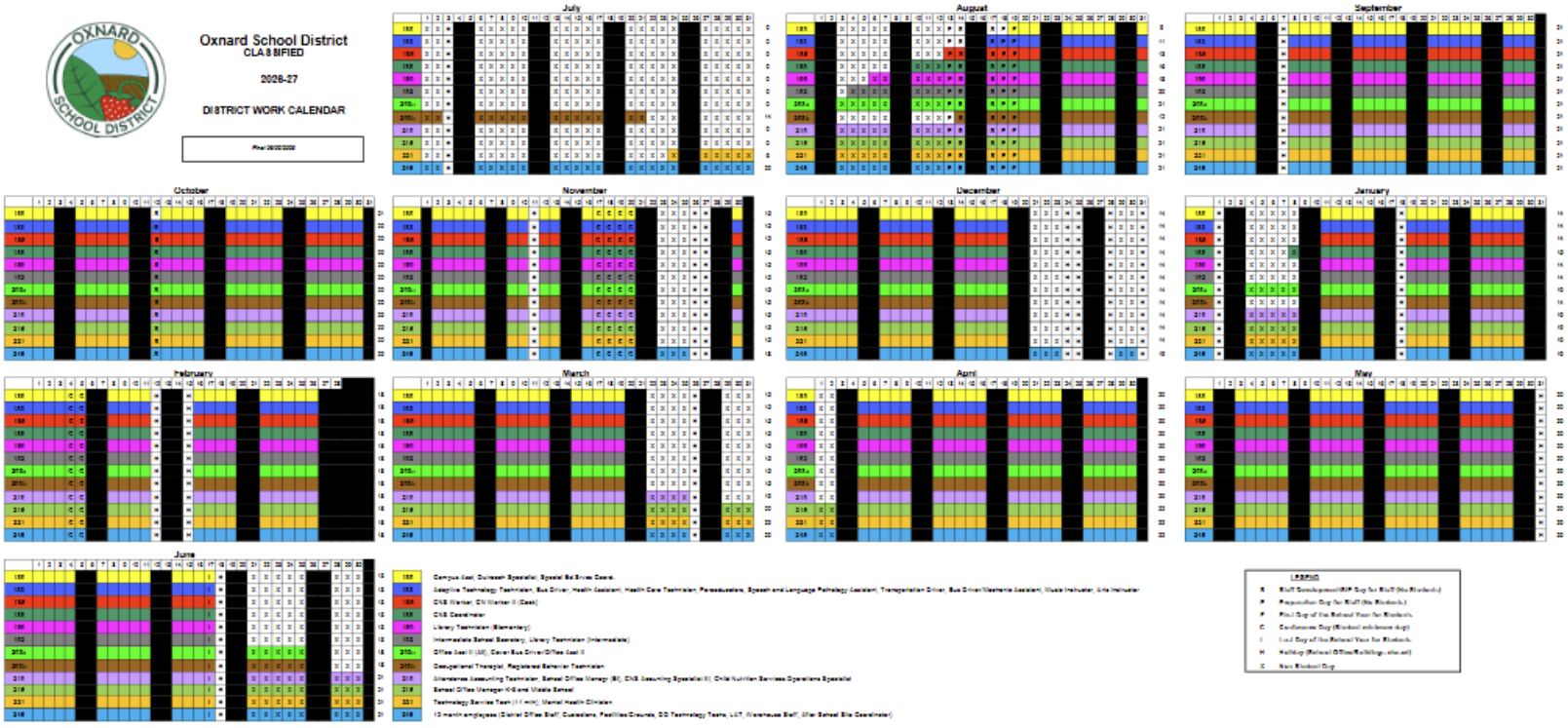
CSEA WORK CALENDARS 2025-2026

4



Appendix F: CSEA Work Calendars

CSEA WORK CALENDARS 2026-2027



Appendix G: Newly Hired Employee Access

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

Memorandum of Understanding

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

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

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

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

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

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

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

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

1

APPENDIX G

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

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

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

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

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

APPENDIX G

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

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

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

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

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

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

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

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

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

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

APPENDIX G

a. "Grievant" shall only include CSEA and its Oxnard School District Chapter #272.

b. "Grievance" shall not require the individual or group of employees to be adversely affected.

c. The grievance process will begin at step 2, filed within five (5) days of the alleged violation. The "mediation" step may be skipped on notice by either party.

d. Upon reaching the arbitration step, the parties agree to expedited arbitration within thirty (30) days of the grievance filing or such other period as is mutually-agreed upon before a mutually agreed upon arbitrator or as provided for under section 22.2.2.7 of the collective bargaining agreement.

California School Employees Association, Chapter 272

By: Shari Rascon
Shari Rascon, CSEA Chapter 272 President

Jennifer Rener, Labor Relations Representative

Oxnard School District

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

Appendix H: MOU Seniority & Longevity re: Campus Assistants

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

February 21, 2019 **Time:**

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

1. Seniority Date in relation to Transfer and Layoffs:

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

2. Longevity date:

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

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

California School Employees Association
Chapter 272

Oxnard School District

Jessie Poland, President

2/21/19
Date

2-21-19
Date

APPENDIX H

Campus Assistants
Hired 11/04/2009 or Prior

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

Appendix I: Participation Agreement

Agreement on file with the Human Resources Department and accessible electronically upon request.

Appendix J: 2026-27 Effects of Layoff Agreement

OXNARD SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,
Oxnard Chapter 272

MEMORANDUM OF UNDERSTANDING
2026-27 Effects of Layoff Agreement
March 31, 2026

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

Recitals:

1. The District has been experiencing several years of continued declining student enrollment. This decline in funding has forced the district to consider layoffs and reductions of positions due to a lack of work or lack of funds.

2. The parties met to negotiate the effects of the layoff and the decision and effects of the reduction in hours.

Therefore, the parties agree as follows:

A. General Provisions

1. Effective July 1, 2026, the District will layoff or reduce the classifications listed in the attached document. (see attached).
2. The District will provide written notice to the employee as stated in Article 20.3 Notice of Layoff in the collective bargaining agreement.
3. Members affected by layoff will receive their statutory rights as stated in the Education Code and the collective bargaining agreement.
4. The parties will meet to review the displacement rights of the members. The District ensures that the documentation presented to CSEA on affected members of prior classifications, as well as their seniority list, is accurate.
5. If an employee bumps into a former classification, the affected employee will be placed at their current step on the salary schedule.
6. All unit members who are eligible for health insurance benefits and who are subject to a reduction in force ("RIF"), and who are not reemployed by July 1, 2026, shall continue to receive employer-sponsored health insurance coverage through September 30, 2026, provided that the unit member timely remits the required employee premium contributions each month through September 30, 2026. Any impacted unit member who is not eligible for health insurance benefits at the time of the RIF and who is not reemployed by July 1, 2026, shall receive one (1) additional month of base pay. Such payment shall be issued no later than July 31, 2026.
7. The District agrees that, due to the layoff or reduction in hours, work previously performed by the laid-off classified positions shall cease to be performed to not increase the workload for any remaining bargaining unit members.

16. Unit members laid off shall receive preference for substitute or temporary assignments in any classification for which they meet minimum qualifications before any other unit member or outside applicant is allowed to serve as a substitute or temporary employee.

The parties agree that this agreement is subject to the CSEA Policy 610 review.

Tentatively agreed on the 31st day of March 2026

Association:

Porfirio Ramirez, Vice-President

Lisa Towery, CSEA Labor Representative

Steven Everett

Ray Ibay

Maria Gonzalez

Margaret Wiley

Juan Regalado

Alicia Serrato

District:

Dr. Scott Carroll, Asst. Sup, HR

Appendix K: Tree Trimming Contracting Out

OXNARD SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,
OXNARD CHAPTER 272
Tree Trimming Contracting Out MOU
August 6, 2026

TERMS AND CONDITIONS: The Oxnard School District (hereinafter, "District") and the California School Employees Association and its Oxnard Chapter 272 (hereinafter, "Association."), collectively ("the Parties") in recognition of their mutual interests and responsibilities, agree as follows:

Recitals:

1. The District has an ongoing need for routine and emergency trimming of trees/bushes
2. OSD wishes to have internal staff complete as much of the trimming/maintenance as possible, but due to safety issues and OSHA guidelines will need to contract out for trees/bushes when it cannot safety be completed by District staff.
3. In the event that CSEA believes the District improperly contracted out trimming work, they may request a meeting and/or pursue a grievance.

Therefore, the Parties agree as follows:

1. Whenever possible under established guidelines, OSD District staff shall complete the trimming of trees/bushes
2. When any of the situations below are present, the District shall contract out the work to an appropriate vendor.

Height/Elevation & Tool Limits (primary safety triggers per Cal/OSHA §3427 and ANSI Z133):

- Work requires elevation above **12 feet**.
- Work requires climbing into the tree or full canopy access (e.g., needing advanced rigging/fall protection beyond basic grounds tools).
- Pruning with pole saws/pole pruners exceeds practical ground-based reach: Allowed in-house up to a maximum effective reach of **16 feet** from ground level; work requiring reach above **16 feet** shall be outsourced for safety/compliance.

Branch/Limb Size:

- Low limbs (below **12 feet** clearance) exceed **8 inches** diameter at branch collar.

Hazards & Conditions:

- Proximity to energized power lines (within **10 feet** per Cal/OSHA §2951 or §3423) or other hazards requiring qualified line-clearance arborists.
- High-risk tree condition (e.g., dead/diseased, leaning >15 degrees, storm damage per ANSI Z133).

Equipment & Complexity:

- Requires specialized equipment not available in-house (e.g., cranes, large bucket trucks).
- Involves complexity needing permits, environmental reviews, or multi-trade coordination.

OXNARD SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,
OXNARD CHAPTER 272
Tree Trimming Contracting Out MOU
August 6, 2026

Scale & Urgency:

- Emergency/imminent hazard where in-house cannot respond safely/timely (2-4 hour contractor minimum).
- Non-recurring/large scale exceeding routine grounds capacity.

This MOU shall continue on a year-to-year basis unless either party provides written notification by June 15th that they do not wish to continue the MOU for the following school year.

Dated this 6th day of August 2026

CSEA:

Victor Centeno
Victor Centeno (Aug 6, 2026 12:31:20 PDT)
Victor Centeno, Chapter President

Porfirio Ramirez
Porfirio Ramirez (Aug 6, 2026 12:44:46 PDT)
Porfirio Ramirez, Vice President

Lisa Towery
Lisa Towery, Labor Relations Representative

District:

Scott Carroll (Aug 6, 2026 13:10:04 PDT)
Dr. Scott Carroll, Asst. Sup, HR

Appendix L: Ramona School Temporary Closure Effects

OXNARD SCHOOL DISTRICT and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
OXNARD CHAPTER 272
MEMORANDUM OF UNDERSTANDING
RAMONA SCHOOL TEMPORARY CLOSURE – STAFF REASSIGNMENT AND CAMPUS ASSISTANT POSITIONS
AUGUST 13, 2026

This memorandum of understanding is entered into by and between the Oxnard School District ("District") and the California School Employees Association and its Oxnard Chapter 272 ("CSEA"), collectively ("The Parties").

Recitals

1. There is an unexpected temporary closure of Ramona School. The duration of the closure is uncertain at this time.

2. As a result, bargaining unit employees assigned to Ramona must be temporarily assigned to overflow sites in the District.

3. The District must create new Campus Assistant positions to support students displaced by the closure.

4. The District has not determined a date for the reopening of Ramona School. The parties acknowledge that the closure may extend for the remainder of the current school year. The parties agree as follows:

THE PARTIES AGREE AS FOLLOWS;

1. **Overflow Site Reassignments**

   Employees whose regular work site is Ramona School are being temporarily reassigned to the following overflow sites for the duration of the closure:

   - Cesar Chavez Elementary School
   - Lemonwood Elementary School
   - Driffill Elementary School
   - Rose Avenue Elementary School

   These reassignments are temporary and made solely as a result of the Ramona School closure.

2. **Consideration of Employee Site Preference**

   Where a reassignment to a given overflow site poses a genuine inconvenience to an employee (e.g., commute distance, transportation, or other documented hardship), the District will take the employee's request for reassignment to an alternate site into consideration. Such requests will be evaluated on a case-by-case basis and are not guaranteed to be granted, subject to operational and staffing needs at each site.

3. New Campus Assistant Positions

The District is creating eight (8) new, permanent, eight (8)-hour Campus Assistant positions to support the overflow sites during the Ramona School closure, distributed as follows:

Site	Number of Positions
Ramona School/Itinerate (primarily at Chavez/Colonia Gym)	5
Rose Avenue Elementary School	1
Driffill Elementary School	1
Lemonwood Elementary School	1
TOTAL	8

a. The five (5) Campus Assistant positions assigned to Ramona School/Itinerate may include duties escorting students from the Ramona/La Colonia bus stop to Cesar Chavez Elementary School.

b. The eight (8) Campus Assistant positions referenced are permanent positions within the classified service. The parties acknowledge and agree that these positions are being created specifically in connection with, and are contingent upon, the continued need created by the Ramona School closure. Accordingly, incumbents in these positions may be subject to layoff or a reduction in hours if the closure ends, enrollment needs change, or the positions are otherwise no longer necessary.

c. Any layoff or reduction in hours affecting these positions shall be conducted in accordance with the applicable layoff provisions of the CSEA/Oxnard School District Collective Bargaining Agreement, including but not limited to seniority and bumping rights, and applicable provisions of the Education Code.

d. In the event a Campus Assistant position created under this MOU is abolished, reduced, or otherwise eliminated as a result of the end of the Ramona School closure or a reduction in need, the District agrees that every effort will be made to return the affected incumbent employee to their previous work site, where a vacancy or comparable position exists.

4. Kitchen/CNS Coordinator Assignment -Marina West

a. The Ramona School CNS (Cafeteria/Nutrition Services) Coordinator is temporarily transferred to Marina West to serve as CNS Coordinator at that site. At the same time, Ramona School staff members are temporarily relocated pursuant to this MOU.

b. If Ramona School is not reopened, the Marina West CNS Coordinator position shall be advertised no later than June 1, 2027, for the 2027/28 school year.

c. The Ramona School CNS Coordinator retains the ability to apply for any District transfer opportunities during the entire period of this MOU.

5. **Need for Flexibility**

   The District does not intend to displace any employee as a result of the Ramona School closure. The temporary and evolving nature of the closure requires flexibility. Employees may be asked, from time to time, to cover assignments at another site or be reassigned within the overflow sites listed in Section 1, as operational needs require. The District will provide employees with reasonable advance notice of such changes where practicable.

Nothing in this MOU shall be construed to waive, diminish, or otherwise affect any employee's seniority, bumping rights, or other rights under the CSEA/Oxnard School District Collective Bargaining Agreement, except as expressly modified herein. All other terms and conditions of employment not addressed by this MOU shall remain governed by the Collective Bargaining Agreement.

This MOU shall become effective upon execution by both parties and shall remain in effect for the duration of the Ramona School temporary closure, unless earlier modified or terminated by mutual written agreement, or superseded by a successor agreement.

This agreement is subject to review under CSEA Policy 610.

Dated this 13th day of August 2026

CSEA:

Victor Centeno
Victor Centeno (Aug 13, 2026 15:49:12 PDT)

Victor Centeno, CSEA Chapter President

Lisa Towery

Lisa Towery, Labor Relations Representative

District:

Scott Carroll (Aug 14, 2026 13:05:13 PDT)

Dr. Scott Carroll, Assistant Superintendent

Human Resources

Appendix M: Security Surveillance Equipment Effects

OXNARD SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
OXNARD ELEMENTARY CHAPTER #272
Memorandum of Understanding
Security Surveillance Equipment Effects MOU
August 27, 2025

This Memorandum of Understanding ("MOU") is entered into by and between the Oxnard School District ("District") and the Classified School Employees Association and its Oxnard Elementary Chapter 272 ("Association" or "CSEA"), collectively ("The Parties").

Recitals:

1. The District and the Association have convened to discuss the installation of security surveillance video equipment, which aims to ensure the safety and security of District students, employees, sites, and property.
2. The Parties acknowledge the importance of providing a safe working environment for all employees while minimizing any adverse impact on bargaining unit members.

The Parties agree to the following terms:

1. The primary purpose of the security surveillance video equipment is safety, as outlined in this agreement.
2. By September 30 of each year, the District will meet upon request with the CSEA Chapter President and the Labor Relations Representative to discuss the locations where security surveillance recording equipment is installed throughout the District.
   a. No surveillance equipment will be placed in areas where privacy is expected, e.g., restrooms, break rooms, etc.
3. The District will notify CSEA in writing before the installation of future security surveillance video equipment. All district and contracted school busses are equipped with security surveillance video equipment.
4. The surveillance recording equipment will not be used to replace, supplant, or circumvent the supervisory or managerial responsibilities related to employee supervision. This equipment will not serve as the sole or exclusive basis for disciplinary actions unless an employee's conduct violates California or federal law or poses a safety concern.
5. The surveillance recording equipment will not be used to evaluate unit members. Additionally, it shall not be used as a timecard device to monitor when an employee arrives at work, takes breaks, or leaves work.
6. An employee shall have the opportunity to respond before any information obtained from surveillance recording equipment is considered for disciplinary action.
7. The District will not engage in surveillance that involves disparate, arbitrary, or targeted monitoring of unit members.
8. The District will adhere to proper disciplinary standards by Board Policy and/or the Collective Bargaining Agreement.
9. All guidelines in this MOU apply to all surveillance cameras on district property, including physically mounted cameras and those on school/contracted busses.

OXNARD SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
OXNARD ELEMENTARY CHAPTER #272
Memorandum of Understanding
Security Surveillance Equipment Effects MOU
August 27, 2025

10. The District will keep the video recordings for 180 days, with the exception of the school bus video which shall be maintained for approximately 60 days.
11. This agreement is subject to CSEA Policy 610 review.

Dated this 27th day of August 2025

CSEA:

Victor Centeno
Victor Centeno (Sep 23, 2025 15:39:24 PDT)
Victor Centeno, Chapter President

Jerry Tejeda, Vice President

Lisa Towery (Sep 23, 2025 16:07:20 PDT)
Lisa Towery, Labor Relations Representative

District:

Scott Carroll (Sep 23, 2025 17:08:42 PDT)
Dr. Scott Carroll
Assistant Superintendent, Human Resources

Appendix N: Classified Coaching Stipends for After-School Activities

OXNARD SCHOOL DISTRICT and
CALIFORNIA SCHOOL EMPLOYEES ASSOCATION and its
OXNARD CHAPTER 272
Memorandum of Understanding
Classified Coaching Stipends for After-School Activities
September 10, 2025

This memorandum of understanding is entered into by and between the Oxnard School District ("District") and the California School Employees Association and its Oxnard Chapter 272 ("ASSOCIATION"), collectively ("The Parties").

Recitals:

1. The District offers after-school activities in Transitional Kindergarten through eighth grade.
2. This MOU aims to recognize the commitment of classified bargaining unit members who provide valuable after-school coaching for sports, ensuring fair and consistent compensation across the district.

Agreement:

1. The coaching stipend is effective July 1, 2025, through June 30, 2026.
2. Bargaining unit members who serve as coaches or facilitators for OSD-approved coaching opportunities are eligible for this coaching stipend.
   - **Eligible Programs:** After-school coaching opportunities (e.g., basketball, soccer, track, and field, etc.).
3. **Monthly Reporting/Attendance:** Coaches are required to submit a monthly activity report to the district detailing the dates, times, and nature of each session conducted. Coaches are required to submit daily attendance for each day of practice/games.
4. **Payment:** Stipends of $1,500 per team will be paid at the end of that sports season, following verification of completed sessions as outlined in the submitted monthly report.
5. **Adjustments:** Any discrepancies in payment or required adjustments shall be communicated to the district's HR department within 15 days of receipt.

   ***Stipends and duration include required trainings, practice, and game times, as applicable.*
6. Selection of coaches shall be done by an ELOP administrator or designee. Coaches will be selected based upon knowledge and experience in the area, not by seniority within the district or classification.
7. Per California Education Code 44919, subdivision (b), all coaching assignments must first be made available to teachers presently employed by the District.

OXNARD SCHOOL DISTRICT and
CALIFORNIA SCHOOL EMPLOYEES ASSOCATION and its
OXNARD CHAPTER 272
Memorandum of Understanding
Classified Coaching Stipends for After-School Activities
September 10, 2025

8. This MOU shall expire in full without precedent on June 30, 2026.

9. This agreement is subject to CSEA Policy 610 review.

Dated 10th day of September 2025

Association:

Victor Centeno (Sep 11, 2025 08:31:47 PDT)

Victor Centeno, Chapter President

Jerry Tejeda, Vice President

Lisa Towery (Sep 15, 2025 16:31:34 PDT)

Lisa Towery
Labor Relations Representative

District:

Scott Carroll (Sep 15, 2025 16:39:29 PDT)

Dr. Scott Carroll, Assistant Superintendent
Human Resources

Appendix O: Workplace Safety Work/Safety Boots and Shoes

OXNARD SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
OXNARD ELEMENTARY CHAPTER #272
Memorandum of Understanding
Workplace Safety Work/Safety Boots and Shoes
August 27, 2025

This Memorandum of Understanding ("MOU") is entered into by and between the Oxnard School District ("District") and the Classified School Employees Association and its Oxnard Elementary Chapter 272 ("Association" or "CSEA"), collectively ("The Parties").

Recitals:

1. The District and the Association have convened to discuss the pilot implementation of a program providing appropriate work/safety boots and shoes for specific job classifications.
2. The Parties acknowledge the importance of providing a safe working environment for all employees while minimizing any adverse impact on bargaining unit members.

The Parties agree to the following terms:

1. The primary purpose of the work/safety boots and shoes is safety, as outlined in this agreement.
2. Within 60 days of the signing of this MOU, the District will facilitate a third-party vendor (at the District's discretion) to provide work/safety boots and shoes for appropriate classified staff members in the grounds, maintenance, warehouse, and child nutrition services departments.
3. All classified staff members within the grounds, maintenance, warehouse, and child nutrition departments shall be required to wear the District-provided work/safety boots and shoes at all times while on duty.
4. The District will adhere to proper disciplinary standards by Board Policy and/or the Collective Bargaining Agreement in relation to any employees who fail to wear the District-provided work/safety boots or shoes or do not participate in the work/safety boots and shoes program.
5. The work/safety boot and shoe program shall run through June 30, 2026 and may be extended with the mutual consent of both parties.
6. The District shall set a reasonable allowance for the work/safety boots and shoes. In the event that non-work use of the work/safety boots or shoes results in the need for new work/safety boots or shoes, the employee shall be responsible for purchasing.
7. This agreement is subject to CSEA Policy 610 review.

Dated this 27th day of August 2025

CSEA:

Victor Centeno
Victor Centeno, Chapter President

Jerry Tejeda, Vice President

Lisa Towery, Labor Relations Representative

District:

Dr. Scott Carroll, Asst. Sup, HR

Appendix P: CSEA Anniversary Increments MOU/Side Letter

OXNARD SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
OXNARD ELEMENTARY CHAPTER #272
Memorandum of Understanding
CSEA Anniversary Increments MOU/Side Letter
September 3, 2025

This Memorandum of Understanding ("MOU") is entered into by and between the Oxnard School District ("District") and the Classified School Employees Association and its Oxnard Elementary Chapter 272 ("Association" or "CSEA"), collectively ("The Parties").

Recitals:

1. The District and the Association have convened to discuss implementing an MOU that details the District's practice regarding the monthly compensation related to Anniversary Increments for full time and part time CSEA employees.
2. CalPERS notified the District of ambiguous language in the cba related to the monthly paid Anniversary Increments.
3. The Parties acknowledge that the current language in the collective bargaining agreement and CSEA salary schedule do not specifically align with current District practices related to the monthly paid Anniversary Increments.

The Parties agree to the following terms:

1. The primary purpose of the MOU is to specifically address ambiguity in the collective bargaining agreement and CSEA salary schedule in relation to monthly anniversary increments.
2. The District and association agree that this issue shall be brought forward during the 2025-26 negotiations cycle with the goal of adding/revising contract language that accurately reflects the ongoing practices of the District.
3. Since at least the 2022-2023 (staring 7/1/22) school year, continuing through the end of the 2025-26 school year (6/30/**26**), the following practice has been in place: "**Anniversary increments in the amount of $111.25 shall be added to the monthly compensation of all permanent classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th, and 30th years of service. For employees who are less than full-time, this amount shall be prorated according to their FTE. This formula yields the following values, based on full-time employment, which shall be added to the monthly compensation of classified employees**."
4. The purpose of this MOU/Side Letter is to accurately reflect the practice of applying Anniversary Increments for all full and part time CSEA employees so as to not negatively and unfairly impact CSEA retirees from Oxnard School District.
5. This MOU shall expire without setting precedent on 6/30/2026 unless both parties mutually agree in writing to extend.
6. This agreement is subject to CSEA Policy 610 review.

Dated this 3rd day of September 2025

CSEA:

Victor Centeno
Victor Centeno (Sep 24, 2025 14:14:10 PDT)

Victor Centeno, Chapter President

Jerry Tejeda, Vice President

District:

Scott Carroll (Sep 24, 2025 16:05:35 PDT)

Dr. Scott Carroll
Assistant Superintendent, Human Resources



Lisa Towery (Sep 24, 2025 16:01:38 PDT)

Lisa Towery, Labor Relations Representative