



COLLECTIVE BARGAINING AGREEMENT

Between

Reed Union School District

And California School Employees Association

Reed Chapter #448

July 1, 2019 – June 30, 2022

April 2019

The CSEA Contract

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REED UNION SCHOOL DISTRICT

This Agreement is made and entered into as of July 1, 2019 and shall remain in full force and effective until June 30, 2022, by and between the Reed Union School District, hereinafter referred to as the "District" and the California School Employees Association/Reed Chapter #448 or its successors, hereinafter referred to as "CSEA".

The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.

ARTICLE I

RECOGNITION

The District has recognized the Association as the exclusive representative for the employees of the Classified Unit.

The Classified Unit consists of employees as stated in the listing of positions and salary schedule set forth in Appendix "A" of this Agreement.

This Agreement applies only to employees in the above described representation unit.

The bargaining unit may be expanded to include other position classes of employees by mutual agreement of the District and the Association subject to the rules of Public Employees Relation Board.

ARTICLE II

MEETING AND NEGOTIATION: SCOPE, AGREEMENT AND RELEASE TIME

SCOPE: The scope of negotiations will be as cited in Government Code Section 3543.2 as follows: "The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. 'Terms and conditions of employment' mean health and welfare benefits, leave and transfer policies, safety conditions of employment...procedures to be used for the evaluation of employees, organizational security and procedures for processing grievances."

If the Public Employment Relations Board determines that other items within the Association's initial proposal are within the scope of representations as set forth in Government Code, Section 3543.2, the parties shall reopen negotiations on such items and incorporate the Agreement reached on such items into this contract.

AGREEMENT: A binding, bilateral contract shall be signed by representatives of the Association and of the Board covering those matters within the scope of negotiations that have been mutually agreed upon, when ratified by the members of the bargaining unit and adopted by the Board of Trustees. CSEA and the District may each choose to reopen for negotiations up to three articles in each contract year.

RELEASE TIME: The District shall provide a reasonable amount of release time for Association representatives. Such release time shall be used only for negotiation sessions and grievance processing.

ARTICLE III

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Organizational Security

1. No employee who enrolls in CSEA membership will pay dues to CSEA until the first of the month following thirty calendar days after the employee first comes into the bargaining unit.

B. Dues and Deductions

1. CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.
2. The employer shall deduct, in accordance with the CSEA dues schedule, from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to CSEA. Such authorizations shall remain in effect until expressly revoked in writing by CSEA following a unit member notice of revocation of their membership.
3. The employer shall, without charge, pay to CSEA, within fifteen days of the deduction, all sums so deducted. The employer shall not be obligated to make more than one monthly payment to CSEA of all sums deducted.
4. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of unit members for whom such deductions have been made, indicating any changes that may have occurred since the previous list.

C. Hold Harmless Provision

1. CSEA agrees to reimburse the employer, its officers, and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof.
2. CSEA agrees to reimburse the employer, its officers and agents, for any award or compromise of damages of liability arising out of court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof, provided the employer has complied with terms of this Article and has promptly notified CSEA of its awareness of such an action.
3. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE IV

WAGES

A. **Basic Salary Schedule:** During the term of this Agreement, the District shall pay the Classified Salary Schedule dollar amounts as shown on Appendix A. Step movement will be granted **in accordance with the salary schedule at the appropriate service year intervals.** Salary advancement occurs at the beginning of the next fiscal year, on July 1, and each year thereafter, for all employees who have been employed on or before January 31. Those entering employment with the District after January 31 will receive the first step advancement one year from the next July 1. The district shall provide one additional optional paid day for staff development/training on a non-work day for each employee. Twelve-month employees shall have the opportunity to participate in staff development training during their regular workday. The training shall be related to their classification and approved by their supervisor in advance.

B. **Overtime:** Overtime is defined to include time worked in excess of eight hours in one day or in excess of forty hours in one calendar week. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

Overtime compensation shall be at the rate of one and one-half times the regular rate of pay of the employee. The use of overtime is allowed only to meet emergency or unusual situations and must be pre-approved by the employee's principal or other supervisor.

C. **Compensation for overtime or extra hours** over assigned time, up to eight hours per day, will be paid by payroll warrant. An employee may receive compensatory time off in lieu of pay, only upon prior approval by the employee's immediate supervisor. Scheduling of pre-approved compensatory time off shall be by mutual agreement between the employee and the supervisor. If an employee is not permitted to take compensatory time in the school year within which it was earned or **within one year from the date it was earned**, the District shall compensate the employee in such cases for all unused compensatory time. There are two rates of compensatory time off:

1) Overtime compensatory time off – hours worked in excess of eight hours in one day or in excess of forty hours in one calendar week **with compensatory time to be computed at one and one half hours off for every hour worked**; and 2) regular compensatory time off – extra hours worked which, when added to regular work hour, do not exceed forty hours per calendar week with compensatory time to be computed at one hour off for every hour worked. The employee is responsible for submitting a monthly time sheet to his/her supervisor for all overtime and compensatory time accrued and/or used. The supervisor shall submit all such time sheets monthly to the District Business Office for tracking and payment purposes.

D. Placement on Salary Schedule

1. All new employees shall be placed by the Superintendent or designee on the appropriate Range and Step of the salary schedule according to the terms and conditions of the Contract. When justified, credit may be granted to new employees for prior experience on

the following basis:

- a. Credit for one step on the salary schedule for each year of related work. At least one year must have been with one employer. Maximum placement is Step IV.
- b. **An employee who is promoted to a position with a higher salary range shall receive the salary of the new position. Placement on the appropriate step of the new range shall be at a point on the salary schedule which is not less than 5% higher than the employee's current salary, excluding longevity.** (Note: moved from Article XII F of the contract)
- c. Cases in which a current employee's placement would result in a salary less than that which would be granted to a new employee with similar work experience shall be negotiated on an individual basis with the District and CSEA.

The Classified Bargaining Unit Salary Schedule shall be attached as Appendix A.

ARTICLE V

HOURS OF EMPLOYMENT

- A. The arrival and departure time for each employee shall be determined by the site administrator.
- B. The work week shall consist of five consecutive days, Monday through Friday, of eight consecutive hours per day, exclusive of the daily lunch period, and forty hours per week. Non-consecutive hour shifts may be arranged by mutual agreement of employer and employee.
- C. During the hours of employment, employees shall perform those duties contained in their job descriptions, as well as those assigned to them by the Superintendent through their supervisor. When an employee is required to work out of classification for more than five days in a fifteen day work period, his/her compensation will be adjusted five percent. Except by agreement between the District and CSEA, employees shall not be assigned the duties of a different job classification for more than sixty work days in any twelve-month period.
- D. The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement.
- E. Beginning with the 2003 – 2004 school year, and thereafter, the work year shall be: Executive School Secretary's work year begins on the Monday of the week which is 2 full weeks preceding the week in which student school year begins and ends on the Friday of the 1st full week following the week in which the student school year ends.
The School Secretary's work year at each school shall start and end one week later than the Executive School Secretary's.

F. Employees shall be notified of any changes in the length of their work year by June 1st of the previous school year. Any other changes shall be made only after mutual agreement of employer and employee or six months' notice.

G. Lunch and Rest Breaks: There will be a duty-free lunch break of a minimum of 30 minutes duration for employees who work five hours or more to be scheduled in mutual agreement with their supervisor. In addition, there will be the equivalent of a fifteen-minute rest break for each four-hour work period.

H. CSEA representatives will be included on the District committee to establish the annual calendar.

ARTICLE VI

PROFESSIONAL DEVELOPMENT

Employees are encouraged to keep current with new developments, techniques, methods, materials, and equipment related to their position requirements. By mutual agreement between the District and an employee, the cost of such training will be provided at District expense. An employee may apply to the Administrative Team for approval to attend training. The Administrative Team may request that an employee attend training that is related to their position.

ARTICLE VII

HEALTH AND WELFARE

D. Eligibility

Health coverage shall be provided for full-time employees. Every eligible employee may enroll in one of the PERS Health plan options. Part-time employees working four or more hours per day and/or at least twenty hours per week shall be eligible for a percentage of the District paid benefits based on the number of hours worked as follows:

- Up to 5 hours – 66% of District contribution
- Up to 6 hours – 75% of District contribution
- Up to 7 hours – 87% of District contribution
- Up to 8 hours – 100% entire District contribution

The District contribution rates listed above are calculated on a 5-day work week

The dental benefits provided to every eligible employee shall be the equivalent of the employee-only Delta Dental benefit cost. Any amount utilized for Delta Dental coverage will be deducted from the District's health benefit contribution outlined above.

Employees working four or more hours per day and at least twenty hours per week who were hired before July 1, 1997, shall continue to be eligible for the full District contribution.

D. Ten-Month Employees

The District shall provide benefits for ten-month employees during the summer months to the same extent as described in “A” above.

C. Health Benefits

The District provides medical benefits through CalPERS and dental benefits. Every eligible Unit Member shall enroll in one of the CalPERS health plan options or provide proof of other health insurance coverage. District payments shall apply only to dental and medical coverage, and there shall be no cash payment for unused benefits.

The following table summarizes monthly District contributions for full-time Unit Members for medical and dental coverage.

Medical Benefits Category	Medical Waived	*Employee Only Medical/Dental	Employee +1 Dependent Medical/Dental	Employee +2 Dependents Medical/Dental
Amount Paid By District	Up to \$201.79 per Month for dental coverage only	100% per month for dental and medical coverage	Up to \$1508.33 per month for dental and medical coverage	Up to \$1,855.00 per month for dental and medical coverage

*Reed Union School District will cover the Kaiser Medical “employee only” prorated cost and full dental coverage for Unit Members selecting the Kaiser Medical Single plan option. If a member selects a Single plan option from a provider that costs more than the Kaiser Medical Single Plan, then the member will contribute the difference between the Kaiser Single Plan rate and the cost of the plan selected.

Unit Members may move from one category of coverage to another during the year only for a reason approved by CalPERS. Otherwise, changes may be made only during the period of open enrollment.

1. Salary Protection Insurance may be available at the employee’s expense. Cost varies with amount of coverage.

2. Medical Reimbursement Program: In accordance with Internal Revenue Code Section 125 requirements, a medical reimbursement program is available. (Employees may establish accounts, and tax-free deductions can be taken from monthly salaries to pay for eligible expenses not covered by medical or dental plans). There will be no refund to employees of any amounts remaining in the medical reimbursement account at the end of the year.

3. Dependent Care Reimbursement Program: In accordance with Internal Revenue Code Section 125 requirements, a dependent care reimbursement program is available. (Employees may establish accounts, and tax-free deductions can be taken from monthly salaries to pay for eligible dependent care expenses). There will be no refund to employees of any amounts remaining at the end of the plan year.

D. Retirees

The District will offer a benefit program for unit members after retirement with the following parameters:

1. **Health Benefits:** All unit members retired under the provisions of Public Employees' Retirement System are eligible for participation in the CalPERS Health Benefits Program.

2. **Administrative Fee**

- a. The District agrees to contribute for each unit member who was employed prior to January 1, 2009, the minimum employer contribution for retiree benefits established by Government Code Section 22892 of the California Public Employees' Medical and Hospital Care Act.
- b. For unit members who were initially employed on or after January 1, 2009, the District will contribute the following percentage of the minimum employer contribution for the administrative fee for retiree benefits established by Government Code Section 22892 of the California Public Employees' Medical and Hospital Care Act, based on the employee's years of service:

<u>Years of Service</u>	<u>Employer Contribution</u>
Up to 10	0%
10 to 19	50%
20 or more	100%

3. If the District and CSEA agree to terminate participation in the CalPERS medical insurance plan, the District shall have no further obligation for payment of the basic contribution.
4. Employees who are at least 50 years of age, have worked in the District for at least ten years and were enrolled in a CalPERS medical plan at the time of retirement, are eligible, upon retirement, for health and dental benefit coverage as outlined in VIIC-1-2, for the retiree only, for a period of five years.
5. The District shall reimburse eligible retirees who retired prior to June 1, 2005, \$260 per month. The District shall reimburse eligible retirees who retire after June 1, 2005, who are at least 55 years of age \$355 per month. Proof of insurance is required by the District for reimbursement.

ARTICLE VIII

LEAVES

(See Appendix D-for Leave Summary Table.)

Short-Term Leaves

A. Notification of Absence

1. Except in case of emergency, all employees shall give notice of their impending absence to their principal or immediate supervisor during the working day preceding the absence. In case of emergency, the employee shall give notice before his/her shift if possible.
2. All employees shall indicate their intention to return to duty the following day by contacting their principal or immediate supervisor at least thirty minutes prior to the end of that particular work day.
3. If an employee fails to give notice within the time limit specified of his/her intention to return after illness or accident and the substitute appears for the day's work as a result of failure to receive such notice, the substitute shall work and sick leave of the employee shall be reduced by one day. If the employee has no sick leave remaining, then the employee shall not be paid for this day.
4. No payment for sick leave shall be made until the employee submits the form specified by the District, signed by the employee and principal or immediate supervisor.

B. Sick Leave

Employees who are unable to work because of illness, injury or routine medical appointments receive assistance in the form of sick leave. Employees must follow certain procedures in their use of sick leave.

1. Each employee earns sick leave for personal illness on the basis of the number of days in paid service during the fiscal year divided by 21.67. This means approximately 1 day of sick leave is earned for each month worked for full-time employees and a proportionate amount for part-time employees. The number of days in paid service is the sum of the number of days worked, the number of paid holidays, and the number of vacation days.

Sick leave days are credited at the beginning of each work year and earned over the course of the work year. Sick leave days that have been credited but not yet earned may be used by the employees subject to Paragraph 6 below this article.

2. New employees of the District are credited six days sick leave or the proportionate amount for part-time employees, at the start of their employment with the District. After completing six months service, the new employee will receive the remaining sick leave credit for that first year. All other employees receive credit for their full year's allotment of sick leave at the start of their work year. If an employee does not use the full amount of sick leave granted for a given year, the amount not used shall be accumulated from year to year without limit.

Note: Employees may convert accumulated unused sick leave to retirement credit in accordance with Government Code Sections 20963 and 20963.5, or their successors, if the

employee is filing a request for retirement.

3. In the event an employee is unable to return to work after his/her accumulated sick leave credit as described in Sections 1 and 2 above is exhausted, the employee shall then use any compensating time, vacation and/or other paid leave to which the employee is entitled.
4. An employee may not use more paid sick leave than he/she has been credited with for the current and prior years. If an employee is absent from work after using all such paid sick leave, his/her pay shall be docked accordingly. If an employee leaves employment with the District during a work year and has used more sick leave than earned up to the last day of employment, the amount of unearned used sick leave shall be deducted from the employee's final pay check.
5. Employees shall follow the procedures listed below:
 - a. Sick leave may be claimed or granted for absences due to routine medical or dental appointments, eye examinations, or similar professional service. Employees shall claim sick leave on an hourly basis according to the length of absence.
 - b. A physician's written verification stating the reason for absence due to illness or accident may be required by the District prior to payment if an employee has been absent for more than three consecutive days.
 - c. When an employee is absent for more than five consecutive days due to illness, the District may require a written approval from the employee's physician prior to returning to work.

C. Sick Leave Bonus

An employee who does not use any sick leave in a school year, either awarded that year or accumulated from previous years and for any purpose (including personal days), shall accrue an additional sick leave day at the end of that year.

D. Discretionary Leave

In any given year, up to four paid sick leave days may be used as Discretionary days as follows:

1. With prior notice and, if the position so requires, conditional upon the availability of a substitute, an employee may take up to two days consecutively or in conjunction with a holiday, vacation or school break. If more employees request Discretionary days than there are substitutes available, requests shall be filled on a first-come/first-served basis.
2. Employees may use any remaining personal days at their discretion, but these days may not be taken consecutively or in conjunction with a holiday, vacation, or school break, and may not be combined with any Discretionary days taken pursuant to paragraph (D1) above.
3. On the Absence Report form, the employee shall be able to write "Discretionary" as the

reason for absence. All other provisions of Sections A and B above shall remain in force. These “personal” days shall not be cumulative from year to year, but any unused personal days shall accumulate as part of an employee’s sick leave account. Employees may claim Discretionary leave on an hourly basis according to the length of absence, except for when it is taken in conjunction with a holiday, vacation or school break (as described in D1 above).

4. Notification of Discretionary leave shall be given to employee’s supervisor at the earliest possible time to facilitate school planning.

E. Personal Necessity Leave

An employee may use, at his/her election, during any school year, not more than seven days of accumulated sick leave in the case of personal necessity. The employee shall not be required to secure advance permission for leave taken for the following reasons:

1. Death or illness of a person for whom the employee wishes to attend the funeral services.
2. Accident or negative personal circumstance involving his/her person or property or the person or property of a member of his/her immediate family.
3. “Personal necessity” is defined as matters that are of compelling personal importance and the scheduling of which is beyond the control of the employee. Other cases of personal necessity shall include religious observances and funeral attendance. The Superintendent has discretion and may require proof of any personal necessity.
4. Employees may claim Personal Necessity leave on an hourly basis according to the length of absence, except for when it is taken in conjunction with a holiday, vacation or school break (as described in D1 above)

F. Bereavement Leave

An employee of the School District is entitled to a bereavement leave of absence, with full pay, not to exceed three days, or five days if more than 500 miles travel is required, on account of the death of any family member of his/her immediate family. “Immediate family members” shall be defined as mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee or of the spouse or domestic partner of the employee, or any relative living in the immediate household of the employee.

G. Jury Duty/Subpoenaed Witness Leave

1. **Jury Duty:** A leave with pay shall be granted to employees called for jury duty in the matter provided for by law. An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner’s Office specifying the dates and times served by the employee. This shall be attached to the Absence

Report. Payment shall be made to the District in the amount of statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

2. **Witness:** An employee may be granted a leave with pay when subpoenaed to appear as a witness, other than as a litigant, in a court of law or another governmental tribunal for reasons not brought about through the connivance or misconduct of the employee.
3. An employee requesting such leave shall submit a copy of the subpoena. At the conclusion of his/her appearance, the employee granted leave shall submit a verified statement, specifying the dates and times the employee appeared. This shall be attached to the Absence Report. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

Long-Term Leaves

H. Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

1. Employees shall be allowed up to sixty working days leave in any year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of the State, exceed the normal wage for the day.
5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
6. When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7. 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 so much of the person's accumulated or available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
8. During all paid leave of absence, under this section, whether industrial accident leave, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the employee shall endorse to the District the wage loss benefit check received under workers' compensation laws of this State. The District, in

turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

9. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
10. 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 Board of Trustees authorizes travel outside the State.
11. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
12. Prior to return to work, a physician's written release shall be required for any employee absent for five days or more due to an industrial accident.

I. Family Medical Leave

An eligible employee shall be entitled to up to twelve work weeks of unpaid leave within a twelve-month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.

1. An employee is eligible if he/she has been employed by the District for at least twelve months and has provided service at least 1,250 hours over the previous twelve months (normally this means a full-time work year; e.g., 186 days X 7 hours = 1,302 hours).
2. Family medical leaves shall be available for the following purposes:
 - a. Birth of the employee's child (see also "Maternity Leave," "Paternity Leave," and "Child Care Leave" below);
 - b. Placement of a child with the employee for adoption or foster care (See also "Child Care Leave" below);
 - c. Care for the employee's child, spouse, or parent with a serious health condition;
 - d. The employee's own serious health condition that keeps the employee from performing his/her job function (see also catastrophic illness provisions in Section B, 4-5, above).

3. A serious health condition is an illness, injury, impairment, or physical or mental condition involving in-patient care, continuing treatment, or supervision of a health care provider.
4. An employee may substitute accrued vacation or other paid leave in place of his/her family medical leave entitlement.
5. Family medical leave will run concurrently with other paid and unpaid leave, except maternity leave, if the reasons for the leave meet the requirements of family medical leave.
6. An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, including any necessary co-payments, which applied prior to the first day of the employee's leave. The District and employee are required to make premium payments to the same extent made by them prior to the leave to maintain his/her health benefits during the leave period. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage. An employee may at his/her expense participate in all other employee benefit plans offered by the District during the leave.
7. Where advance notice is possible, an employee must provide 30 days' advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
8. An employee may be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the employee may be required to provide recertification of his/her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.
9. An employee may be required to provide periodic reports of his/her status and of his/her intent to return to work while on leave. Such reports may be required as often as every 30 days, unless otherwise specified by the employee's immediate supervisor.
10. An employee on family medical leave for his/her own serious health condition is required to provide a fitness-for-duty certificate from his/her physician before he/she will be reinstated to employment.
11. An employee may be eligible for intermittent leave or reduced work schedule in the following circumstances:
 - a. Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule with District approval.

- b. Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for an employee's child, spouse, or parent with a serious health condition or because the employee is seriously ill and unable to work the employee's regular work schedule.
- c. The intermittent leave or reduced work schedule must be taken within the 12-work-week period allowed under family medical leave. Employee will be paid at his/her daily or hourly rate of pay, whichever is applicable, for time actually worked.
- d. An employee's reduced work schedule or intermittent leave may require the District to transfer the employee to an appropriate available position with equal pay and benefits to better accommodate the leave. However, employee will only be paid for time actually worked.

J. Extended Illness Leave

1. When an employee is absent from his/her duties on account of illness or accident for a period of five months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during his/her absence. Such five-month leave shall include any and all paid sick leave, paid compensatory time, paid vacation and industrial accident and illness leave, and all such accumulated leave must be used prior to the granting of differential pay.
2. In the event of a life-threatening illness, such as cancer or heart disease, after the employee exhausts all paid leave, the employee shall receive the higher of the substitute differential or 50% of his/her salary, whichever is greater, for the remainder of the five months.
3. In the event a permanent employee is unable to return to work after all sick leave credit, paid leave and extended illness pay are exhausted, the employee may request, in accordance with Ed. Code Sec. 45195, to be granted leave, paid or unpaid, not to exceed six months. The leave may be renewed for two additional six-month periods or less, but not to exceed a total of 18 months. At the time of the request, the Superintendent shall review the case and make recommendations to the Board of Trustees for their action. Upon exhaustion of all leave, paid or unpaid, if the employee is still unable to resume his/her duties, he/she shall be placed on a reemployment list for 39 months.

K. Maternity Disability Leave

This leave commences with the onset of disability due to pregnancy unless the employee is on a Board-approved, uncompensated leave. The employee may claim sick leave pay and/or other paid leave to which the employee is entitled for no more than that limited period of time when the employee's physician certifies in writing on the form provided by the District that she was actually physically unable to perform her duties because of pregnancy, miscarriage, childbirth, or recovery there from.

This leave is not intended to provide for periods of rest prior to or following childbirth or for childcare. At least four months prior to the expected birth of the child, the employee shall

submit to the District a physician's statement noting the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's physician on a form provided by the District.

At the conclusion of maternity leave, family medical leave may be elected.

L. Parental Leave

1. A unit member may take leaves of absence up to a total of twelve (12) weeks for parental leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member as follows:
 - a. When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act ("CFRA," Government Code 12945.2), the unit member shall receive the higher of the substitute differential or 50% of his/her salary, whichever is greater, for the remainder of the twelve (12) workweek period.
2. A unit member is not required to have 1,250 hours of service with the District during the previous 12 month period in order to take parental leave under this section. However, parental leave under this section shall run concurrently with CFRA leave and a unit member will receive up to twelve (12) weeks for parental leave during any 12-month period.
3. Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust their sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the Family Care Leave provisions above, so long as the unit member qualifies for such leave.
4. The foregoing provisions are intended to comply with and shall not be deemed to exceed the benefits set forth in Education Code section 45196.1 (AB375).

M. Childcare Leave

1. Employees who wish to absent themselves from duty for reasons other than actual physical disability prior to and following childbirth may apply for uncompensated childcare leave. This leave is also available to the employee who adopts an infant child if such employee has the primary responsibility of childcare. This leave may be requested for any length of time up to twenty-four calendar months.
2. Requests for child care leave shall be submitted in writing, addressed to the Board of Trustees, and delivered to the District Office at least four calendar months prior to the desired commencement date of the leave, or, in the case of adoption, written notice must be given as soon as possible.
3. The employee's request for leave shall specify the inclusive dates the employee desires to have leave.
4. The Board of Trustees reserves the right to adjust the inclusive dates of the requested

leave to coincide with natural breaks in the school calendar or to meet other needs deemed important by the Board.

5. On or before February 15 of the year in which the employee's child care leave expires, the employee must indicate, by writing a letter addressed to the Board of Trustees, the intention to return to the District for the following school year. The District at any time during the leave may require a statement of the employee's intention to return to duty at the expiration of the leave. Failure to return to duty will constitute a resignation.
6. A child care leave shall be a leave, without pay, District-paid health and welfare benefits, sick leave, or any other compensation benefit, except as provided under the family medical leave provisions above (Section I). Persons on childcare leave receive no salary step advancement credit while on leave.

N. Uncompensated Leave

1. At the discretion of the Board of Trustees a permanent employee with not less than three years of service in the District may be granted a leave of absence for a period not in excess of two years. There shall be no compensation for such leave and no salary increment shall accrue during it.
2. The employee shall submit a written request to the Board of Trustees delivered to the District Office no later than February 15 prior to the year in which the leave is requested. The request shall state the reasons for and the duration of the leave desired.
3. An employee granted such a leave of absence shall notify the District Office prior to February 15 of the year during which the leave is being taken that the employee will return for duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.
4. Employees on unpaid leave or employees with 39-month reemployment rights shall, upon their return, retain seniority rights, longevity, and step position on the salary schedule, which they held at the beginning of the leave.
5. During the approved uncompensated leave, the employee may, at his/her own expense, continue to receive all health and insurance benefits provided by the classified service.

O. General Provision

Provisions of sick leave, catastrophic leave, maternity disability, personal necessity, industrial accident/illness, bereavement and jury duty/subpoenaed witness leaves shall not be construed to apply to any employee during a period when the employee would not normally be performing services for the District.

ARTICLE IX

VACATION LEAVE

A. Eligibility for Vacation Leave

In order to be eligible for vacation leave, an employee must have served for at least six full months. The vacation leave time then will be computed retroactively to the date of employment.

B. Time for Using Vacation Leave

All vacation requests shall be subject to approval by the site administrator and/or the department head. When a substitute is required, employees may take a maximum of five days vacation when school is in session. Ten and eleven-month employees will receive pay in lieu of actual days off. Twelve-month employees will receive paid vacation leave.

C. Earned Vacation Leave

Regular employees will accrue .04 of a day vacation leave with pay for each day in paid service during the fiscal year. Vacation leave for part-time regular employees shall be calculated proportionately. After five years of employment, such vacation leave will accrue with pay at the rate of .0612 of a day leave with pay for each day in paid service. After ten years of employment, vacation will accrue at the rate of .0833 of a day for each day in paid service. (See Article X, Longevity, for computation of years of service.)

D. Computation of Vacation Leave

An employee must begin work on or before the fifteenth of the month in order to earn a day of vacation leave for that month. In order to count his/her last month of service upon terminating employment, he/she must have worked beyond the fifteenth of the month. Earned vacation time shall be computed at the end of each month and should be used during the year earned or within the following twelve-month period. No vacation leave may be taken during the first six months of employment.

ARTICLE X

LONGEVITY

Longevity Increments: For all employees entering employment with the District on or before January 31, years of service shall be computed from July 1 of that fiscal year. If the employee is hired between February 1 and June 30, years of service shall be computed from July 1 of the following fiscal year. Years of service for employees hired before July 1, 1997 shall not be recomputed. After completion of the years of service indicated below, employees shall receive the corresponding longevity increments:

5 years:	5% of current salary placement
10 years:	10% of current salary placement
15 years:	15% of current salary placement

ARTICLE XI

HOLIDAYS

All regular employees shall be granted as paid holidays all legal and local holidays including those holidays established pursuant to Education Code 45203 and as shown on the current year's classified calendar, providing that such holidays occur during the course of their regular work year and the employee is in paid status. Equivalent days shall be provided for those holidays where a State waiver is obtained. The following days shall be paid holidays, pursuant to 45203:

Holidays:

New Year's Day
Martin Luther King Day
Lincoln's Day
Washington's Day
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day After Thanksgiving
December 24th
December 25th
New Year's Eve Day

Board Declared Holidays:

The Board of Trustees may, from time to time, declare other days as local holidays.

ARTICLE XII

EMPLOYEE TRANSFER

- A. A "transfer" is a move from one District school to another District school or the District Office.
- A "promotion" is a move from one job classification to another job classification at a higher pay range.**
- B. Personnel are employed for the District rather than for a particular location or school and shall be subject to and eligible for transfer within the District.
- C. Superintendent Initiated Transfer: The Superintendent shall, subject to the approval of the Board of Trustees, assign all employees of the District to positions in which they are to serve. Such power to assign includes the power to transfer from one school location to another location within the District within the same job classification when the Superintendent concludes that such a transfer is in the best interest of the District. The Superintendent shall provide at least two weeks notice of the transfer to the employee and CSEA. The Superintendent shall provide the rationale for the transfer. Upon request, the Superintendent shall consult with the employee and his/her representative, if requested, regarding the transfer. The Superintendent shall make the final determination as to implementation of the transfer.
- D. The Superintendent will attempt to complete all personnel assignments for the following fall by the time school is out in June to notify the employees of any transfers necessary or granted. This provision shall in no way limit the Superintendent's power to change an assignment or make a transfer at any time, as the needs of the District may dictate, subject to C, above.
- E. **Lateral Transfers & Promotions:**
1. When a new position is created or an existing position becomes vacant, the District shall post the vacancy for five business days at all work locations prior to filling the position. An employee may apply for transfer or promotion to that position by filing a written notice with the Superintendent/Business Manager of the District.

2. Employees applying for a vacant bargaining unit position shall be interviewed prior to non-employee applicants; however, all applicants may be interviewed on the same day, and, with the agreement of CSEA, non-employee applicants may be interviewed prior to employees.
3. Promotion from one job classification to another shall be made within the ranks of District employees, provided training, ability, physical qualification, performance in previous or current position, demonstrate promotion is merited. Seniority ranks second to ability, workmanship, and performance in previous or current positions when an employee is considered for promotion.
4. Employees who are promoted to a new position shall serve a three (3) month probationary period in the new position. If at any time during or at the end of the period, the supervisor determines that the employee's performance does not meet standards, the District shall return the employee to his/her former position if it still exists, or to another position in the same classification, without any loss of status.
5. If an employee's transfer or promotion application is denied, the Superintendent and/or designee shall, upon the employee's request, provide the reason for the denial and, upon request, meet with the employee and his/her representative.

ARTICLE XIII

PROCEDURES FOR EVALUATION

- A. Employees covered by the Agreement will be evaluated by their designated immediate supervisor. Such designation shall be made known to the employees prior to the start of their work year and shall remain in effect unless otherwise notified.
- B. Probationary employees shall be formally evaluated during their one year probationary period.
- C. Permanent employees shall be formally evaluated at least every two years by April 1st of the year of the evaluation.
- D. Both scheduled and unscheduled observations may be a part of the evaluation process.
- E. Nothing is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by the employer.
- F. The written evaluation (Appendix C) and the corresponding job description then in effect and used as a part of the evaluation shall be in three copies and each copy shall be signed by both parties concerned. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation but that he/she has been presented with a copy, had adequate time to review the written evaluation, and that a conference was held. Distribution of these three signed copies is as follows:

1. One to person evaluated
 2. One in administrator's file
 3. One in the employee's file in the District Office
- G.** The written evaluation shall not contain negative comments based on unobserved allegations, unless supported by evidence upon which reasonable persons would rely and deemed sufficiently serious to warrant inclusion on the Classified Personnel Evaluation Form.
- H.** The employee may make such written comments as appropriate to attach to the evaluation.
- I.** A copy of all evaluation statements, positive or negative, must be given to and discussed with the employee before filing in his/her personnel file.

ARTICLE XIV

DISCIPLINE PROCEDURES

A. Disciplinary Action

The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section B:

1. **Dismissal** - is removal from employment in the District
2. **Suspension** - is temporary removal from employment in the District for a specified period of time.
3. **Involuntary Reassignment** - is a change of assignment whereby an employee is placed in the same position with different hours and/or at a different site.
4. **Involuntary Demotion** - is placement in a lower classification

B. Cause

A permanent employee may have disciplinary action taken against him or her for any of the following causes:

1. Neglect of duty
2. Inefficiency
3. Incompetence
4. Violation of rules and regulations
5. Insubordination
6. Dishonesty
7. Consumption of alcoholic beverages that directly or indirectly have an adverse effect on the District
8. Use of tobacco products in violation of District Policy No. 3523
9. Immoral conduct
10. Illegal use of narcotics
11. Conviction of a sex offense as defined in Education Code section 12912, conviction of narcotics offense as defined in section 12912.5, or conviction as a sexual psychopath as defined in Article

I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code.

12. Repeated, unexcused tardiness
13. Repeated, unexcused failure to report to work as assigned
14. Excessive absence that is detrimental to the District
15. Inability to work harmoniously with others to such a degree that District functioning is disrupted
16. Failure to maintain such conditions and standards required by the District policies and job descriptions
17. Damage to public property
18. Disorderly conduct
19. Evident unfitness for service
20. Failure to maintain licenses or certificates required by law for the job

C. Dismissal Procedures for Permanent Employees

1. **Written Notice** - a permanent employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:
 - a. **Statement of Charges** - A statement of the specific charges against the employee shall be written in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations that have been violated. No charge, however, shall be made which occurred prior to the employee's becoming permanent or more than two years prior to the filing of this statement of charges.
 - b. **Right to a Hearing** - The employee may request a hearing in writing within five calendar days after service of the statement of charges. A card shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within the five calendar days shall be deemed to be a waiver of the right to the hearing.
 - c. **Access to Material** - The employee may, upon request, have copies of the material upon which the charges are based.
2. **Hearing**
 - a. The hearing shall be held within a reasonable period of time but not less than five calendar days after the filing of a request for a hearing.
 - b. If the employee **does not** request a hearing by the set date, disciplinary action may be taken without a hearing.
 - c. The employee may be represented at the hearing by a representative of his/her choice.
 - d. The hearing shall be conducted before the Board of Trustees or before its designee.
 - 1) **Hearing before Board of Trustees:**
 - a. The employee shall have the right to personally appear and testify, to call favorable witnesses, and to cross-examine witnesses.

2) Hearing Before Designees

- a. A dismissal hearing may be delegated to a hearing officer.
- b. A suspension, involuntary reassignment, or demotion hearing may be delegated to the Superintendent or his/her designee.
- c. The designee shall submit a written recommended decision to the Board of Trustees which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
- d. Prior to making a final decision, the Board of Trustees shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action. The Board of Trustees shall not be required to conduct an evidentiary hearing.

Any modified decision shall include findings of fact and determination of issues by the Board of Trustees.

- 3) Results of the Hearing** - A written decision shall be sent to the employee within ten working days of the Board's decision, including the findings of fact and determination of issues.

D. Dismissal Procedures for Probationary Employees

Probationary employees may be dismissed at the discretion of the site administrator during their one-year probationary period. They shall be informed in writing of the dismissal.

ARTICLE XV

PROCEDURES FOR GRIEVANCES

- A. Definition:** The purpose of a grievance is to secure at the lowest possible administrative or policy level proper and accountable solutions to grievances and to guarantee an orderly succession of procedures within which solutions may be granted.
- B. Informal Level:** Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. Failure to file a formal grievance within the specified time limit (twenty days) invalidates the grievance.
- C. Formal Level:**
- 1. Level I**
 - a. Within twenty days after the discovery of an occurrence of an act or omission giving rise to the grievance, the grievant must present his/her grievance in writing.
 - b. This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved, the decision rendered at the informal

conference, and the specific remedy sought.

- c. The immediate supervisor shall communicate his/her decision in writing within twenty days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall permit the grievant to appeal to the next level without waiting for the decision.

2. Level II

- a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision within ten days after receiving a decision from Level I.
- b. The statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for appeal.
- c. The Superintendent or designee shall communicate the decision, in writing, to the grievant within twenty days after receiving the appeal. Failure by grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure of the Superintendent to communicate his/her decision within the specified time limit shall permit the grievant to appeal to the next level without waiting for the decision.

3. Level III

In the event the grievant is not satisfied with the decision at Level II, he/she may, within ten days after receipt of the decision from the Superintendent or designee request in writing that the Association submits the grievance to a three-person panel. The Association, by written notice to the Superintendent within fifteen days after the receipt of the request from the grievant, may submit the grievance to the three-person panel. If not submitted by the Association, the decision at Level II shall become final.

- a. The panel shall be composed of one member selected by the Association, one member from the District, and the third member jointly selected by the other two. Representatives shall be selected within ten days. The panel shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the panel shall prepare a report listing the issues, the pertinent facts found at the hearing and a recommendation for resolution. The report shall be sent to the Board of Trustees, with copies to the grievant, the Association, and the Superintendent.
- b. All cost of the services of the third panel member and any cost of the hearing shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

4. Level IV

- a. If, after reviewing the fact-finding panel's report, the matter is not resolved to the satisfaction of both parties, the matter shall be referred to the Board of Trustees within ten days after receiving the report.
- b. Upon receipt of the appeal, together with the documents presented at the lower levels of

the grievance, the Board of Trustees shall consider the grievance. The decision of the Board shall be based solely on the written documents. The decision shall be rendered no later than the next regular Board of Trustees meeting that is scheduled at least twenty days subsequent to the Board of Trustees' receipt of the report.

- c. The decision of the Board of Trustees shall be binding, except that no rights of the grievant to further legal action shall be abrogated.

D. Miscellaneous

1. No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or by the Board against participants in the grievance procedure by reason of such participation.
2. Any employee may be represented in all states of the grievance procedure by him/self, or at his/her option, by a representative of his/her choice.
3. All documents, communications, and records dealing with the procedure of a grievance will be filed in a separate file and will not be kept in the personnel file of any participants.
4. The grievant and any necessary witness shall be granted release time with pay to attend any hearing required by these grievance procedures.
5. The limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.
6. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II.
7. Forms for filing grievances, serving of notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and submitted to the Association for review and comments.

ARTICLE XVI

GENERAL PROVISIONS

Enforcement: It is the intent of the parties that during the term of this Agreement that the members of the Bargaining Unit shall faithfully and diligently perform all of the duties normally associated with their positions.

In the event that members of the Unit take any steps in violation of the provisions of this section, the Association shall make reasonable efforts to prevent such activities and to induce the employees to comply with the terms of this agreement. If the Association disclaims, in writing to the Board, responsibility for any act prohibited hereby, it shall not be in violation of this Article.

Saving Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which

shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of 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 that shall continue in full force and effect.

Letters of Employment: The District will provide Letters of Employment to members of the Bargaining Unit by August 1st of each school year.

Letters of Reasonable Assurance: The District will provide Letters of Reasonable Assurance to members of the Bargaining Unit who work less than twelve months.

ARTICLE XVII

LAYOFF PROCEDURES

- A.** A layoff for the purpose of the Article shall be considered as an involuntary separation of a permanent employee from active service due to lack of funds and/or lack of work. Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs:
1. The employee who has been employed the shortest time in the classification plus higher classifications shall be laid off first.
 2. Seniority for employees hired prior to July 1, 1999 shall be determined by hours in paid status, hours in each classification in which they have served and shall be frozen as of 7/1/03. Those whose hours have been frozen shall then be placed on the seniority list by highest number of hours served in each classification.
 3. Seniority for employees hired or transferred to a new classification after July 1, 2003, and thereafter shall be based on first date of paid service in a probationary position in the classification.
 4. If two or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire-date seniority with the employee hired first being retained and if that is equal, then the determination shall be made by lot.
- B.** When a layoff of employees is anticipated by the administration, the District shall notify CSEA's President or designee by District mail of the proposed action. Prior to Board action the District will provide CSEA with an updated seniority list of all affected classifications. Upon written request, the District shall meet with CSEA to discuss the layoff and negotiate on the impact of such layoff except as provided for herein. It shall be the responsibility of CSEA to designate the proposed specific impact issues within the scope of bargaining.
- C.** Employees may challenge their place on the seniority list by making objections to the Superintendent or designee who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s). Such challenge shall take place within ten work days from the date the seniority list is sent to the employee(s). For purposes of this Article, a workday is a day when the District Office is open for business.

- D. After a Board action has been taken on a layoff, a written notice of layoff shall be sent to affected employees, to their last address given to the District, no less than forty-five calendar days prior to the effective date of layoff. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter or designee. Such notice shall indicate the layoff date and inform the employee of his/her displacement rights, if any, and re-employment rights.

E. Displacement ("Bumping") Rights

A permanent employee who is laid off may displace the most junior employee in the same classification with the same or closest hours. If there is no junior employee in the same classification and if the laid off employee has previous service in an equal (same salary range) or lower classification, s/he shall have the right to displace (bump) the most junior employee with the same or closest number of hours in that classification. In the event that laid off employees have the same seniority dates, the employee to be laid off shall be determined by lot. In order to exercise his/her bumping rights, the employee must notify the District in writing within three calendar days of receipt of the layoff notice.

- F. A permanent employee who has been laid off for lack of work or lack of funds and who has no bumping rights, may accept a voluntary demotion to a vacant position in a lower classification or transfer to a vacancy in an equal classification, pursuant to provisions of Article XII of this agreement, and provided that the employee is qualified to perform the duties thereof. Such employee shall maintain his/her reemployment rights as defined in this Article.

G. Substitute and Short-Term Employment

Employees who are laid off shall be offered short-term or substitute positions whether vacant or filled in the same classification or in another classification for which he/she is qualified. The employee's status, pay, and benefits shall be those of a substitute or short-term employee.

After the laid off employee refuses three such offers, the District shall have no further obligation to extend offers of short term and substitute employment.

H. Reemployment Rights

Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.

Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time up to former hours, as vacancies become available, and for a period of sixty-three months from the effective date of layoff.

An employee who is laid off, and is subsequently eligible for reemployment opportunity, shall be notified by telephone (if possible), or in writing by the District. Any such notice shall be sent to the last address given to the District by the employee. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter. After the employee declines three such offers the District shall have no further obligation to contact the employee with reemployment offers.

An employee on a reemployment list shall have eight calendar days to respond to an offer of reemployment from the date of the offer. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not effect his/her original thirty-nine month rights to reemployment in his/her former classification and with the same number of hours.

An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within eight calendar days from the date of the offer. If the employee accepts reemployment he/she must report to work within ten work days following receipt of the reemployment offer. After the employee refuses three offers the District shall have no further obligation to notify the employee of reemployment opportunities.

Unit member seniority and step earned as of the date of layoff shall be reinstated to the employee who is subsequently reemployed by the District within the reemployment period.

Sick leave hours earned and unused at the time at the time of layoff shall be computed and paid off with the final warrant due the employee.

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

After the layoff the employee shall be eligible to continue to continue coverage under COBRA, at his/her own expense for a period of eighteen months.

ARTICLE XVIII

POSITION DESCRIPTIONS

The District shall provide a position description for each position in the bargaining unit. The District-approved position description shall be on file at the District Office and at each site. Employees shall be provided copies of their position description upon employment or on request.

ARTICLE XIX

RETIREMENTS

Employees who are at least fifty years of age and have worked in the District for at least ten years are eligible, upon retirement, to be compensated for up to fifty days of accrued sick leave. Sick leave days shall be computed by taking the number of hours of accrued sick leave divided by the number of hours per day that the employee works. Sick leave days shall be compensated at the rate of fifty percent of the hourly rate last earned by the employee. Health and welfare benefits shall be available as set forth in Article VII-D.

ARTICLE XX

RESIGNATIONS

An employee who plans to resign or retire from employment in the District shall notify the Superintendent or Business Manager in writing at least two weeks prior to the last day of

employment. Employees who leave their positions without such written notice may be denied reemployment.

ARTICLE XXI

TERMS OF AGREEMENT

The term of the contract will remain in force through June 30, 2019 22. The contract shall be closed for 2019-2020 and 2020-2021. CSEA and the District will negotiate contract renewal for the period of July 1, 2022 – June 30, 2025.

The District and CSEA agree to present their initial proposals on reopener subjects during the term of this agreement to each other, and for public review, no later than the January Board meeting.

APPENDIX

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Reed Union School District
Classified Bargaining Unit Salary Schedule
2019-20

Job Classification		A	B	C	D	E
Resource Specialist Aide	Hourly	17.77	18.55	19.37	20.22	21.11
	Monthly	3,080.35	3,215.44	3,358.14	3,504.64	3,658.75
Instructional Aide / Yard Duty	Hourly	19.15	20.00	20.88	21.79	22.78
	Monthly	3,320.09	3,466.59	3,618.80	3,776.72	3,947.95
PE Assistant / Learning Center Aide / Instructional Support Aide - Technology / STEAM Lab Aide	Hourly	21.43	22.32	23.26	24.20	25.22
	Monthly	3,713.93	3,868.04	4,031.67	4,195.29	4,372.24
English Learner Aide / Special Education Clerk / Media Specialist / School Custodian / Information Services Department Secretary / School Secretary	Hourly	22.94	23.95	25.00	26.10	27.26
	Monthly	3,976.49	4,151.53	4,334.19	4,524.45	4,724.23
Maintenance / Grounds / Custodial Assistant	Hourly	24.77	25.85	26.97	28.16	29.37
	Monthly	4,294.23	4,480.69	4,674.76	4,880.24	5,091.43
Special Education Paraprofessional - Behavioral Aide / Physical Disability Aide	Hourly	25.14	26.15	27.20	28.28	29.41
	Monthly	4,357.02	4,532.06	4,714.71	4,901.17	5,097.14
Information Services Assistant / Executive School Secretary	Hourly	27.05	27.95	28.87	29.81	30.80
	Monthly	4,688.08	4,844.09	5,003.91	5,167.54	5,338.77
Maintenance Engineer & Groundskeeper / Groundskeeper & Maintenance Engineer	Hourly	27.96	29.12	30.34	31.61	32.94
	Monthly	4,845.99	5,047.67	5,258.86	5,479.57	5,709.79
Health Specialist	Hourly	28.74	29.99	31.32	32.70	34.14
	Monthly	4,981.08	5,197.98	5,428.20	5,667.93	5,917.17
Data Manager	Hourly	28.86	29.81	30.80	31.82	32.85
	Monthly	5,002.01	5,167.54	5,338.77	5,515.72	5,694.57
System Administrator	Hourly	35.97	37.77	39.66	41.63	43.71
	Monthly	6,234.91	6,546.94	6,874.19	7,216.67	7,576.26
Senior System Administrator	Hourly	46.68	48.99	51.49	54.07	56.80
	Monthly	8,091.88	8,491.43	8,925.23	9,372.35	9,846.10

Longevity - Employees shall receive the corresponding longevity increments:

Beginning on the 6th year of service 5.0% of current salary placement

Beginning on the 11th year of service 10.0% of current salary placement

Beginning on the 16th year of service 15.0% of current salary placement

Board approved: 05/14/2019

Effective: 07/01/2019

Salary Schedule increase: 4.54%

Reed Union School District
Classified Bargaining Unit Salary Schedule
2020-21

Job Classification		A	B	C	D	E
Resource Specialist Aide	Hourly	18.30	19.11	19.96	20.83	21.74
	Monthly	3,172.77	3,311.90	3,458.88	3,609.78	3,768.52
Instructional Aide / Yard Duty	Hourly	19.73	20.60	21.50	22.44	23.46
	Monthly	3,419.69	3,570.59	3,727.36	3,890.02	4,066.39
PE Assistant / Learning Center Aide / Instructional Support Aide - Technology / STEAM Lab Aide	Hourly	22.07	22.99	23.96	24.93	25.98
	Monthly	3,825.35	3,984.08	4,152.62	4,321.15	4,503.41
English Learner Aide / Special Education Clerk / Media Specialist / School Custodian / Information Services Department Secretary / School Secretary	Hourly	23.63	24.67	25.76	26.89	28.07
	Monthly	4,095.79	4,276.08	4,464.21	4,660.18	4,865.95
Maintenance / Grounds / Custodial Assistant	Hourly	25.52	26.63	27.78	29.00	30.25
	Monthly	4,423.06	4,615.11	4,815.00	5,026.65	5,244.18
Special Education Paraprofessional - Behavioral Aide / Physical Disability Aide	Hourly	25.89	26.93	28.02	29.12	30.29
	Monthly	4,487.73	4,668.02	4,856.15	5,048.20	5,250.05
Information Services Assistant / Executive School Secretary	Hourly	27.86	28.79	29.73	30.71	31.72
	Monthly	4,828.72	4,989.41	5,154.03	5,322.56	5,498.94
Maintenance Engineer & Groundskeeper / Groundskeeper & Maintenance Engineer	Hourly	28.80	29.99	31.25	32.56	33.93
	Monthly	4,991.37	5,199.10	5,416.63	5,643.96	5,881.08
Health Specialist	Hourly	29.60	30.89	32.26	33.68	35.16
	Monthly	5,130.51	5,353.92	5,591.04	5,837.97	6,094.69
Data Manager	Hourly	29.72	30.71	31.72	32.78	33.84
	Monthly	5,152.07	5,322.56	5,498.94	5,681.19	5,865.40
System Administrator	Hourly	37.05	38.90	40.85	42.88	45.02
	Monthly	6,421.96	6,743.35	7,080.42	7,433.17	7,803.55
Senior System Administrator	Hourly	48.08	50.46	53.04	55.69	58.51
	Monthly	8,334.63	8,746.17	9,192.98	9,653.52	10,141.48

Longevity - Employees shall receive the corresponding longevity increments:

Beginning on the 6th year of service 5.0% of current salary placement

Beginning on the 11th year of service 10.0% of current salary placement

Beginning on the 16th year of service 15.0% of current salary placement

Board approved: 05/14/2019

Effective: 07/01/2020

Salary Schedule increase: 3.0%

REED UNION SCHOOL DISTRICT

Revised: August 20, 2019

2019-2020 School Calendar

	M	T	W	TH	F	STAFF DAYS	STUDENT DAYS	DATE	REMARKS
AUG 2019				1	2	10	7	Aug 15-16	New Teacher Orientation
	5	6	7	8	9			Aug 19-20	ΔStaff Development Days (<i>No Students</i>)
	12	13	14	15	16			Aug 21	♦Teacher Work Day (<i>No Students</i>)
	19Δ	20Δ	21♦	22*	23			Aug 22	* FIRST DAY OF SCHOOL (Early Release)
	26	27	28	29	30				Early Release Days Highlighted in Yellow
SEPT	2●	3	4	5	6	20	20	Sept 2	● Labor Day
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27				
	30								
OCT		1	2	3	4	23	22		
	7	8	9	10	11				
	14Δ	15	16	17	18			Oct 14	ΔStaff Development Day (<i>No Students</i>)
	21	22	23	24	25				
	28	29	30	31					
NOV					1🍏	15	15	Nov 1	🍏 End of First Trimester
	4⊙	5⊙	6⊙	7⊙	8⊙			Nov 4 - 8	⊙Parent Teacher Conferences (Minimum Days)
	11●	12	13	14	15			Nov 11	● Veterans' Day Observed
	18	19	20	21	22				
	25	26	27■	28●	29■			Nov 25-29	THANKSGIVING RECESS
DEC	2	3	4	5	6	15	15		
	9	10	11	12	13				
	16	17	18	19	20			Dec 23 - Jan 3	WINTER RECESS
	23	24	25	26	27				
	30	31							
JAN 2020			1	2	3	19	18		
	6♦	7	8	9	10			Jan 6	♦ Teacher Work Day (<i>No Students</i>)
	13	14	15	16	17			Jan 20	● Martin Luther King, Jr. Day
	20●	21	22	23	24				
	27	28	29	30	31				
FEB	3	4	5	6	7	15	15		
	10	11	12	13	14			Feb 17	● Presidents' Day
	17●	18	19	20	21			Feb 18-21	MID-WINTER BREAK
	24	25	26	27	28				
MAR	2	3	4	5	6🍏	22	21	Mar 6	🍏End of Second Trimester
	9Δ	10	11	12	13			Mar 9	ΔStaff Development Day (<i>No Students</i>)
	16	17	18	19	20				
	23	24	25	26	27				
	30	31							
APR			1	2	3	17	17		
	6	7	8	9	10			Apr 6-10	SPRING RECESS
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30					
MAY					1	20	20		
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25●	26	27	28	29			May 25	● Memorial Day
JUN	1	2	3	4	5	10	10		
	8	9	10	11	12*			June 12	*LAST DAY OF SCHOOL (Minimum Day)
	15	16	17	18	19				
	22	23	24	25	26				
	29	30							
LEGEND:						186	180		

- Legal Holiday
- * First/Last Days of School
- ♦ Teacher Work Days
- Local Holiday
- Δ Staff Development Days
- 🍏 End of Trimester

180 Student Days 2 Teacher Work Days 2 New Teacher Days
 4 Staff Development Days
 186 TOTAL STAFF DAYS

⊙Parent/Teacher conference week dismissal times
 Reed – 12:00
 Bel Aire – 12:10
 Del Mar - Regular Bell Schedule

REED UNION SCHOOL DISTRICT **2020-2021 School Calendar**

Revised: August 20, 2019

	M	T	W	TH	F	STAFF DAYS	STUDENT DAYS	DATE	REMARKS
AUG 2020	3 10 Δ17 24 31	4 11 Δ18 25	5 12 19♦ 26	6 13 20* 27	7 14 21 28	11	8	Aug 13-14 Aug 17-18 Aug 19 Aug 20	New Teacher Orientation ΔStaff Development Days (<i>No Students</i>) ♦Teacher Work Day (<i>No Students</i>) * FIRST DAY OF SCHOOL (Early Release) Early Release Days Highlighted in Yellow
SEPT	7● 14 21 28	8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25			Sept 7	● Labor Day
OCT	5 12Δ 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	22	21	Oct 12	ΔStaff Development Day (<i>No Students</i>)
NOV	2 9 16⊙ 23 30	3 10 17⊙ 24	4 11● 18⊙ 25	5 12 19⊙ 26	6🍏 13 20⊙ 27	15	15	Nov 6 Nov 11 Nov 16-20 Nov 23-27	🍏End of First Trimester ● Veterans' Day Observed ⊙Parent Teacher Conferences (Minimum Days) THANKSGIVING RECESS
DEC	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	14	14	Dec 21 Jan 1	WINTER RECESS
JAN 2021	4♦ 11 18● 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	19	18	Jan 4 Jan 18	♦ Teacher Work Day (No students) ● Martin Luther King, Jr. Day
FEB	1 8 15● 22	2 9 16 23	3 10 17 24	4 11 18 25	5 12 19 26	15	15	Feb 15 Feb 15-19	● Presidents' Day MID-WINTER BREAK
MAR	1 8Δ 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5🍏 12 19 26	23	22	Mar 5 Mar 8	🍏End of Second Trimester ΔStaff Development Day (<i>No Students</i>)
APR	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	17	17	Apr 5-9	SPRING RECESS
MAY	3 10 17 24 31●	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	20	20	May 31	● Memorial Day
JUN	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24	11* 18 25	9	9	June 11	*LAST DAY OF SCHOOL (Minimum Day)
LEGEND:						186	180		

- Legal Holiday
- * First/Last Days of School
- ♦ Teacher Work Days
- Local Holiday
- Δ Staff Development Days
- 🍏 End of Trimester

180 Student Days 2 Teacher Work Days 2 New Teacher Days
 4 Staff Development Days
186 TOTAL STAFF DAYS
⊙Parent/Teacher conference week dismissal times:
 Reed – 12:00 pm
 Bel Aire – 12:10 pm
 Del Mar - Regular Bell Schedule

2019-2020 11-Month Employee Calendar

Reed & Bel Aire

	M	T	W	TH	F	EX-SEC DAYS	SEC DAYS	DATE	REMARKS
AUG 2019				1	2				
	5	6	7	8	9			Aug 5	All Secretaries 1 st Day
	12	13	14	15	16			Aug 15-16	New Teacher Orientation
	19Δ	20Δ	21♦	22*	23			Aug 19-21	ΔStaff Development Days / Teacher Work Day
	26	27	28	29	30	20	20	Aug 22	* FIRST DAY OF SCHOOL (Min Day)
SEPT	2●	3	4	5	6			Sept 2	● Labor Day
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27	20	20		
	30								
OCT		1	2	3	4				
	7	8	9	10	11				
	14Δ	15	16	17	18			Oct 14	ΔStaff Development Day (No Students) All Secretaries Work
	21	22	23	24	25				
	28	29	30	31		23	23		
NOV					1			Nov 1	□ End of First Trimester
	4	5	6	7	8				
	11●	12	13	14	15			Nov 11	● Veterans' Day Observed
	18	19	20	21	22				
	25	26	27	28●	29■	15	15	Nov 25-29	THANKSGIVING RECESS
DEC	2	3	4	5	6				
	9	10	11	12	13				
	16	17	18	19	20			Dec 23 - Jan 3	WINTER RECESS
	23	24■	25●	26	27				
	30	31■				15	15		
JAN 2020			1●	2	3			Jan 6	♦ Teacher Work Day (No Students) All Secretaries Work
	6♦	7	8	9	10			Jan 20	● Martin Luther King, Jr. Day
	13	14	15	16	17				
	20●	21	22	23	24				
	27	28	29	30	31	19	19		
FEB	3	4	5	6	7				
	10	11	12	13	14			Feb 17	● Presidents' Day
	17●	18■	19	20	21			Feb 17-21	MID-WINTER BREAK
	24	25	26	27	28				
						15	15		
MAR	2	3	4	5	6			Mar 6	□ End of Second Trimester
	9Δ	10	11	12	13			Mar 9	ΔStaff Development Day (No Students) All Secretaries Work
	16	17	18	19	20				
	23	24	25	26	27				
	30	31				22	22		
APR			1	2	3				
	6	7	8	9	10			Apr 6-10	SPRING RECESS
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30		17	17		
MAY					1				
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25●	26	27	28	29	20	20	May 25	● Memorial Day
JUN	1	2	3	4	5				
	8	9	10	11	12*			June 12	*LAST DAY OF SCHOOL (Early Release)
	15	16	17	18	19			June 19	All Secretaries Last Day of Work
	22	23	24	25	26				
	29	30				15	15		
LEGEND:						201	201		

- Legal Holiday ■ Local Holiday
- * First/Last Days of School Δ Staff Development Days
- ♦ Teacher Work Days □ End of Trimester

***2019-2020
Holidays
12 Month Employees***

	DATE	HOLIDAY
<u>2019</u>		
Thursday	July 4, 2019	Independence Day (4th of July)
Monday	September 2, 2019	Labor Day
Monday	November 11, 2019	Veteran's Day
Thursday	November 28, 2019	Thanksgiving
Friday	November 29, 2019	Day after Thanksgiving
Tuesday	December 24, 2019	Christmas Eve Holiday
Wednesday	December 25, 2019	Christmas Holiday
 <u>2020</u>		
Tuesday	December 31, 2020	New Year's Eve Holiday
Wednesday	January 1, 2020	New Year's Day Holiday
Monday	January 20, 2020	Martin Luther King, Jr. Day
Monday	February 17, 2020	President's Day
Tuesday	February 18, 2020	District Holiday
Monday	May 25, 2020	Memorial Day

2019-2020 11-Month Employee Calendar

Del Mar

	M	T	W	TH	F	Ex-Sec DAYS	Secretary DAYS	DATE	REMARKS
AUG 2019				1	2			Aug 5	Ex-Secretary 1 st Day
	5	6	7	8	9			Aug 8	Secretary 1 st Day
	12	13	14	15	16			Aug 15-16	New Teacher Orientation
	19Δ	20Δ	21♦	22*	23			Aug 19-21	ΔStaff Development Days / Teacher Work Day
	26	27	28	29	30	20	17	Aug 22	* FIRST DAY OF SCHOOL (Min Day)
SEPT	2●	3	4	5	6			Sept 2	● Labor Day
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27	20	20		
	30								
OCT		1	2	3	4				
	7	8	9	10	11				
	14Δ	15	16	17	18			Oct 14	ΔStaff Development Day (No Students) All Secretaries Work
	21	22	23	24	25				
	28	29	30	31		23	23		
NOV					1□			Nov 1	□ End of First Trimester
	4	5	6	7	8				
	11●	12	13	14	15			Nov 11	● Veterans' Day Observed
	18	19	20	21	22				
	25	26	27	28●	29■	15	15	Nov 25-29	THANKSGIVING RECESS
DEC	2	3	4	5	6				
	9	10	11	12	13				
	16	17	18	19	20			Dec 23 - Jan 3	WINTER RECESS
	23	24■	25●	26	27				
	30	31■				15	15		
JAN 2020			1●	2	3				
	6♦	7	8	9	10			Jan 6	♦ Teacher Work Day (No Students) All Secretaries Work
	13	14	15	16	17				
	20●	21	22	23	24			Jan 20	● Martin Luther King, Jr. Day
	27	28	29	30	31	19	19		
FEB	3	4	5	6	7				
	10	11	12	13	14			Feb 17	● Presidents' Day
	17●	18■	19	20	21			Feb 17-21	MID-WINTER BREAK
	24	25	26	27	28				
						15	15		
MAR	2	3	4	5	6□			Mar 6	□ End of Second Trimester
	9Δ	10	11	12	13			Mar 9	ΔStaff Development Day (No Students) All Secretaries Work
	16	17	18	19	20				
	23	24	25	26	27				
	30	31				22	22		
APR			1	2	3				
	6	7	8	9	10			Apr 6-10	SPRING RECESS
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30		17	17		
MAY					1				
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25●	26	27	28	29	20	20	May 25	● Memorial Day
JUN	1	2	3	4	5				
	8	9	10	11	12*			June 12	*LAST DAY OF SCHOOL (Early Release)
	15	16	17	18	19			June 19	Ex-Secretary Last Day of Work
	22	23	24	25	26	15	18	June 24	Secretary Last Day of Work
	29	30							
LEGEND:						201	201		

- Legal Holiday ■ Local Holiday
- * First/Last Days of School Δ Staff Development Days
- ♦ Teacher Work Days □ End of Trimester

2019-2020

Special Classified Dates

180 and 201 Day Employees

Date	Event	Who works?
August 5, 2019	First day of work	201 day employees (All Ex-secretary & BA/Reed Secretaries)
August 8, 2019	First day of work	201 day employees (DM secretary)
August 15 & 16, 2019	New teacher orientation	
August 19, 2019	Teachers first day	
August 19 & 20, 2019	Staff development	No students
August 21, 2019	Teacher work day	No students
August 22, 2019	First day of school	180 & 201 day employees
September 2, 2019	Labor Day	Holiday
October 14, 2019	Staff Development day	201 day employees (all secretaries work)
November 11, 2019	Veteran's Day	Holiday
Thanksgiving Recess November 25-29, 2019:		
November 25-27, 2019	Thanksgiving break	Non-work days
November 28, 2019	Thanksgiving	Holiday
November 29, 2019	Day after Thanksgiving	Holiday
Winter Recess December 23, 2019 - January 3, 2020:		
December 24, 2019	Christmas Eve	Holiday
December 25, 2019	Christmas Day	Holiday
December 31, 2019	New Year's Eve	Holiday
January 1, 2020	New Year's Day	Holiday
January 6, 2020	Staff Development day	201 day employees (all secretaries work)
January 20, 2020	Martin Luther King, Jr. Day	Holiday
Mid-Winter Recess February 17-21, 2020:		
February 17, 2020	President's Day	Holiday
February 18, 2020	Local Holiday	Holiday
March 9, 2020	Staff Development day	201 day employees (all secretaries work)
Spring Recess April 6-10, 2020:		
May 25, 2020	Memorial Day	Holiday
June 12, 2020	Last Day of School/Teacher Las	180 & 201 day employees work
June 19, 2020	Last Day of work	201 day employees (All Ex-secretary & BA/Reed Secretaries)
June 24, 2020	Last Day of work	201 day employees (DM secretary)

**REED UNION SCHOOL DISTRICT
PERFORMANCE EVALUATION FORM FOR CLASSIFIED PERSONNEL**

- ☐ Permanent ☐ Probationary School Year: _____
☐ 11 or 12 months assignment Recommended Continued Employment: ☐ Yes
☐ No ☐ 9 or 10 months assignment Date of Hire: _____

Evaluatee _____ Job Position _____

Site _____ Evaluator _____

Directions: Evaluators are to rate each item outlined in the areas of Personal Factors and Job Specific Evaluation (attached). Evaluators are to provide the evaluatee with a rating which best describes the work performance of the evaluatee. In Personal Factors (see "Other"), evaluators may write in and rate a personal factor not listed on the form but which applies to the evaluatee.

Rating Scale:

- (1) Satisfactory
(2) Satisfactory w/improvement needed
aide

- (3) Unsatisfactory

Definition:

- (1) Meets job requirements
(2) Needs to improve; specific suggestions will be made and included on this form to

employee performance

- (3) Unsatisfactory; assistance plan must be developed for permanent employees to remediate unacceptable performance.

N/A-Not applicable

Overall Rating (including Job Description): _____

Personal Factors

Employee:

- ☐ complies with work instructions, accepts and uses constructive criticism.
- ☐ complies with work hours.
- ☐ has regular attendance.
- ☐ presents positive personal image.
- ☐ wears clothing appropriate to job responsibility.
- ☐ is flexible and adaptive.
- ☐ is dependable and able to work independently.
- ☐ demonstrates ability to perform the physical requirements of the job.

☐ other: _____

Interpersonal Skills

Employee is able to work cooperatively and effectively:

- ☐ with coworkers.
- ☐ with students.
- ☐ with supervisors.
- ☐ with the public.

Evaluator's Comments:

CLASSIFIED EMPLOYEE LEAVES

SHORT TERM LEAVES				
Type of Leave	Where in Contract	Length	Purpose	Conditions
Sick	VIII - B	Earned at the rate of one day per month	Illness	From accumulated sick leave Notice required by the previous day Physician's verification after 3 days
Discretionary	VIII - D	4 days maximum per year	Personal Use	From accumulated sick leave Only two days may be used consecutively in conjunction with a holiday, based on substitute availability.
Personal Necessity	VIII - E	7 days maximum per year	Death/illness of immediate family member Accident involving person or property of employee or immediate family Other in contract	From accumulated sick leave Advance notice/permission required for "other"
Bereavement	VIII - F	3 days maximum local 5 days maximum out-of-state per event	Death of member of immediate family	Full Pay
Jury Duty/Subpoenaed Witness	VIII - G	No specific limit	Jury duty/subpoenaed witness	Full pay—statutory and witness fees paid to District; verified statements

CLASSIFIED EMPLOYEE LEAVES

LONG-TERM MEDICAL LEAVES				
Catastrophic Illness	VIII – J	100 working days	Illness or accident Catastrophic illness	Includes any compensating time, vacation or other paid leave; differential pay 50% of salary or differential
Industrial Accident/Illness	VIII – H	60 days plus any other leaves	Own work-related accident	60 days with pay Other paid leave may be used after 60 days Health benefits paid as before Worker's Compensation
Family Medical	VIII – I	12 work weeks within 12-month period	Birth/adoption of child; care for child, spouse or parent with serious health condition; own serious health condition	Unpaid Health benefits paid as before Eligible if employed 12 months full-time 30 days' advance notice if possible Medical certification required Intermittent leave possible
Maternity Disability	VIII - K	Period of disability	Provides that maternity is treated like any other disability/illness	Sick leave/extended illness pay during disability 4 months notice Medical certification
Paternity	VIII - L	1 day	Leave for birth of child	Full pay
Child Care	VIII - M	Up to 24 months	Infant child care	Unpaid; Health benefits for 12 weeks if taken in conjunction with Family Medical Leave Four months' notice
Uncompensated	VIII - N	Up to two years	Miscellaneous	Unpaid May receive benefits at own expense. Notice required by February 15.

NOTE: ALL LONG-TERM LEAVES REQUIRE APPROVAL BY THE BOARD OF TRUSTEES