2014-2017
CONTRACT
BETWEEN
THE
OXNARD SCHOOL DISTRICT
AND
THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its OXNARD CHAPTER 272

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Definitions:

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.
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.
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.
ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY

2.1 Check-Off: CSEA shall have the sole and exclusive right to have membership dues and service fees 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:

2.2.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule attached hereto and marked Appendix B, 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.

2.2.2 The District shall immediately notify the CSEA chapter president if any unit member revokes his/her dues authorization.

2.3 Service Fee:

2.3.1 CSEA and the District agree that each member of the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for representation of members of the bargaining unit of CSEA.

2.3.2 Members of the bargaining unit who are not members of CSEA on the effective date of this Agreement and unit members who hereafter come into the bargaining unit shall either, within thirty (30) days of the date of this Agreement, or within thirty (30) days of their employment or rehire, or within thirty (30) days of their return from an unpaid leave of absence, apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative, the District shall deduct from the salaries of unit members not applying for membership a service fee as set forth in the CSEA Dues Service Fee Schedule attached hereto as Appendix B and incorporated herein by reference as though fully set forth.
2.3.3 However, nothing contained herein shall prohibit a unit member from paying service fees directly to CSEA in accordance with CSEA procedure.

2.3.4 In the event that a unit member revokes his/her dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

2.4 Religious Objection:

2.4.1 Any unit member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that once such unit member has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs will be required in lieu of such service fees, to pay sums equal to such service fees to a nonreligious, nonlabor organization charitable fund, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the unit member from the following list of three (3):

(a) United Way;

(b) Salvation Army; or

(c) Ronald McDonald House Charities

2.4.2 Evidence that such a unit member belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement, or their employment, be presented to CSEA and the unit member shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three (3) organizations listed in Section 2.4.1 of this Agreement. In the alternative, such unit member shall provide proof that payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.

2.5 Hold Harmless: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

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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 seven (7) 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 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.
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 steward. 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.
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
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.
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: Unit members shall be evaluated by the immediate supervisor, to whom assigned. Evaluation Forms to be used are attached to this agreement as Appendix C.

7.2.1 Probationary unit members shall be evaluated no less frequently than twice during the probationary period.

7.2.2 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.

7.2.2.1 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.

7.2.3 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 within 30-90 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 30-90 30 to 60
work day reevaluation cycle continues until District standards are met or other action is taken.

7.2.4 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.

7.2.5 Any unit member may ask the next higher supervisor to review an evaluation contain “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.

7.2.6 The unit member shall be permitted to submit a written response to the evaluation within thirty (30) days after receipt of the written report. 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 An evaluator may, at any time, issue to a unit member in writing a special evaluation or a notice of “Needs to Improve”/“Does Not Meet District Standards.” Any unsatisfactory performance special evaluation or notice of “Needs to Improve”/“Does Not Meet District Standards” shall be delivered to the unit member in the same manner as a formal performance evaluation.

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.
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
Article 8: Hours and Overtime

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:** The District shall distribute overtime using a rotational seniority list, as equally as is practicable among unit members of the same classification (who have the skill and knowledge to perform the work), who are in the same department and assigned to the same work site. Overtime refused shall count as if it had been worked for purposes of equal distribution. When a unit member within the department, classification or site is not available, the District may offer the overtime without regard to the equal distribution requirement. Unit members shall recognize that in an emergency, they may be asked to work overtime when there is no other unit 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 year. Written records of compensatory time earned shall be co-signed by the unit member and immediate supervisor and maintained in the Payroll Department. Compensatory time earned but not taken within the designated time period shall be paid 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.

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

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

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

<table>
<thead>
<tr>
<th>Work Assignment</th>
<th>Rest Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 2 hour</td>
<td>None</td>
</tr>
<tr>
<td>2-1/4 - 4 hours</td>
<td>One ten-minute period</td>
</tr>
<tr>
<td>4-1/4 - 5-3/4 hours</td>
<td>Two ten-minute periods</td>
</tr>
<tr>
<td>6 - 8 hours</td>
<td>Two fifteen-minute periods</td>
</tr>
</tbody>
</table>

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
Article 8: Hours and Overtime

8.10.3 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 In-service Days: 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 Work Load: 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  Unit Members Holding Two Positions:

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 anniversary increments shall be changed as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>$ 61.00</td>
</tr>
<tr>
<td>10</td>
<td>$122.00</td>
</tr>
<tr>
<td>15</td>
<td>$183.00</td>
</tr>
<tr>
<td>20</td>
<td>$244.00</td>
</tr>
<tr>
<td>25</td>
<td>$305.00</td>
</tr>
</tbody>
</table>

(This increase in longevity shall be effective July 1, 2005).

9.1.2 For the 2014-15 school year, The District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. For the 2014-15 school year, the aggregate total increase will be 3% on schedule, on-going increase retro to July 1, 2014 for all members in a paid status as of the date of ratification. For the 2015-16 school year, the aggregate total increase will be 5% on schedule, on-going increase effective July 1, 2015.

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 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 work site.

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.
Article 9: Pay Allowances
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:

<table>
<thead>
<tr>
<th>Semester Units</th>
<th>Points Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
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<tr>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quarter Units</th>
<th>Points Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.33</td>
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</table>
Article 11: Professional Growth Awards Program

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.

<table>
<thead>
<tr>
<th>Hours</th>
<th>Credit</th>
<th>Hours</th>
<th>Credit</th>
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</thead>
<tbody>
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<tr>
<td>1.75</td>
<td>.329</td>
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</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
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<td>6</td>
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<td>9.4</td>
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<tr>
<td>30</td>
<td>11.3</td>
</tr>
</tbody>
</table>

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 (8th) increment cannot be used in any future Professional Growth Awards.
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 (except custodians), 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. (except to and from work).

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. **Probationary employees may be required to wear vests until uniforms can be purchased.**
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 insure the safety of the unit member or others, the District agrees to furnish such equipment or gear.
ARTICLE 13: HEALTH AND WELFARE BENEFITS

13.1 The District and the Association hereby agree to provide for group health insurance through the Gold Coast Joint Benefits Trust (hereafter "Trust Fund") and, therefore, agree to be bound thereto through and by the terms and conditions of the Gold Coast Joint Benefits Trust Participation Agreement. Such Participation Agreement and Summary Plan Description (SPD), as may be amended by the parties to the Gold Coast Trust from time to time, may be found on the Oxnard School District web page, and as such, are fully incorporated herein by reference, as though fully set forth. If the member does not have internet access, a copy of each: the Summary Plan Description and Participation Agreement are available for review at the Oxnard District Office – in the Human Resources Department.

13.2 The District and Association accept the Trust Fund directors appointed respectively by participating employers (Management) and employee organizations (Labor) as their directors and agree to be bound by the collective decisions of the Board of Directors to the extent such decisions are lawful, are consistent with the Trust Fund's Declaration of Trust and do not conflict with the terms and conditions of the parties' Participation Agreement or this collectively negotiated Agreement.

13.3 CSEA director and alternate shall receive release time to attend Trust meetings and other related business.

13.4 District Contribution: Effective July 1, 2007, the District will contribute $830.35 monthly toward the payment of premiums for eligible bargaining unit employees for Medical, Dental and Vision group insurance programs:

13.4.1 Life Insurance: The District shall contribute monthly $2.90 for group life insurance.

13.5 Eligibility: Qualified unit members shall be:

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

13.5.1.1 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, and $100 for dependents six months and younger.

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

13.5.2.1 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.

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

13.5.2.3 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.

13.5.3 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.

13.5.4 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.

13.5.4.1 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.

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

13.5.5 See also Sections 20.17.1 and 20.17.2, of Article 20, regarding benefits following layoffs.

13.6 Retiree Benefits:

Article 13: Health and Welfare Benefits
13.6.1 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 13.6.1, shall continue in effect until the unit member reaches the age of sixty-nine (69).

13.6.1.1 Unit members, subject to 13.6.1, 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).

13.6.1.2 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):

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>MONTHLY AMOUNT</th>
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</thead>
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<tr>
<td>Medical</td>
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<tr>
<td>Dental</td>
<td>84.35</td>
</tr>
<tr>
<td>Vision</td>
<td>18.46</td>
</tr>
</tbody>
</table>

13.6.1.3 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).

13.6.1.3.1 Unit members hired on or after July 1, 2012 shall not receive retiree benefits.
13.6.1.4  Beginning 2007-2008 School Year, the Association agrees to annually contribute $433,457 into an 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.

These retiree benefits shall include an annual payment of $433,457 towards the CSEA’s portion of the Annual Required Contribution (ARC) as determined by the Governmental Accounting Standards Board (GASB) Statement No. 45 issued June 2004. This amount is in addition to the annual payment of the current year cost of retiree benefits and provides funding for the CSEA’s portion of the unfunded liability.

These annual payments of $433,457 will be held by the District for the sole purpose of funding the CSEA’s portion of the GASB 45 liability. The District shall provide safeguards for these future Retiree Health Benefits Funds to prohibit borrowing or withdrawing. If for any reason, the requirements of GASB 45 change and affect this payment and/or accumulated funds, or CSEA’s portion of the liability is fully funded, the District and CSEA shall negotiate the needed changes, if any.

13.6.1.5  A meeting between the Association and the District will be held in Fall 2007 to determine parameters and governance in regards to the Association’s contribution into the irrevocable trust.

13.6.2  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).

13.6.3  Disability Retirement Under CalPERS: Unit members with at least ten (10) years 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.

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

13.8  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.

13.9 “Rule of 75” Formula for Retiree Benefits Eligibility Beginning
January 1, 2007

13.9.1 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.)
ARTICLE 14: ANNUAL WORK CALENDAR AND HOLIDAYS

14.1 Scheduled Holidays: The District agrees to provide eligible unit members with fifteen (15) paid holidays.

- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Spring Vacation Day
- Memorial Day
- Independence Day
- Labor Day
- In-Lieu Day
- 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.

14.2.1 The District and CSEA are in agreement with the work calendar developed in collaboration for 2011-2012, 2014-15, 2015-16, and 2016-17 school years (attached herein).

14.2.2 In accordance with Article 14, Section 14.2, the parties agree that the In Lieu Of Day holiday for the next three years is described below.

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<tr>
<td>2016-2017</td>
<td>December 27, 2016</td>
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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 rescheduling additional Saturday workdays following Friday holidays with the consent of the unit member’s supervisor.
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.

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

\[ \text{Month worked} \times \text{daily hours} \times 21.75 = \text{hours per year} \]

Earning Rate

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

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

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

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

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

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

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

Article 15: Vacation Plan
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 of Vacations**: Unit members may take vacation during the school year even though not earned at the time the vacation is taken. They must be scheduled at the convenience of the District and with the prior approval of the unit member’s immediate supervisor. Upon approval, vacations may be taken at any time during the school year. 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 for in cash. In no case will a unit member forfeit vacation earned.

15.4.1 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.

15.4.2 All denials of vacation usage require the communication of the reason for denial, which shall be for good cause only, and, not for arbitrary or capricious reasons, which shall be documented on the vacation request form.

15.4.3 **For Less Than 12 Month Unit Members** – Notwithstanding 15.4, less than 12 month unit members will be paid for the balance of their vacation at the end of the school year. Under special circumstances, less that 12 month unit members may request the use of vacation leave during their work year, subject to the approval of their immediate supervisor.

15.5 **Vacation in Lieu of Sick Leave**: Subject to other provisions of this Agreement, vacation may be used as sick leave, at the option of the unit member.
15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 Closure of District Office During December: For 2011-2012 and each subsequent year, the Oxnard School District shall be closed during the week between Christmas Day and New Year's Day. Twelve month unit members shall use accrued vacation leave or compensatory time for those work days when the District is shut down. Should the unit members not have any accrued vacation or compensatory time available to them in a particular year, then the District shall advance vacation leave from the unit member's future accrual. If the unit member separates from employment with the District before 09/01/2012 or September 1 of each subsequent year, then the days advanced shall be deducted from their final check.
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, their immediate supervisor or designee and the District Office when they are to be 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 day, the unit member shall notify the District the day before returning so that a substitute, if employed, may be released.

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.

16.1.3 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.

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 daily 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 daily 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 approval of his/her immediate supervisor,
and such approval 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.

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, 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.

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. A unit member shall become eligible for such fifty percent (50%) sick leave on the sixth (6th) consecutive workday of an illness. Once eligible, the unit member 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.

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
Article 16: Leaves

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
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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, or 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:**

16.17.1 A “catastrophic illness or injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family (defined as: spouse, domestic partner or child of the unit member) whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her fully paid sick leave and other fully paid time off.

16.17.1.1 The intent of this leave is to provide unit members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for: Elective Surgery, Personal Necessity Leave, Normal Pregnancy, Substance Abuse Rehabilitation or Bereavement.
16.17.2.  **Catastrophic Sick Leave Donation Plan** Permanent unit members or family members who are experiencing catastrophic illness and have exhausted all their fully paid leave may request direct donations of accumulated unused sick leave from District permanent unit members who wish to donate directly to that individual. The following conditions apply:

16.17.2.1 Unit members wishing to solicit donations of sick leave shall provide the Assistant Superintendent of Human Resources, or designee, with a written request to participate in the program. The request shall include a description of the illness necessitating the request. A verification of the information in the request from the unit member's physician shall be attached. Family members or Association representatives may draft a request in cases where illness prevents the unit member from completing a request. The above information shall be confidential in nature and for personnel office use only. The unit member or designee shall provide permission to the District for releasing confidential information for use when soliciting donations.

16.17.2.2 The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) workdays from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of their illness will be provided only if written authorization is received directly from the unit member and/or family representative.

16.17.2.3 Unit members may donate up to a maximum equivalent of three (3) days of their sick leave per year. Unit members may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below the equivalent of fifteen (15) days. Donations of sick leave shall be submitted to the Classified Personnel Office on a form provided by the District. Donations shall be transferred to the leave balance of the unit member requesting the donation, regardless of the classification/salary of unit members donating and receiving donations. The District shall provide unit members donating leave with a verification of sick leave days transferred to the requesting unit member. Donations will be processed and applied on a first-received basis. Unused donation days will be returned to the donor.

16.17.2.4 Unit members receiving donations shall be limited to a maximum equivalent of 50 of their days per catastrophic illness or injury. A unit member cannot request catastrophic leave for the same illness or injury for a two (2) year period from the last date of usage of catastrophic leave.
16.17.2.5 Unit members may choose to utilize the donated sick leave to coordinate with their “Entitlement to other sick leave” in section 16.7.1 in order to provide a full day’s wage for a total of 100 days.

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.
ARTICLE 17: TRANSFERS

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

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

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

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

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

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

17.5 Voluntary Transfers:

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

17.5.2 If one or more regular unit members apply for transfer during the posting period, no transfer applications will be accepted after the closing date. Sections 17.5 and 17.5.4 will apply.
17.5.3 If no regular unit members apply for transfer during the posting period, but a written transfer request from a regular unit member is received in the Human Resources Office after the close of the posting period and before the final selection process has begun, the unit member will be considered for the position along with three ranks from the eligibility list. Sections 17.5 and 17.5.4 will not apply.

17.5.4 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; and (d) Work related **personal attributes technical skills**. 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 in writing as to the selection rationale.

17.5.5 A unit member who has received marks of “Does Not Meet District Standards” or “Needs Improvement” on his/her last evaluation shall not be eligible for transfer. This 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 The unit member's assigned hours shall not affect his/her eligibility for the vacant position.

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

17.5.8 When only one (1) member applies for the posted vacancy, the appointing authority may also interview the first available rank from an appropriate list.

17.6 **Involuntary Transfers:**

17.6.1 Transfer of bargaining unit members from one location or track 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 anniversary date shall have choice of positions. All remaining positions shall
be filled in accordance with seniority as determined by anniversary date.

17.7 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/Paraeducator
whose assigned teacher is moved due to the transfer of the special education
program location may move with that teacher provided:

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

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

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

17.11 Six Hour Instructional Positions: Six hour instructional
assistant positions shall be filled in accordance with the process described in the
Letter of Understanding Regarding Instructional Assistant Hourly Assignment
changes dated December 1, 1993 attached hereto as Appendix G, and
attachment, and incorporated herein by reference as fully set forth.

Article 17: Transfers
17.12 Transfer Limitation

17.12.1 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 twenty-four (24) month period.

17.12.2 More than one transfer will be permitted in a twelve month period if the transfer results in an increase in hours per day, an increase in work year days, or is a non-promotional change in classification for the employee.
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 supermaximum (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.
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
Article 19: Classification/Reclassification and Reinstatement

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.
ARTICLE 20: LAYOFF, REEMPLOYMENT, AND THE EFFECTS

20.1 Layoffs:

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(es), and (c) reorganization of services.

20.1.2 Prior to a reduction in hours or work year, the District shall provide advance notice to CSEA. 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.

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: Except where provided below, any layoff shall take place upon forty-five (45) days' written notice, return receipt requested, or personally delivered to the unit member, and shall include the effective date of the layoff. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the unit member designated for layoff, reemployment rights, and a notice concerning unemployment benefits. CSEA shall receive concurrent 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. In the event of an existing financial inability to pay salaries of classified unit members, or because of unforeseeable or unpreventable causes, the governing board can provide less than forty-five (45) days notice to the unit member(s) in effectuating a layoff.

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.

20.5.1 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 credited at full service.

20.5.2 Length of service credit shall include time spent on military leave of absence.

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 or 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.
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. written letter(s) of reprimand
D. unscheduled evaluations (when appropriate) Suspension(s)
E. Additional disciplinary action, as needed and outlined in

21.2.1 F. Suspension
G. Termination

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, dismissal, involuntary demotion, and suspension.

21.2.2 Except in those situations where an immediate action is justified or the work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warning letter of reprimand shall state the reasons for any disciplinary action and a copy of the warning 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 written notice letter of reprimand as provided for under Article 5, Unit member Rights.

21.2.3 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.

21.2.4 Notice of disciplinary action (i.e. dismissal suspension, involuntary demotion or suspension 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.

21.2.4.1 A copy of any notice of discipline shall be delivered to the CSEA president 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 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.
ARTICLE 22: GRIEVANCES

22.1 Definitions:

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

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

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

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

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

22.2 Procedure:

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

22.2.2 Formal Level:

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

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

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

22.2.2.1.3 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 D, that the grievance proceed to Level Two.

22.2.2 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.

22.2.2.3 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.

22.2.2.4 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.

22.2.2.4.1 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.

22.2.2.5 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.

22.2.2.6 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.

22.2.2.7 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 violative 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.

22.3 Grievance Meeting: The Administrator, the Assistant
Superintendent of Human Resources and/or District Superintendent, or
designated management member, may schedule such meetings with the grievant
and any identified Association representative as deemed appropriate to discuss
the grievance and attempt resolution at Levels One, Two, and Three. 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.

22.4 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.

22.5 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.

22.6 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.
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 current departmental work demands or because of the compelling nature of the situation. The District shall notify CSEA of this decision as soon as administratively possible.

23.2 No contract for services which might affect members of the bargaining unit in the way of wages, hours, 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.

23.3 Use Of Volunteers:

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

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

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
Article 23: Contracting Out

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.
ARTICLE 24: SAFETY

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

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

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

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

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

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

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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.
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.
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.
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.
ARTICLE 29: TERM OF AGREEMENT

29.1 The terms and conditions of this Agreement shall remain in effect from November 1, 2014 to October 31, 2017 except where modified by mutual agreement.

29.1.1 The parties agree that for the 2012-2013 and 2013-2014 contract years, salary and health benefits shall be open both years for negotiation. For 2012-2013 two additional articles may be selected by each party and for 2013-2014 one additional article may be selected by each party and for both years, any other issues mutually agreed upon by the parties may be reopened for negotiations.

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 15. The District must give notice to CSEA of which issues it wishes to reopen by September 1.

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.
ARTICLE 30: CAMPUS ASSISTANTS

30.1 Specific Coverage Within This Agreement: The District and the Association agree that only this specific article and the articles enumerated herein shall be applicable to the Campus Assistants. Those articles or their subsections which provide coverage are:

ARTICLE 30.1: RECOGNITION

30.1.1 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.

30.1.2 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.

30.1.3 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.

30.1.4 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.

30.1.4.1 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 30.1.1 above.

30.1.4.2 For purposes of this agreement, Campus Assistants’ rights are defined by this article and those provisions enumerated in Article 30, exclusively.
ARTICLE 30.2: CHECK-OFF AND ORGANIZATIONAL SECURITY

30.2.1 Check-Off: CSEA shall have the sole and exclusive right to have membership dues and service fees 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.

30.2.2 Dues Deductions:

30.2.2.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule attached hereto and marked Appendix B, 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.

30.2.2.2 The District shall immediately notify the CSEA chapter president if any unit member revokes his/her dues authorization.

30.2.3 Service Fee:

30.2.3.1 CSEA and the District agree that each member of the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for representation of members of the bargaining unit of CSEA.

30.2.3.2 Members of the bargaining unit who are not members of CSEA on the effective date of this Agreement and unit members who hereafter come into the bargaining unit shall either, within thirty (30) days of the date of this Agreement, or within thirty (30) days of their employment or rehire, or within thirty (30) days of their return from an unpaid leave of absence, apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative, the District shall deduct from the salaries of unit members not applying for membership a service fee as set forth in the CSEA Dues Service Fee Schedule attached hereto as Appendix B and incorporated herein by reference as though fully set forth.
30.2.3.3 However, nothing contained herein shall prohibit a unit member from paying service fees directly to CSEA in accordance with CSEA procedure.

30.2.3.4 In the event that a unit member revokes his/her dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

30.2.4 Religious Objection:

30.2.4.1 Any unit member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that once such unit member has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs will be required in lieu of such service fees, to pay sums equal to such service fees to a nonreligious, nonlabor organization charitable fund, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the unit member from the following list of three (3):

(a) United Way;

(b) Salvation Army; or

(c) Ronald McDonald House Charities

30.2.4.2 Evidence that such a unit member belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement, or their employment, be presented to CSEA and the unit member shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three (3) organizations listed in Section 30.2.4.1 of this Agreement. In the alternative, such unit member shall provide proof that payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.

30.2.5 Hold Harmless: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.
ARTICLE 30.3: ORGANIZATIONAL RIGHTS

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

30.3.1.1 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.

30.3.1.2 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.

30.3.1.3 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.

30.3.1.4 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.

30.3.1.5 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.

30.3.1.6 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.

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

30.3.1.7.1 A maximum per year of sixty (60) working days (480 hours);
30.3.1.7.2 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.

30.3.1.7.3 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.

30.3.2 Release Time for Negotiations: CSEA shall have the right to designate up to a maximum of seven (7) unit members (which includes one representative from the Campus Assistants’ group), who shall be given reasonable release time to participate in negotiations.

30.3.3 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.

30.3.4 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.

30.3.5 NEW MEMBER ORIENTATION

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

30.3.5.2 Such orientation will occur once a month.

30.3.5.3 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.
30.3.5.4 CSEA’s presentation will not characterize or imply that OSD endorses membership in CSEA.

30.3.5.5 The CSEA Chapter President or designee shall be released for the purpose of presenting CSEA’s orientation portion.
ARTICLE 30.4: STEWARDS

30.4.1 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.

30.4.2 Selection: CSEA shall designate one (1) unit member at each work site to serve as a steward. 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.

30.4.3 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.

30.4.4 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.

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Article 30: Campus Assistants
ARTICLE 30.5: EMPLOYEE RIGHTS

30.5.1 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.

30.5.1.1 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.

30.5.1.2 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.

30.5.1.3 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.

30.5.1.4 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.

30.5.1.5 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.

30.5.1.6 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.

30.5.2 Representation

30.5.2.1 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.

30.5.2.2 If an administrator calls a unit member into a meeting that is not identified as disciplinary or potentially disciplinary pursuant to 30.5.2.1 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.

30.5.2.3 The unit member has the right to representation at meetings in 30.5.2.1 and 30.5.2.2

30.5.3 Clarification to Article 5 – Employee Rights: Campus Assistants were not covered by this Agreement until November 4, 2009, therefore materials contained in the prior employees' files shall be included in their personnel file. In the case of any derogatory information, the campus assistant will be notified of the existence of this material, receive a copy of the material, and be given an opportunity to respond in writing. Such response(s) shall be attached to the derogatory material.
ARTICLE 30.6: CHILD ABUSE REPORTING PROCEDURE

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

30.6.2 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.

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

30.6.3.1 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.

30.6.4 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.

30.6.5 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.

30.6.6 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 30: Campus Assistants
ARTICLE 30.7: EVALUATIONS

30.7.1 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.

30.7.2 Evaluation Procedures: Unit members shall be evaluated by the immediate supervisor, to whom assigned. Evaluation Forms to be used are attached to this agreement as Appendix C.

30.7.2.1 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.

30.7.2.1.1 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.

30.7.2.2 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.

30.7.2.3 The unit member shall be permitted to submit a written response to the evaluation within thirty (30) days after receipt of the written report. The written evaluation report, along with any written response to the evaluation, shall be filed in the unit member’s official personnel file.

30.7.3 An evaluator may, at any time, issue to a unit member in writing a special evaluation or a notice of “Needs to Improve”/“Does Not Meet
District Standards.” Any unsatisfactory performance special evaluation or notice of “Needs to Improve”/“Does Not Meet District Standards” shall be delivered to the unit member in the same manner as a formal performance evaluation.

30.7.3 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.

30.7.4 The unit member shall not be evaluated negatively for participation in union activities in accordance with the provisions of Article 30.3.

30.7.5 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 within 30-90 between 30 to 60 work days following the evaluation to assess progress made to date towards goals.

ARTICLE 30.8: HOURS AND OVERTIME

30.8.1 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.

30.8.1.1 Workday: The initial positions shall be set by the District. Except as provided below, subsequent changes in these positions 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.
30.8.2 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.

30.8.2.1 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.

30.8.2.2 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.

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

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

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

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

<table>
<thead>
<tr>
<th>Work Assignment</th>
<th>Rest Period</th>
</tr>
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</table>

Article 30: Campus Assistants
1. 1 - 2 hour  None
2. 2-1/4 - 4 hours  One ten-minute period
3. 4-1/4 - 5-3/4 hours  Two ten-minute periods
4. 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.

30.8.4  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.

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

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

30.8.5  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.

30.8.6  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.

30.8.7 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.

ARTICLE 30.9: PAY ALLOWANCES

30.9.1 For the 2013-14 school year, the District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. For the 2013-14 school year, the aggregate total increase will be 1.565% on schedule, on-going increase retro to July 1, 2013, plus a 4% one-time, off-schedule salary payment to all employees in a paid status as of the date of ratification. The District agrees that if it receives additional total revenues in excess of $97 million (as noted on the attached multi-year projection, 2013-14 fiscal year), CSEA and the District will meet and negotiate the effects.

30.9.1. Salary for the Campus Assistants shall be Range 11.5 of the CSEA Salary Schedule effective July 1, 2014. All current employees as of ratification will be placed on step 1 of this range.

The District agrees to provide the same aggregate total cost percentage to unit members as it provides to any other employee groups. For the 2014-15 school year, the aggregate total increase will be 3% on schedule, on-going increase retro to July 1, 2014 for all members in a paid status as of the date of ratification. For the 2015-16 school year, the aggregate total increase will be 5% on schedule, on-going increase effective July 1, 2015.

30.9.2 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).

30.9.3 Payroll Errors: Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental paycheck
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30.9.4  **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.

30.9.5  **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.

30.9.6  **Working Out Of Class**

30.9.6.1  **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.)

30.9.6.1.1  Out of class work shall not be performed without prior written 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.

30.9.6.1.2  For assignments in a higher classification which exceed five (5) days in a fifteen (15) day period, Section 30.9.6.2, Working Out of Classification-More than five (5) days, shall apply.

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

issued not later than five (5) working days following notice to the Payroll Department.
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.)

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

30.9.6.3 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 work site.

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ARTICLE 30.10: 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.

ARTICLE 30.11:  EMPLOYEE EXPENSES AND MATERIALS

30.11.1  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.

30.11.2  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 insure the safety of the unit member or
others, the District agrees to furnish such equipment or gear.

ARTICLE 30.12:  LEAVES

30.12.1  Unit members are required to notify their immediate
supervisor or designee and the District Office when they are to be 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 day,
the unit member shall notify the District the day before returning so that a
substitute, if employed, may be released.

Family Care and Medical Leave:

30.12.2  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
dayed by pregnancy, childbirth or related medical conditions.

30.12.2.1  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.

30.12.3 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.

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

_____ 30.12.4.1 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.

_____ 30.12.4.2 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.

_____ 30.12.4.3 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.
30.12.4.4  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.

30.12.5  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.

ARTICLE 30.13: TRANSFERS

30.13.1  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.

30.13.2  Voluntary Transfers:

30.13.2.1  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. A transfer shall mean the reassignment of a unit member without examination from one position to another in the same classification held.

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

**ARTICLE 30.14: PROMOTION**

30.14.1 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.

30.14.2 **Posting of Notices:**

30.14.2.1 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.

30.14.2.2 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.

30.14.2.3 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.

30.14.3 **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.

30.14.4 **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.

30.14.5 **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.
30.14.5.1 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.

30.14.6 When a campus assistant is promoted and does not successfully complete a six (6) calendar month probationary period in the new classification, the campus assistant shall have the right to be placed back in the former position as campus assistant in a vacant equivalent position. If a vacant position does not exist, the unit member shall displace the least senior campus assistant with the same number of hours per day or less if the unit member has more seniority.

30.15.7 Seniority accrued in a promotional position by a Campus Assistant shall be calculated in the same manner as classified employees. (see 20.5.1)

ARTICLE 30.15 REINSTALMENT

30.15.1 Reinstatement of Unit Members After Resignation: Any campus assistant in the school district who voluntarily resigns from his/her campus assistant 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 campus assistant.

ARTICLE 30.16: GRIEVANCES

30.16.1 Grievances may be filed only as applicable to Article 30 and those sections of the agreement covered. See Article 22 for Grievance procedures.

ARTICLE 30.17: CONTRACTING OUT

30.17.1 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 current departmental work
demands or because of the compelling nature of the situation. The District shall
notify CSEA of this decision as soon as administratively possible.

30.17.2 No contract for services which might affect members of the
bargaining unit in the way of wages, hours, 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.

30.17.3 For this article, a ‘day’ shall be defined as any day the
District Office is open for business.

30.17.4 Use Of Volunteers:

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

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

30.17.5 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 Campus Assistant 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.
30.17.6 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.

30.17.7 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.

30.17.8 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.

30.17.9 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.

30.17.10 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.

30.17.11 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.

30.17.12 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 30.18: SAFETY

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

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

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

30.18.4 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.

30.18.5 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.

30.18.6 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.

ARTICLE 30.19: EFFECTS OF AGREEMENT

30.19.1 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.

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

30.19.3 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.

ARTICLE 30.20: SEVERABILITY

30.20.1 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.

30.20.2 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 30.21: CONCERTED ACTIVITIES

30.21.1 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.

30.21.2 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.

30.21.3 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.

30.21.4 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.

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

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ARTICLE 30.22: DISTRICT RIGHTS

Article 30: Campus Assistants
30.22.1 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.

30.22.2 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.

30.22.3 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 30.23: TERM OF AGREEMENT

30.24.1 The terms and conditions of this Agreement shall remain in effect from November 1, 2011 to October 31, 2014 except where modified by mutual agreement.

30.24.1.1 The parties agree that for the 2012-2013 and 2013-2014 contract years, salary, and health benefits shall be open both years for negotiation. For 2012-2013 two additional articles may be selected by each party and for 2013-2014 one additional article may be selected by each party and for
both years, any other issues mutually agreed upon by the parties may be reopened for negotiations.

3.24.1.2 Notice that the Association wishes to reopen negotiations and which issues it wishes to reopen must be given to the District by August 15. The District must give notice to CSEA of which issues it wishes to reopen by September 1.

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

30.23.1 The terms and conditions of this article shall remain in effect in accordance with Article 29 of the CSEA Contract.

ARTICLE 30.24: SENIORITY
30.24.1 Seniority: Seniority shall be based on hire date into the Campus Assistant position, adjusted to reflect any break in service.

30.24.2 Any employment in a higher classification by a campus assistant shall not be a break in service for seniority purposes as a campus assistant.
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ARTICLE 30.25: DISCIPLINE
30.25.1 Discipline Upon suspension or termination of employment, a Campus Assistant may request a review of the circumstances of their termination. The review will be conducted by the Superintendent or designee within ten (10) working days of their termination. The designee will not be the same person who provided the initial review.

30.25.2 The decision of the Superintendent/designee is final and binding.
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For the Association:

Jabbar Wofford, Chapter President

2-25-15

Date

Mark Gutierrez, Negotiator

John Avalos, Negotiator

Marco Jimenez, Negotiator

Luz Chavez, Negotiator

Ilene Poland, Negotiator

Rosaelia Ambriz, Negotiator

Yvonne Brown, Negotiator

Upon 610 Policy Review

Mark Love, CSEA Labor Relations Representative

3/20/2015

Date

For the District:

Dr. Jesus Vaca, Chief Negotiator

2-25-15

Date

Lisa Cline, Negotiator

Dr. Edd Bond, Negotiator

Sally Wennes, Negotiator

Jorge Gutierrez, Negotiator

Mary Truax, Negotiator
# Appendix A

### Accounting

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### Clerical Support

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Appendix A: Classifications
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Appendix A: Classifications
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Appendix A: Classifications

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(B) = Bilingual Position that requires Bilingual Skills as part of the position for all incumbents per Article 9.10 (3% pay differential is built into the pay range).
All other positions may be made Bilingual by adding a stipend as required per Article 9.10.1.
### Appendix A: Classified Salary Schedule

#### 2014-2015 CLASSIFIED SALARY SCHEDULE (Eff. 7/1/2014)

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#### Employee Anniversary Increments:

An employee anniversary increment, in the amount of $61 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: $51.00
- 10 years of service: $122.00
- 15 years of service: $183.00
- 20 years of service: $244.00
- 25 years of service: $305.00

#### 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.
### Appendix A: Classified Salary Schedule

#### 2014-2015 CLASSIFIED SALARY SCHEDULE (Eff. 7/1/2014)

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### Employee Anniversary Increments:

Anniversary increments in the amount of $61 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: $0.35
- 10 years of service: $0.70
- 15 years of service: $1.05
- 20 years of service: $1.40
- 25 years of service: $1.75

### 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.
### 2015-2016 CLASSIFIED SALARY SCHEDULE (Efficacy 7/1/2015)

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</table>

**Employee Anniversary Increments:**

Anniversary increments in the amount of $81 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: $61.00
- 10 years of service: $122.00
- 15 years of service: $183.00
- 20 years of service: $244.00
- 25 years of service: $305.00

**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.

---

Appendix A: Classified Salary Schedule
## Appendix A: Classified Salary Schedule

### 2015-2016 Classified Salary Schedule (Eff. 7/1/2015)

<table>
<thead>
<tr>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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<td>$12,970</td>
<td>$13,400</td>
<td>$13,830</td>
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</table>

### Employee Anniversary Increments:

Anniversary increments in the amount of $51 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: $0.35
- 10 years of service: $0.70
- 15 years of service: $1.05
- 20 years of service: $1.40
- 25 years of service: $1.75

### 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.
APPENDIX B

DUES/SERVICE FEE SCHEDULE

1. The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first $2,450 of the monthly gross salary (Exclusive of overtime, but including longevity, professional growth, and anniversary increments), but shall not exceed a maximum assessment of $367.50 annually.

   Monthly deductions, at the rate set forth above, shall commence in September of each year and continue through the following August 31, or until a maximum of $367.50 has been deducted during said twelve-month period.

   Chapter dues shall be $2.00 per month, but shall not exceed $20.00 annually. Chapter dues shall not be paid by Service Fee Payers.

   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 fees, and to the extent the District has the capability of processing the dues and fees through the County payroll system.

Appendix B: Dues/Service Fee Schedule
APPENDIX C

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM

PERIOD OF REPORT _________ TO _________ END OF PROBATION_______

Employee’s Name __________________________ Position __________________________

Location __________________________ Date __________________________

Check one: ☐ 1st probationary ☐ 2nd Probationary ☐ Permanent Annual report ☐ Special report

PERFORMANCE EVALUATION will become part of the employee’s personnel file, and will be considered in relation to continued employment, attainment of permanent classification status, transfer, promotion, and dismissal or other disciplinary action.

Choose one: E—Exceeds District Standards M—Meets District Standards N—Needs Improvement D—Does not meet District Standards

1. JOB KNOWLEDGE The employee possesses and maintains the required job skills.
Comments: ❌

2. QUALITY OF WORK The employee’s work is accurate, neat, well-organized and thorough.
Comments: ❌

3. QUANTITY OF WORK, WORK HABITS & PRODUCTIVITY The employee works to potential, consistently completes schedules and maintains high productivity.
Comments: ❌

4. ATTENDANCE AND PUNCTUALITY The employee is regular in attendance and is punctual.
Comments: ❌

5. ATTITUDE The employee exhibits interest, is cooperative and a successful team worker, and accepts and adapts to change.
Comments: ❌

6. INITIATIVE AND DEPENDABILITY The employee readily accepts responsibility and can be depended on to follow through on work assignments with minimum direction.
Comments: ❌

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.
Comments: ❌

8. WORK RELATIONSHIPS The employee is courteous and polite to staff, parents, students and visitors, is cooperative and assists others whenever possible.
Comments: ❌

Additional Comments:

The Addendum to this form must be completed when this evaluation form has a rating of “Needs Improvement” or “Does Not Meet District Standards.” Unit members shall be reevaluated between 30 to 60 calendar work days following the evaluation to assess progress made to date towards goals. I ☐ DO ☐ DO NOT RECOMMEND THAT THIS EMPLOYEE BE CONTINUED IN EMPLOYMENT. (Probationary employees only)

RATER AND/OR REVIEWER (If the rater is not the Administrator or Manager with classified employee jurisdiction, the Administrator or Manager must sign as a Reviewer.)

Employee’s Signature __________________________ Position Title __________________________ Date __________________________

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 Unit member may append comments to this evaluation by submitting them in writing within 30 calendar work days to Human Resources.)

Employee’s Signature __________________________ Position Title __________________________ Date __________________________

DISTRIBUTION: ☐ Human Resources ☐ Employee ☐ Supervisor

Appendix C: Classified Employee Performance Evaluation Report
### ADDENDUM TO CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM

This form must be completed when the Performance Evaluation includes a rating of “Needs Improvement” or “Does Not Meet District Standards.” Employee must be re-evaluated within 30 to 90 calendar work days.

<table>
<thead>
<tr>
<th>Employee’s Name</th>
<th>Position</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
</table>

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. (Employee may append comments to this evaluation by submitting them in writing to the Classified Personnel Office Human Resources.)

Employee’s Signature  Position Title  Date

**DISTRIBUTION:**  □ Human Resources  □ Employee  □ Supervisor

---

**APPENDIX C**

Appendix C: Classified Employee Performance Evaluation Report
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 Improvement
   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.
APPENDIX D
GRIEVANCE FORMS

OXNARD SCHOOL DISTRICT
1051 South “A” Street • Oxnard, California 93030 •

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 D: Grievance Forms
APPENDIX D
GRIEVANCE FORMS

Oxnard School District
1051 South “A” Street • Oxnard, California 93030 •

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 D: Grievance Forms
APPENDIX D
GRIEVANCE FORMS

Oxnard School District
1051 South “A” Street • Oxnard, California 93030 •

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 D: Grievance Forms
APPENDIX E

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

5. It is agreed and understood that should it appear to the employee that the repeated calls are due to a failure of equipment, the employee will exercise independent judgment and may assess whether or not it would be more prudent to switch off the equipment or system that has caused the repeated calls. In making such an assessment, the employee should consider the potential safety or health hazards that might be created or potential loss or damage to property. In situations that create such a potential, the employee should first attempt to contact a supervisor. If none is available, the employee shall act accordingly and inform his supervisor as soon as possible.

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

Date: 10/23/90
FOR THE DISTRICT

Date: 10/23/90
FOR CSEA, CHAPTER 272

Appendix E: Memorandum of Understanding re Implementation of Article VIII
APPENDIX F

LETTER OF UNDERSTANDING
REGARDING INSTRUCTIONAL ASSISTANT HOURLY ASSIGNMENT CHANGES

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

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

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

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

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

Date: 12/1/93
Kurt Patterson
For Oxnard School District

Date: 12/1/93
Mike Dillon
For CSEA, Chapter 272

Appendix F: Letter of Understanding re Instructional Assistant Hourly Assignment Changes
Appendix G: Instructional Assistants with Benefits

(FEWER THAN 6 DAILY WORK HOURS)

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Appendix H: CSEA Work Calendars