

Lompoc Unified School District
Merit System Rules for the Classified Employees

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CHAPTER 60
IN-SERVICE STATUS AND TRANSACTIONS

60.100 Probationary Period

60.100.1 Duration of Probation

- A. An eligible appointed to a regular position from an eligibility list shall serve in a probationary period in each class not to exceed 6 months or 130 working days, whichever is longer.
- B. An employee shall attain permanent status in the classified service when he/she has completed a probationary period in a class.
- C. For those classes designated by the Commission as management and supervisory, the probationary period shall be one year or 260 working days, whichever is longer, and for those classes designated by the Commission as confidential, the probationary period shall be six months or 130 working days, whichever is longer as prescribed by the rules of the Commission.
- D. Time spent on a paid or unpaid leave of absence shall not accumulate towards the computation of the probationary period.

60.100.2 Rights of Probationary Employees

- A. A new employee who resigns in good standing during his/her initial probationary period shall, upon request, have his/her name restored in proper rank to the eligibility list from which he/she was appointed. Such action shall not extend the life of the eligibility list or the period of eligibility of the employee.
- B. A new employee who is suspended or dismissed during his/her initial probationary period shall be notified in writing of the action taken and the reasons therefore. He/she shall not have the right of appeal.
- C. An employee who has permanent status in the classified service, and who has been promoted to a higher class, shall be demoted during the probationary period to his/her former class. He/she shall be notified in writing of the action and the charges against him/her, but shall have the right of appeal provided in Rule 60.800.3B.
- D. A permanent employee who is suspended or dismissed or demoted to other than his/her former class during a probationary period retains full rights of appeal.
- E. If the work to which a probationary employee has been appointed proves temporary instead of permanent as certified, and should he/she be laid off without fault on his/her part before his/her probationary period is completed, his/her name shall be placed on the appropriate reemployment list and the time he/she has served shall be credited to him/her on his/her probationary period.

60.200 Changes in Position and Class

60.200.1 Transfer

- A. An employee may be transferred at his/her request or for the good of the District from one position to another in the same class at the discretion of the department head(s) involved with the approval of the Personnel Director for the Personnel Commission, provided that such action shall not be taken for punitive or preferential reasons.
 - 1. Requests for transfer shall be filed in the Personnel Commission Office, and for bargaining unit members at the time(s) specified by Contract.
 - B. Lateral transfers shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.
 - C. A permanent employee may be transferred to a position in a related class on the same salary schedule. Such transfers shall be made only with the approval of the Personnel Commission.
 - D. The Personnel Commission shall determine whether classes are sufficiently related to permit transfer between them. It shall consider similarity of duties, minimum qualifications, examination content, occupational group, and promotional field (above and below). In general, more latitude in transfers is permitted:
 - 1. As the employee's seniority in the classified service increases.
 - 2. When the transfer request is based on reclassification, impending layoff, or for reasons of health.
- E. A permanent employee who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of six months or 130 working days, whichever is more. At any time during the probationary period he/she may be returned (transferred) to his/her former class without right of appeal unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases, the employee will have the same appeal rights as a permanent employee who is demoted or dismissed.
- F. Seniority Credit Upon Transfer
Position transfer shall have no effect upon the seniority of a transferring employee. Where transfers are between positions in the same class, the employee shall retain his/her full seniority in that class. Where an employee transfers from a position in one class to a position in another class, (lateral transfer), such employee shall begin earning seniority credits in the new class at the time of transfer; while retaining earned seniority credits in the former class.
- G. Transfer shall not be used as a device to alter the effects of impending layoff, although employees whose positions are to be eliminated may transfer to other classes as stipulated in 60.200.

- H. Reasons for any transfer which is not voluntary, for the good of the District (see A above), shall be discussed with the employee by his/her immediate supervisor.
- I. Approved transfers are to be completed within 10 (ten) working days of selection. Under special circumstances, additional days may be granted by appealing to the Personnel Director for the Personnel Commission .

60.200.2 Demotions

- A. A permanent employee may request voluntary demotion to a class with a lower maximum salary rate. Such requests require the approval of his/her department head and that of the head of the department to which he/she is to be assigned, and shall be subject to final approval of the Personnel Director for the Personnel Commission .
- B. Voluntary demotion is a privilege available to a probationary employee only in cases when he/she would otherwise be laid off for lack of work or lack of funds.
- C. Involuntary demotion is a disciplinary action for cause and is subject to the pertinent rules and procedures.

60.200.3 Reinstatement and Reemployment

- A. A former permanent employee who resigned in good standing from his/her permanent classified position may be reinstated by the Governing Board of the District, within 39 months after his/her last day of paid service and without further competitive examination, to a vacant position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class or a lower class in which the employee formerly had permanent status. Such actions are discretionary with the appointing authority.

If the Governing Board elects to reinstate a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class in which he/she is reinstated.

- B. An employee who has taken a voluntary demotion may be reinstated to his/her former class or to a related lower class, as determined by the Commission, within 39 months. Reinstatement from a voluntary demotion is discretionary with the appointing authority.
- C. An employee who has accepted demotion in lieu of layoff for lack of work, lack of funds, or abolishment or reclassification of his/her position, has the right to be reemployed, in accordance with his/her seniority, in his/her former class within 63 months after demotion. Intervening reassignments to other classes shall not abrogate that right.

- D. Persons laid off because of lack of work or lack of funds shall have their names placed on a reemployment list and shall be reemployed in accordance with their seniority. They shall be eligible to be reemployed for a period of 39 months before any eligibles are hired or reinstatements are made. From the date of layoff, such individuals have the right to participate in promotional examinations for a period of 39 months.
- E. Reinstatement or reemployment of an employee within 39 months shall have the following effects:
1. Restoration to the former step in the salary range for the class, or, if reemployed in a lower class, to the rate closest to that of the step to which he/she would be assigned if he/she were reinstated in his/her former class.
 2. If restored to permanent status, restoration of accumulated sick leave and seniority.
 3. Restoration of former anniversary date, but without step advancement credit for the off-duty period.

60.300 Previous Rule Deleted

60.400 Performance Evaluations (Only applies to Classified Management and Confidential employees.)

60.400.1 When Evaluations are to be Made

All regular classified employees shall be evaluated by their immediate supervisors in accordance with the following schedule:

- A. Probationary employees - Unit members and confidential employees at the end of the third and fifth months of service and management and supervisory, classes at the end of the sixth and eleventh months of service.
- B. Permanent employees - at least once every two years, or as needed based upon the determination of the employee's immediate supervisor.

60.400.2 Who Makes Evaluations

Each immediate supervisor under whom the employee has served for 90 working days or more during any rating period shall provide a performance evaluation, even though the employee may have left his/her direction.

60.400.3 Procedure to be Followed

- A. Performance evaluation reports shall be made on approved forms which shall be prepared by the employee's immediate supervisor.
- B. The immediate supervisor shall review the performance evaluation report with the employee. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. When the employee is no longer supervised by the person preparing the evaluation, it may be delivered by mail.
- C. Performance evaluation reports shall be filed in the employee's personnel file and shall be available for review on a need to know basis in connection with promotions and disciplinary actions.
- D. Employees may respond in writing to refute or rebut any derogatory rating or comments to any evaluation within ten (10) working days after receipt of the evaluation. The written response shall be attached to the evaluation.
- E. Employees shall be given an opportunity to discuss the evaluation with the evaluator prior to submission of the evaluation to the personnel file.
- F. An evaluation with a less than "satisfactory" mark in any category shall include recommendations for improvement by the supervisor.
- G. No grievance shall challenge the content, substance, standards or criteria of the

evaluation and review. Any grievance regarding evaluations shall be limited to a claim that the foregoing procedures have been violated.

60.400.4 Appeals

If a non-represented permanent employee is not satisfied with his/her performance evaluation, he/she may appeal through the resolution procedure (Rule 80.100).

60.500 Leaves of Absence (Only applies to Classified Management and Confidential employees.)

60.500.1 Vacation

- A. Every regular classified employee, permanent and probationary, shall earn vacation at the prescribed rate as part of his/her compensation. Regular employees who are on leave to serve in a limited-term assignment shall earn vacation during such limited term assignments. Vacation shall also be earned during any paid leave of absence.
- B. Classified bargaining unit employees will accrue and use vacation time under the terms and conditions of the classified bargaining unit contract.
- C. In accordance with Board Policy P9153.2, all classified managers, supervisors and confidential employees shall be entitled to prorated vacation with pay; length of such vacation period to be determined in the following way:
 - 1. From the first through the fifth year of service, vacation shall be accrued at the rate of 1.167 days of vacation for each full month of service for a maximum yearly earning of fourteen (14) days.
 - 2. From the sixth through the tenth year of service, vacation shall be accrued at the rate of 1.417 days of vacation for each full month of service for a maximum yearly earning of seventeen (17) days.
 - 3. From the eleventh through the fifteenth year of service, vacation shall be accrued at the rate of 1.667 days of vacation for each full month of service for a maximum yearly earning of twenty(20) days.
 - 4. From the sixteenth through the twentieth year of service, vacation shall be accrued at the rate of 1.833 days of vacation for each full month of service for a maximum yearly earning of twenty-two(22) days.
 - 5. From the twenty-first year of service and each year thereafter, vacation shall be accrued at the rate of 2.25 days of vacation for each full month of service for a maximum yearly earning of twenty(27) days.
 - 6. Not more than one (1) year's vacation can be accumulated and carried over from one (1) fiscal year to the next. Prior written permission by the immediate management supervisor can extend this carry-over period for six (6) months, at which time the vacation shall be taken or compensated unless the time period is extended by action of immediate management supervisor.
 - 7. The Board of Education and Personnel Commission may grant additional vacation at their discretion to non-represented employees.
- D. Vacations shall be approved in advance by the District department head. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the service and the workload of the department. The

employee may elect a vacation payoff under special circumstances if approved by the District.

- E. All vacation time shall be paid at the employee's regular rate of pay earned in his/her regular classification at the time the vacation is taken or paid for, and shall include any longevity, differential and/or stipends due the employee.
- F. Upon separation from the service, an employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.

60.500.2 Paid Sick Leaves (Only applies to Classified Management and Confidential employees.)

- A. Sick leave is the authorized absence of a regular classified employee when the absence is due to:
 - 1. Physical or mental inability to perform the usual and customary duties of the position due to illness, injury, or for legally established quarantine.
 - 2. A visit to a state-licensed physician, dentist, medical practitioner, psychologist, or other therapist for examination, treatment, consultant or therapy.
- B. One day of sick leave, with full pay, shall be granted each full time classified employee for each full month he/she has completed service in the District. This sick leave is authorized only for the illness of the employee. If the employee does not use the full amount of sick leave in any school year, the number of days not used shall be accumulated from year to year with no limit to accumulation. Part-time employees shall be entitled to sick leave in the same proportion as the ratio of the number of hours he/she works daily is to an eight hour day. If employment is terminated, no compensation will be paid for unused sick leave. Annual sick leave accounts will be issued at the beginning of each fiscal year.
- C. At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- D. Sick leave may be taken at any time, provided that employees with probationary status may use only six days of paid sick leave during the initial probationary periods.
- E. Pay for any day of sick leave shall be the same pay rate the employee would have received if he/she had worked that day.
- F. In order to receive compensation while absent on sick leave, the employee must contact his/her appropriate answering service as soon as the need to be absent is known to permit the employer time to secure a substitute service or make other appropriate arrangements. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action unless the employee establishes that unforeseeable and unavoidable emergency circumstances make it impossible to fully comply with his/her obligations hereunder.
- G. An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the District of the employee's intent to return to work at least one (1) hour prior to the close of the preceding day if such failure results in a substitute being secured.
- H. An employee absent more than three working days or more may be required to present a doctor's statement stating the nature of the illness or injury and the date the

employee is able to return to work.

- I. On a case-by-case basis, any classified employee may donate up to ten (10) days of accumulated sick leave to another classified employee who has suffered a long-term non-industrial, catastrophic illness or injury and has exhausted all full paid leaves. Donating members must have accumulated at least twenty (20) days of sick leave. The recipient shall be paid at his/her regular rate of pay. The recipient shall utilize donated sick leave in the order donations are received. Donated sick leave not utilized shall be returned to the donor.

Employees who qualify and desire this benefit shall submit this request on a District form. The recipient is limited to one hundred (100) donated days.

60.500.3 Additional Non-Accumulated Sick Leave

- A. After exhaustion of paid sick leave, an employee who is ill or injured will be required to use accumulated vacation (and compensatory time, if provided) to avoid leave without pay unless the employee requests otherwise.
- B. After the exhaustion of all accumulated sick leave entitlements, the District shall pay the employee for any compensatory time that he/she may have accumulated. If no compensatory time has been accumulated or if such has been exhausted, the employee will then use accrued and/or unaccrued vacation entitlements. In the event that the employee has exhausted all of his/her vacation entitlement, the District shall provide the employee with differential pay (the amount of the employee's regular day's pay less the amount actually paid to a person serving as a substitute in the employee's position) for each day of absence up to a maximum of five (5) months (100 days) from the first day of paid absence resulting from the accident/illness.
- C. After exhaustion of all paid leaves, a permanent employee may, upon request and with Board of Education approval, be placed on an unpaid leave of absence for a period not to exceed twelve months or placed on the 39-month reemployment list.

60.500.4 Returning from Sick Leave

- A. Following a 24-hour notice, an employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties. A doctor's release is required.
- B. If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this rule, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reinstatement list for a period of 39 months in the same manner as if he/she were laid off for lack of work or lack of funds.

60.500.5 Industrial Accident and Industrial Illness Leave

- A. Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of EDUCATION CODE Section 44043 and 45192 and this rule.
- B. An employee in the classified service, who is absent from duty because of illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:
 - 1. He/she has completed 130 days or 6 months of paid service whichever is lesser.
 - 2. It has been determined that the illness or injury was directly related to the performance of his/her duties.
- C. Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. A paid industrial accident leave granted under paragraph B.1, above, shall be for not more than sixty (60) working days in any one fiscal year for the same accident.
- D. Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
- E. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation the person shall be entitled to use only as much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provided for a full day's wage or salary.
- F. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the governing board, the employee shall endorse to the district wage loss benefit checks received under the workers' compensation laws of this state.
- G. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

- H. Allowable leave shall not be accumulative from year to year.
- I. Upon return to service from any unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she shall be placed on a reemployment list in accordance with Section L listed below. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- J. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the EDUCATION CODE and Personnel Commission rules. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
- K. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed 39 months.
- L. An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas in which the employee has made himself available. Employees removed from a reemployment list under this Rule may appeal the removal to the Personnel Commission.
- M. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

60.500.6 Bereavement Leave

- A. Probationary and permanent employees in the classified service shall be allowed regular pay for not more than five working days per fiscal year when absent on account of the death of any member of his/her immediate family.
- B. Members of the employee's immediate family means the spouse, mother (in-law), father (in-law), grandmother (in-law), grandfather (in-law), son (in-law), daughter (in-law), grandchild (in-law), and the brother or sister of the employee, step relatives, foster children, foster parents or any relative living in the immediate household of the employee.

60.500.7 Personal Necessity Leave

A. Classified employee, serving in a status which entitles him/her to illness or injury leave pay, shall, at his/her election, be placed upon a personal necessity leave and be allowed pay within the limits and conditions of this policy, for any of the following emergencies:

1. The death of a member of the employee's immediate family when the number of days exceed the limit provided in the Bereavement Leave.

Members of the employee's immediate family means the husband, wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchild of employee or of the spouse of the employee, foster children, foster parents, step relatives and in-laws or any relative living in the immediate household of the employee.

2. Accident, illness or emergency involving his/her person or property or a member of his/her immediate family as described in (1) above. Such accident, illness or emergency must:

a. be a serious nature.

b. involve circumstances the employee cannot reasonably be expected to disregard.

c. require the attention of the employee during his/her assigned hours of service.

3. Appearance in Court as a litigant or as a witness in Court under an official order, which cannot otherwise be chargeable to judicial leave. Criminal cases

involving conviction are excluded. The employee must return to work in cases when it is not necessary for him/her to be absent the entire day.

4. Other reasons as may be approved by the Personal Leave Committee.

B. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity pay.

1. The total number of days allowed in a fiscal year for such leave or leaves, chargeable to personal illness, shall not exceed six days. This leave is non-accumulative. The six days are to be deducted from the annual sick leave allowance.

2. Absence for personal leave in excess of days allotted will be deducted at full salary.

3. The personal leave shall not be granted during a scheduled vacation or a

leave of absence.

4. Payment for such absence shall be made only upon certification by the employee in completing an absence report. The employee shall state that such absence was due to a personal emergency and outline the nature of such emergency. Such forms shall be approved for payment by the proper administrator or supervisor and shall be filed with Payroll Services. Verification or evidence may be required for personal leave claims.
5. Notwithstanding any of the above purposes, accumulated sick leave shall not be used to compensate any employee whose absence results from his/her participating in a strike, work stoppage, work slowdown or any other labor disturbance.

60.500.8 Jury Duty and Witness Leave

- A. Leave of absence for jury duty shall be granted to any classified employee who has been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is deducted from the employee's salary 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 Personnel Division.
- B. Leave of absence to serve as a witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is deducted from the employee's salary and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Personnel Division.
- C. The jury service fee and witness fee referred to in A and B, respectively, do not include reimbursement for transportation expenses.
- D. An employee required to report for jury service shall return to work whenever such employee is released from jury duty in such a fashion that the employee can return to the District and perform two (2) or more hours of service. Otherwise, the employee shall not be required to report for work on a day that he/she is required to report for jury service. However, in no instance shall the combination of jury service hours, reasonable travel time, and the number of hours performed in District service exceed eight (8) hours per day unless the hours in excess of eight (8) hours per day are compensated in accordance with the provisions of Personnel Commission Rule 70.100.3.

60.500.9 Release Time to Take Examinations

- A. A regular classified employee shall be permitted to take any District examination administered by the Personnel Commission during the employee's regular working hours without deduction of pay or other penalty. Such paid release time shall be valid only with written authorization to take the examination signed by the Personnel Director for the Personnel Commission or his/her designee. The employee shall provide his/her supervisor with notice of the need for release time at least two (2) days prior to the date of the examination.

60.500.10 Release time for Interviews

A regular classified employee shall be provided with release time to participate in interviews for in-district promotions or transfers during his/her regular working hours without deduction of pay or other penalty. The employee shall provide his/her supervisor with notice of the need for release time as soon as possible after notification by the Personnel Commission office of the interview time.

60.500.11 Military Leave

An employee shall be entitled to all the rights and privileges regarding military leaves of absence provided by state law, including Sections 389 and 395 of the Military and Veterans' Code. The term "military" as used in this rule is defined as including Army, Navy, Marines, Air Force, or other armed services of the United States or as may be otherwise defined by law.

Employees shall be required to request military leaves in writing and, upon request, to supply the District with copies of military orders and status reports.

60.500.12 Family Care and Medical Leave

An employee with twelve (12) months of paid service and who has at least 1,250 hours of service with the District during the previous twelve (12) months may request unpaid family care and medical leave up to twelve (12) work weeks during a fiscal year for one of the following reasons:

1. Leave for reason of the birth of a child of the employee, or the placement with the employee of a child in connection with an adoption or foster care;
2. Leave to care for an employee's child, parent or spouse who has a serious health condition;
3. Leave in the case of the employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth, or related

medical conditions.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependant child.

"Parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health provider.

60.500.13 Leave of Absence Without Pay

- A. Leave of absence without pay, not to exceed one year, may be granted to a permanent classified employee, upon the written request of the employee and with the approval of the Superintendent or his/her designated representative.
 - 1. The granting of a leave of absence without pay gives to the employee the right to return to his/her position at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be reassigned upon completion of the leave.
- B. The Governing Board may, for good cause, cancel any leave of absence by giving the absent employee due notification. The employee may appeal the cancellation to the Personnel Commission which shall investigate and hear the appeal. The appeal by the employee will stay the cancellation directive of the Governing Board until action by the Personnel Commission, which shall be final and binding.
- C. An employee may make a written request to the Governing Board to return to work prior to the expiration date of the leave. The Governing Board may approve or reject the request.
- D. Failure to report for duty within five working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Board of Education. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause.
- E. If the employee's classification has been abolished during the employee's absence, he/she may be laid off for lack of work and placed on the reemployment list for the class effective the date of termination of leave or he/she may bump another employee based on seniority. He/she may be returned to a vacant position in a class at the same or a lower level for which he/she is qualified.

60.500.14 Leave to Serve in an Exempt, Temporary, or Limited-Term Position

- A. Any permanent classified employee 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.
- B. The employee, with the approval of the District, may 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.

An exempt employee is an employee who is exempt from the regular classified service as defined in Education Code 45256 and 45258.

60.600 Layoff (Only applies to Classified Management and Confidential employees.)

60.600.1 Procedure Regarding Layoff

- A. Classified employees are laid off for lack of work or lack of funds, the order of layoff within the class shall be determined by length of service in classification. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority and, therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.

In cases of two (2) or more employees having the same length of service, the order of layoff of such employees shall be determined by lot.

- B. For the purpose of this section, “length of service” means seniority in a classification by date of hire. Credit shall not be granted for time spent on an unpaid leave of absence, with exception of that granted veterans under Section 395 of the VETERANS CODE.
- C. Seniority by date of hire in a classification shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District.
- D. The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority, the most senior appearing first.

60.600.2 Limited-Term Positions

- A. No regular employee shall be laid off from any position while employees serving

under limited-term appointment are retained in positions of the same class unless the regular employee declines the limited-term position.

60.700 Resignation

When an employee desires to resign from his/her position, he/she shall present his/her resignation in writing to the Personnel Department.

A resignation relates only to the specific position from which the employee resigns or their position on eligibility lists. An employee who terminates all employment with the District shall have his/her name removed from promotional eligibility lists.

An employee who resigns in good standing may be placed on a thirty-nine (39) month restoration list. The employee shall be required to maintain his/her current address and telephone number on file with the Personnel Department.

(Revised by Personnel Commission
06/14/01)

- 60.800.1 **Discipline for Cause:** A permanent classified employee may be disciplined by the District only for cause. The term “discipline” for the purpose of this Rule specifically does not include adverse or negative evaluations, reprimands, warnings, and directives.

The term “discipline” for the purpose of this Rule shall be consistent with applicable law and is limited to any action whereby a permanent classified employee is dismissed, suspended without pay, or demoted from a class for which the classified employee has acquired permanence, except a layoff for lack of work or lack of funds. Any suspension without pay shall not exceed thirty (30) work days.

- 60.800.2 **Statute of Limitations:** No discipline shall be taken for any cause which arose prior to the employee becoming permanent, not for any cause which arose more than two (2) years preceding the date of the notice of proposed discipline unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

- 60.800.3 **Non-Discrimination:** No employee shall be subject to discipline under this Personnel Rule on account of race, religious creed, color, national origin, ancestry, physical or mental disability as defined by federal and state law, medical condition, marital status, pregnancy, sex, actual or perceived sexual orientation, age, political affiliation, domicile, or membership and/or participation in an employee organization as defined by the Educational Employment Relations Act.

- 60.800.4 **Causes for Suspension, Demotion or Dismissal:** The term “cause” or reasons for suspension, demotion, or dismissal shall include, but not be limited to, the following:

1. Incompetency or inefficiency in the performance of assigned duties.
2. Insubordination, including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
3. Inattention or dereliction to duty, discourteous treatment of the public or of fellow employees.

4. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
5. Dishonesty.
6. Drinking alcoholic beverages on the job, or reporting to work while intoxicated.
7. Use of controlled substances on the job, or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified employee is not prohibited.
8. Willful failure of good conduct tending to injure the public service, or any willful and persistent violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the Board of Education or the Personnel Commission. Personal conduct unbecoming an employee of the District which may have adverse impact on the District.
9. Failure to report for required health tests after due notice.
10. Engaging in prohibited political or union activity during assigned hours of employment.
11. Conviction of any felony, or any crime involving moral turpitude.
12. Sexual harassment of any pupil, employee or visitor.
13. Engaging in violence or threat of violence in the workplace.
14. Abuse of any leave.
15. Documented frequent unexcused absence or tardiness.
16. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
17. Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Board or by any appropriate federal, state, or local governmental agency.
18. Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, or the accepting of anything of value or any service in exchange

for granting any special treatment to another employee or to any member of the public.

19. Willful, negligent or intentional violation of any law concerning the District.
20. Abandonment of position which shall be defined as more than five (5) days of continuous unexcused absence.
21. Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

60.800.5 **Notice of Proposed Disciplinary Action (Skelly Notice):** Prior to imposing discipline, the Superintendent or designee shall give written notice to the classified employee in person and/or by certified mail at least ten (10) calendar days prior to the date when the discipline may be imposed.

A copy of the Notice of Proposed Disciplinary Action, including all attachments, if any, shall simultaneously be given to the Personnel Director of the Personnel Commission

In emergency situations where it is deemed appropriate by the Superintendent or designee to remove the classified employee immediately, the classified employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10) calendar day following the date written notice was served.

The Superintendent or designee who gives the written notice of proposed disciplinary action to the classified employee must have the authority to do so on behalf the Board of Education.

60.800.6 **Lawful Representation:** An employee facing discipline as defined above may be represented by a lawful representative at any disciplinary conference or any hearing held pursuant to this Rule.

60.800.7 **Written Notice of Proposed Disciplinary Action:** The written notice of proposed disciplinary action shall include at least the following:

1. A statement in ordinary and concise language of the specific acts and/or omissions upon which the proposed disciplinary action is based.
2. The specific disciplinary action proposed.
3. The cause(s) or reason(s) for the specific disciplinary action proposed.
4. A copy of the applicable rule(s) claimed violated.

5. A statement that:
 - a. The classified employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served to the superintendent or designee with authority to recommend the proposed discipline be effected, modified or rescinded.
 - b. The classified employee, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served.

If the employee chooses to bring representation other than the recognized bargaining unit representative, a twenty-four (24) hour notice is required and that at such meeting the classified employee shall be granted a reasonable opportunity to present relevant evidence to refute the charges.

6. A statement that the classified employee, upon written request, is entitled to an evidentiary appeal hearing before the Commission or a hearing officer designated by the Commission if the proposed discipline is effected. A statement that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was served.
7. A statement that no evidentiary hearing shall be held unless an Answer and Request for Hearing is delivered to the Personnel Director for the Personnel Commission within fourteen (14) calendar days after the date a written notice advising the affected employee that disciplinary action will be effected is delivered to the affected employee.

60.800.8 **Skelly Conference:** The classified employee who is subject to the proposed discipline, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such “Skelly” conference the classified employee shall be granted a reasonable opportunity to make any representations the classified employee believes are relevant to the case. At such “Skelly” conference, the classified employee also shall be granted a reasonable opportunity to respond to the matters in this notice, either orally or in writing, including the submission of any affidavits.

1. If the classified employee requests a “Skelly” conference within ten (10) calendar days of the serving of notice, one will be held and the Superintendent or designee conducting it will issue a written decision to the affected employee within ten (10) calendar days following the conference affirming the proposed discipline, dismissing the proposed discipline, or modifying the proposed discipline to a lesser discipline. A copy of the written decision will be promptly given to the Personnel Director of the Personnel Commission. (Time lines may be extended by written mutual agreement.)
2. If the classified employee does not request a “Skelly” conference, the proposed discipline in the written notice will be implemented commencing on the date indicated in the written notice unless the Superintendent or designee determines otherwise after a review.
3. The Superintendent or designee who imposes any discipline after the “Skelly” conference, or does so in the event the classified employee chooses not to have a “Skelly” conference, must have the authority to do so on behalf of the Board of Education.

60.800.9 **Immediate Suspension:** Whenever a classified employee is charged with a mandatory leave of absence offense pursuant to Education Code section 44940(a) covering certain sex offenses and controlled substances offenses, the District shall immediately place the employee upon a compulsory leave of absence pursuant to Education Code section 45304(b) and any other applicable law.

60.800.10 **Notification by Personnel Director to Employee of Right to Appeal:** Upon receipt of notification by the District that the decision to effect disciplinary action has been made, the Personnel Director for the Personnel Commission (in accordance with Education Code 45304) shall provide each affected employee in writing by personal service or certified mail with:

1. A copy of the charges against the employee; and
2. A copy of an Answer and Request For Hearing form, which advises the affected employee that by signing and returning the form within fourteen (14) calendar days from the date of service, the Personnel Commission shall schedule a Hearing on the employee’s appeal from the disciplinary action.
3. An advisement that failure to timely file the Answer and Request For Hearing form shall constitute a waiver of the employee’s right to appeal the discipline to the Commission.

60.800.11 **Request for Evidentiary Appeal Hearing:** The classified employee shall receive an evidentiary appeal hearing on the disciplinary action only if a written answer and demand for such a hearing is delivered to the Personnel Director for the Personnel Commission within fourteen (14) calendar days after service of written notice that discipline has been imposed. Failure to file a timely answer and request for an evidentiary hearing shall mean that the employee has waived the right to an evidentiary hearing. In the absence of a timely written answer and demand for an evidentiary appeal hearing, the implemented disciplinary action, shall be final and conclusive.

60.800.12 **Appeal Hearing Procedures:** If the classified employee timely requests an evidentiary appeal hearing before the Commission within fourteen (14) calendar days of the date of the service of the written notice of proposed discipline, the Commission, or hearing officer designated by the Commission, shall conduct an evidentiary appeal hearing on the discipline. If a hearing officer is used, the hearing officer shall make written findings of fact and recommendations to the Commission.

1. The classified employee shall have a right to appear in person, with counsel or such other lawful representation as determined by the classified employee. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging part cross-examination and rebuttal evidence from each party.
2. Hearings will be recorded at the request of either party with such expense being borne by the requesting party.
3. The Commission, or hearing officer designated by the Commission, may require the production of evidence from either party.
4. Hearings will be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. The Commission, or hearing officer designated by the Commission, shall determine the relevancy, weight and credibility of testimony and evidence. A decision shall be based on the preponderance of the evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
 1. The Commission, or hearing officer designated by the Commission, may

- grant a continuance for good cause prior to or during the evidentiary hearing.
2. The evidentiary appeal hearing shall be conducted in closed session unless the classified employee or the classified employee's representative requests in writing to the Commission, or hearing officer designated by the Commission, that it be in open session at least ten (10) calendar days prior to the date the hearing is to commence. In any event, any deliberations by the Commission shall be in closed session.
 3. The Commission shall render its final decision with the reasons for its decision within fourteen (14) calendar days after the conclusion of the evidentiary appeal hearing (unless this time period is extended by the hearing officer or the Commission within either's discretion). The Commission may sustain, reject or modify the discipline, but it shall not provide for more stringent discipline. In addition, the Commission may direct such other action as it may find necessary to effect a just settlement of the appeal, including, but not limited to, compensation for all or part of the legitimate expenses incurred in pursuit of the appeal, seniority credit for off-duty time pending reinstatement, transfer or change in location of the employee, and expunction from the employee's personnel file of disciplinary actions, cause, and charges which were not sustained by the Commission.
 4. Upon receipt of the Commission's written decision the Governing Board shall forthwith comply with the provisions thereof. When the Governing Board has fully complied with the Commission's decision it shall notify the Commission in writing.

60.800.13 Counsel for the Personnel Commission:

In accordance with Education Code 45260, 45261 and 45313, the Personnel Commission may seek and appoint legal counsel as part of its appeal and investigatory hearing duties. To avoid any conflict of interest, the legal counsel shall not be the same counsel representing the Board of Education, nor shall the Board and the Commission be represented by members of the same legal firm in a hearing held pursuant to these Rules and Regulations. All reasonable costs associated with the use of such legal counsel by the Personnel Commission in hearings shall constitute a legal charge against the Board of Education's general funds, whether or not the money or costs for legal services appear in the Commission's budget.