

**AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES**

OF THE

CENTRAL UNION HIGH SCHOOL DISTRICT

AND THE

**CLASSIFIED SCHOOL EMPLOYEES'
ASSOCIATION and its CENTRAL CHAPTER #726**

FOR

2018-2021

(2018-2019 School Year)
Adopted November 13, 2018



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its CENTRAL CHAPTER #726**

July 1, 2018 – June 30, 2021

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CHAPTER I

ARTICLE 1

PREAMBLE

This agreement constitutes a bilateral binding contract with the Central Union High School District, hereinafter referred to as the District, and the California School Employees Association and its Chapter #726 or its successors, hereinafter referred to as the Association.

ARTICLE 2

RECOGNITION

The District recognizes the Association for purposes of meeting and negotiating as the exclusive representative for all regular, classified employees.

Excluded from the bargaining unit are the positions the District has designated as management and/or confidential.

ARTICLE 3

EMPLOYMENT

The Board of Trustees shall employ persons for positions not requiring certification qualifications. The Board shall classify all such employees and positions on the basis of their duties and responsibilities. The employees and positions shall be known as the classified service.

A. Employment Application

Every individual who wishes to be considered for classified employment must complete and sign an employment application form, which is provided by the Human Resources Division. This form furnishes a variety of information concerning the prospective employee's experience and gives the district the legal right to investigate his/her background through reference checks. Screening of applicants shall be the responsibility of the Human Resources Division, with the assistance of the supervisor of the area having the need.

B. Recruitment and Selection

It is required that all employees be notified when any positions are created or vacancies occur, or transfers from one department to another within the district become necessary, thereby creating a vacancy. Such notice is published within two days and remains posted for at least five working days prior to any action being taken to select an applicant for the position. The notice of position opening includes an accurate description of the duties of the position together with a statement of the minimum qualifications required. A detailed job description for each position is on file in the Human Resources Division. Each applicant should read the description before submitting an application.

1. Applicants that meet all "desirable qualifications" shall be given first consideration.

2. Every effort shall be made to obtain the best-qualified person for each position regardless of race, color, sex or national origin, in accordance with district Affirmative Action Policy and Procedures.
3. All transfers within the district shall have the approval of the Superintendent.
4. Persons employed to fill a temporary position shall be informed in writing at the time of employment the possibility of the former employee returning to that position.
5. The District will notify the Association President two (2) days in advance of the dates of the scheduled classified interviews. The Association President will select and notify the District of the name of the selected unit member who will sit on the interview panel. The unit member selected to serve on a panel is expected to sit in on all interviews to be conducted for the vacant position or their ratings will be forfeited.

C. Appointment

Appointments to classified positions shall be made by the Superintendent through the Human Resources Division. Although the offer of employment by the Human Resources Division is binding, all appointments are subject to approval by the Board of Trustees. Any person whose employment is not ratified by the Board of Trustees shall be paid for time worked while awaiting ratification.

Notification of employment shall be made by the Human Resources Division in the form of a Notice of Employment. In accepting appointment to a position with the district, an individual agrees to abide by the official rules and regulations of the district as they appear in this book, and as they may later be amended. The individual accepting an appointment also agrees to be fingerprinted, to sign a loyalty oath, and to provide written evidence of an examination for tuberculosis within 10 days after employment.

D. Conditions of Employment

Upon appointment to a position, it is necessary to complete and file the following with the Human Resources Division within ten (10) days:

1. Approved loyalty oath.
2. Certificate indicating freedom from active tuberculosis. Employment is not considered official until the results of the tuberculosis test have been filed certifying that the applicant has had a tuberculin test within the past sixty days, and that he/she is free from active tuberculosis. Either x-ray of the lungs or intradermal tuberculin test is acceptable. Continued employment is dependent upon this certification every two years. The district shall pay an amount per person not in excess of the charge of the Imperial County Health Service's Office for this service. (E.C. 76406)
3. Fingerprint Identification
Each employee is required to be fingerprinted by District approved agency and certify the same to the Human Resources Division. The district shall pay the cost of the fingerprinting. (E.C. 45125)

4. Medical Examinations

The district reserves the right to require health examinations prior to employment. Health exams may also be required before permitting an employee to return to work following an illness, or at any time when the need for such examination shall be desirable. This exam will be at district expense in accordance with Education Code 45122.

5. W-4 form (Employee's Withholding Allowance Certificate)

6. Application for membership in retirement system.

7. Application for medical insurance, dental insurance, annuity, etc. (See Section II, Item Q)

8. Employment Eligibility Verification Form (Form I-9).

9. Bus Drivers

a. Must be 21 years of age or older.

b. Must possess a Class A or B California commercial driver's license issued by the State Department of Motor Vehicles. (E.C. 12804)

E. Probationary/Permanent Employment

Employees who are employed for the first time, or are reemployed by the district, serve for a period of twelve months as probationary employees. Time spent on leave of absence shall not count toward completion of the probationary period. Probationary employees may be dismissed at the discretion of the Board of Trustees. If the employee's performance proves satisfactory during the probationary period, he/she shall achieve permanent status. (E.C. 45301)

Probationary employees' performance shall be evaluated by their immediate supervisor after the fifth and eleventh month. The performance evaluations, with the employee's signature affixed, shall be filed in the Human Resources Division within three days after completion.

A permanent employee who changes jobs, either because of promotion or because of self-requested transfer, automatically returns to a probationary status in the new position. Probation will continue for a period of twelve months, unless the employee is removed from the new position before that time. At the end of the fifth month, the employee will be evaluated to determine whether performance has met the standards of the job. If the employee's supervisor decides that he/she is not capable of doing the work in the new job, and will not be able to overcome the inadequacies, the supervisor will notify the employee of the fact in person, and in writing, at the end of the fifth month. At the end of twelve months, if the new assignment does not prove satisfactory, the employee may be returned to the former position, or classification and step, as if there had been no break in service in the original position.

F. Work Periods and Compensation

1. Work year

The work year is from July 1 through June 30. The work year for other than 12-month employees shall be stipulated on their Notice of Employment.

Most regular employees of the district work full time for 12 months each year. Employees hired for less than 12 months earn-all the benefits of 12-month employees but on a pro-rate basis. (E.C. 45136) Part time hourly (non-contract) employees, including student employees, are not eligible for vacation, sick leave, holiday or other employee benefits.

2. The normal workweek is five 8-hour periods.
 - a. The workweek of a classified employee, and other employees not requiring certification qualifications, shall be 40 hours, except in designated positions assigned less than 40 hours. (E.C. 45127)
 - b. The normal workday of a classified employee, and other employees not requiring certification qualifications, shall be eight hours except in designated positions assigned less than 40 hours per week. (E.C. 45127) An employee shall be given a minimum of two (2) weeks written notice before his/her work schedule is changed. (Work schedule does not include the workweek.) This provision does not apply in cases of emergency. It is agreed that the past practice on security personnel will remain the same.
 - c. Two rest periods of fifteen minutes each are granted each working day for full time employees, one in the morning and one in the afternoon.
 - d. Each employee is granted a lunch period, which should be scheduled as close to the middle of the workday as possible.
 - e. Time cards must be submitted monthly to the Human Resources Division and are due on the work day immediately following the end of the work period being reported.
 - f. Approval of ordered overtime is restricted to the minimum in all instances. Overtime may be authorized. Overtime shall have advanced approval, in writing, by the Superintendent. The Director of Business & Support Services must be informed promptly, in writing. An overtime form letter must be submitted with the overtime card with approved signatures for payment to the Human Resources Division. Overtime is computed at the rate of time and a half. (E.C. 45128, 45131)
 - g. Extended work year time shall have advanced approval in writing by the Superintendent.

3. Part-Time Employment

A work schedule of fewer than eight hours daily, or less than 40 hours weekly, shall be considered part time service, and the compensation for such part time service shall be determined by the relation that the actual number of hours of service bears to full time employment. (E.C. 45128, 45136)

4. Substitute and Short-Term Employment

Education Code Section 45103 limits the length of time an employee may be employed as a substitute or short-term employee to "less than 75 percent of a school year," which is defined as "195 working days." Therefore, short-term or substitute employment must be concluded after a maximum of 194 working days in any one fiscal year. Substitute and short-term employees, employed and paid for less than 75 percent of a school year, shall not be a part of

the classified service. The term "short-term employee" means any person who is employed to perform a service for the district, upon the completion of which the service required or similar service will not be extended or needed on a continuing basis.

5. Specially Funded Positions (E.C. 45105.1)

Persons employed in positions created by the Board of Trustees under current and future federal or state legislative enactment, or any other special funding, and which are not a part of the regular school program shall be a part of the classified service. They shall enjoy all the rights, burdens and benefits accorded other classified employees unless designated otherwise by the funding source. Their selection and retention shall be made on the same basis as that of persons selected for positions as part of the regular school program.

If specially funded positions are restricted to employment of persons in low-income groups, from designated impoverished areas and other criteria which restricts the privilege of all positions shall be classified as "restricted". (E.C. 45108)

Persons serving in properly classified "restricted" positions shall be considered classified personnel for all purposes except:

- a. They shall not be accorded permanency.
- b. They shall not have the right of preference to reemployment after layoff due to lack of funds or lack of work.

Persons serving in properly designated "restricted" positions may be promoted to the regular service after completion of six months satisfactory performance, provided all required qualifying examinations are completed. Anniversary date in the regular classified service shall be counted from the original date of employment in the "restricted" position.

G. General Duties and Responsibilities of the Classified Service

1. Public Relations

Public relations is one of the most important aspects of an employee's job. Regardless of his/her position, the people with whom he/she comes into contact, both on and off duty, will judge the school by his/her conduct and attitude.

2. Telephone Usage

The telephone service provided by the district is for the sole purpose of conducting school business. Personal calls, both incoming and outgoing, should be kept at a minimum.

- a. Answer the telephone promptly (before it rings a second time, if possible).
- b. Speak clearly in a natural tone directly into the mouthpiece.
- c. It is usually better to give the name of the department and the speaker rather than the speaker alone.

- d. When information requested is not readily available, the caller should be notified and given a choice of waiting or being called back. If the caller wants to wait, thank him/her for doing so.

ARTICLE 4

SALARIES AND PLACEMENT ON SALARY SCHEDULE

A. Pay Period

All classified employees are paid for the calendar month with checks available on the last working day of each month.

B. Initial Classification

A position classification plan is in effect for all classified employees. This means grouping all similar jobs in the same general class with an appropriate title, a description of duties and responsibilities, and minimum eligibility requirements for employment. The basic purpose of a classification plan is to maintain a logical and consistent relationship between different kinds of jobs and the salaries paid. It is concerned not with individual employees, but with the duties and responsibilities of the positions themselves. The representative body will be given the opportunity of reviewing and making recommendations on all classifications of new positions.

Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished with a copy of his/her Notice of Employment which indicates position title, prescribed workweek and salary data which will include annual, monthly, daily, and hourly compensation as applicable.

C. Salary Schedule and Classification Schedule

A salary schedule shall be adopted and published annually. All classified employees shall be paid in accordance with the appropriate range and step on this schedule.

1. Persons employed by the district who have the minimum experience in a like position as required by the job description shall be on the first step of the salary schedule.
2. Placement to a higher step (C level) of the salary schedule may be requested by the immediate supervisor and the Superintendent.
3. Advancement to the next step of the salary schedule shall be made only after one year of service in the new position.

D. Anniversary Date

The anniversary date shall be the first date of employment, including temporary employment, provided there has not been more than a thirty workday break in service between temporary and regular employment. This applies to all employees in accordance with the following procedures.

Anniversary dates to be designated as the first day of each month for current and new employees.

- a. All current employees shall have the first day of the month of employment as the anniversary date.

b. New employees hired between the first day and the last day of each month shall have the first day of the month as the anniversary date.

1. Anniversary Date in Promotion

"The original date of hire shall remain as the anniversary date even if the employee is promoted or changes jobs."

2. Anniversary Date in Demotion

When an employee is placed in a class with a lower salary range, and the range of the new class to which an employee's position is allocated has a maximum step lower than his/her actual salary, he/she shall continue to receive his/her present salary until his/her next anniversary date, which remains unchanged. Upon reaching his/her anniversary date, he/she shall be moved to the next higher step in the new class. Should this step be lower than his/her present salary, his/her salary shall remain unchanged until such time as eligibility to move to a higher salary takes effect.

E. Certificate Programs

Upon completion of requirements for certificate programs related to their essential job function and official proof of such completion, employee will receive a stipend in accordance with Chapter IX, Article 1, B.

F. Payment to Employees Supervising in the Absence of the Regular Teacher

1. Payment will be made to classified employees who supervise in the absence of the regular teacher at \$9.00 per hour in addition to their regular rate of pay. This provision is effective upon ratification of the Agreement.
2. The additional rate will be prorated for fractions of hours to the nearest quarter hour.

ARTICLE 5

CHECK OFF & ORGANIZATIONAL SECURITY

A. Check off

CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted from employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from the employee, deduct and make appropriate remittance for insurance, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction of all sums deducted.

B. Dues Deduction

The District will deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. The District shall accept the certification provided by CSEA

on dues deductions for bargaining unit members. If the union states it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization unless a dispute is raised by the employee questioning the existence or terms of the authorization.

Deductions must start the next available pay period after the District receives notification of the dues authorization from CSEA.

The District shall immediately refer all requests for changes in membership to CSEA Chapter President or Board.

C. Mass Communication to the CSEA Membership

If the District chooses to disseminate mass communications to the bargaining unit employees or applicants concerning their rights to join or support CSEA, the District shall meet and confer with CSEA concerning the content of the mass communication. If the parties cannot reach an agreement and the employer decides to go ahead with its proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by CSEA.

The District shall not deter or discourage bargaining unit employees or applicants from becoming or remaining members of CSEA.

ARTICLE 6

EMPLOYEE RIGHTS

The District and the Association recognize the right of employees to form, join and participate in activities of employee organizations and the right of employees to refuse to form, join and participate in the activities of employee organizations.

ARTICLE 7

MANAGEMENT RIGHTS

The District, on its own behalf, and on behalf of the electors of the District, hereby reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of California and of the United States, including, but without limiting, the generality of the foregoing rights:

- A. To the exclusive management and administrative control of the school system and its properties and facilities.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion; to promote and transfer all such employees.
- C. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms hereof and in conformance with the constitution and laws of the United States.

ARTICLE 8

ASSOCIATION RIGHTS

C.S.E.A. staff representatives shall have the following rights:

1. The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee and only when written permission has been granted by the employee.
2. The right to be supplied with a complete hire date seniority roster of all bargaining unit employees at least once each year of this agreement.
3. The District shall print or duplicate and provide without charge a copy of this Agreement to every employee in the classified bargaining unit. Any employee who becomes a member of the classified bargaining unit after the execution of the Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.
4. The representatives of the Association shall have the right to make use of school buildings and facilities at all reasonable hours for Association business.
5. The Association shall have the right to post notices of activities and matters of Association concern on school bulletin boards, at least one of which shall be provided in each school building in areas frequented by employees. The Association may use the District mail service and school mailboxes for communications to employees.
6. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times so long as said activity does not interfere with the educational process. An administrator shall be notified if the authorized representatives are not from the school being visited.
7. Up to two (2) members from the Association, designated as members will be granted release time to attend the annual conference. The team will be granted up to five (5) days of release time. Release time shall not be when students are in school.
8. The Association president and three (3) C.S.E.A. representatives will be granted fifteen (15) hours release time for negotiations.
9. The Association will be permitted to have 1.5 hours of release time per month for Association meetings to be held during the regular school year at 3:30 p.m.
10. The Association will be provided appropriate in-service training bi-monthly (every other month) for unit members. This training to be held during the first minimum Wednesday to coincide with certificated minimum Wednesday schedule.
11. The Association President will be notified two (2) days prior to scheduled interviews of the interview date(s) for classified interview(s).

CHAPTER II

ARTICLE 1

EVALUATION

- A. Evaluations for all regular employees shall be reported to the Human Resources Division on the appropriate forms. (Appendix V.)
- B. Probationary employees shall receive at least two (2) formal written evaluations of their work performance during their 12-month probationary period. The first evaluation shall occur during the first five (5) months of employment in a position. Succeeding evaluations may be made as needed. At least one other formal evaluation shall occur during the eleventh (11th) month of service. Probationary employees shall review and sign their evaluation forms before they are submitted to the Human Resources Division by the principal, department head, or supervisor. Time spent on leave of absence shall not count toward completion of the probationary period. Probationary employees may be dismissed at the discretion of the Board of Trustees. If the employee's performance proves satisfactory during the probationary period, he/she shall achieve permanent status. (E.C. 45301)
- C. Permanent employees shall receive a formal evaluation of their work performance at least once every two years. Said evaluation will be completed within sixty (60) days of the last day of the school year in which the employee is being evaluated. More frequent evaluation of permanent or probationary employees may be conducted upon authorization from the Superintendent. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.

D. Rating Review

Each evaluation shall be completed by the employee's immediate supervisor or any administrator who oversees the department. The evaluator may solicit input from other individuals who have knowledge of an employee's performance. Any employee who has reason to question any aspect of his performance rating has the right to request a review of his/her evaluation by the Human Resources Division.

The DISTRICT and ASSOCIATION will form a committee to revise the Classified Evaluation tool comprised of three bargaining unit members selected by CSEA and three administrators, selected by the Superintendent. This tool will be completed and adopted by the School Board by Spring 2017 for use starting with the 2017-18 school year.

ARTICLE 2

PERSONNEL FILE CONTENTS AND INSPECTION

- A. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for inspection of the person involved.
- B. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination. (E.C. 44031)

- C. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- D. Information of a derogatory nature, except material mentioned in two (2) above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

CHAPTER III

ARTICLE 1

FIXING OF DUTIES

- A. The District shall fix and prescribe the duties to be performed by all persons employed in the Classified Service. Employees who are otherwise exempt from the Classified Service shall not be exempt from certain employment requirements such as fingerprinting and medical examinations, which are required of all regular classified employees.
- B. The Superintendent, or his designee, shall be responsible for developing and recommending to the District a position classification plan which provides for the standardization and classification of all positions in the Classified Service. The District shall approve the plan as submitted or modify it as they see fit, and from time to time shall create, abolish or combine classifications as are necessary to maintain the plan.
- C. No employee shall be assigned the duties of a position other than his/her regularly assigned position for more than five (5) working days in any 15-day calendar period. (E.C. 45110)
- D. An employee who is directed to perform duties of a higher classification for more than five working days shall be compensated at the higher classification rate retroactively for the entire period he/she is required to work out of classification.

The Superintendent, a personnel commission and governing board may provide for an upward salary adjustment for any classified employee required to work out of classification for any period of time less than that required herein. (E.C. 45109)

ARTICLE 2

TRANSFERS

- A. Involuntary transfers may be initiated by the District and/or its designees.
- B. Employees who are involved in an involuntary transfer shall be informed of this action by the Superintendent or his designee or the immediate supervisor. A written notification shall be given to affected employees and the transfer shall become effective after seven (7) working days.

- C. Upon request, employees shall be entitled to a conference regarding the involuntary transfer with their immediate supervisor and/or the Human Resources Director in order to obtain reasons for the involuntary transfer.

CHAPTER IV

ARTICLE 1

CORRECTIVE ACTION

When an employee's conduct interferes with the orderly and efficient operation of the District, or an employee's performance does not meet the expectations or requirements of their job, the District may take corrective action. The corrective action program is based on the concept that many performance problems can be corrected when the employee is provided with performance expectations, counseling, and proper warning.

Corrective action options include, but are not limited to:

- Verbal counseling where the Supervisor, Department Head or Principal shall discuss the problem with the employee in an attempt to obtain an improvement of performance. Employees will be counseled and provided with methods to improve their performance.
- Verbal warning to clarify the standards of acceptable conduct or performance, and consequences if the problem is not corrected. Employees are entitled to representation if desired. A record of the verbal warning including the date, time, and place the warning took place and the general subject will be maintained by the supervisor issuing the warning.
- Written warning which states the nature of the misconduct or performance deficit, what change is required, and the possible consequences if the problem is not corrected. A letter of warning shall be given to the employee and copy kept in their personnel file.

Corrective action will be used in cases where the employee's behavior or performance is not meeting expectations.

DISCIPLINARY ACTION AND APPEAL

Discipline shall be defined as termination, suspension without pay, reduction in pay, or involuntary demotion. Written reprimands, counseling and/or oral warnings are not considered disciplinary for purposes of this Article; however, they may be referred to for purposes of determining appropriate level of discipline.

- A. Persons employed in the classified service may be suspended, demoted, or dismissed for any of the following causes:

1. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public, students, or of fellow employees, or any other willful failure of good conduct tending to injure the public service.
2. Failure to follow lawful directives of supervisors or the governing board.
3. Dishonesty, drunkenness during assigned working hours, addiction to or illegal use of narcotics or immoral conduct.
4. Political activities engaged in by an employee during his assigned working hours of employment.
5. Conviction of a felony or a crime involving moral turpitude. A record of one or more convictions which indicates that the person is a poor employment risk. Failure to disclose material facts regarding criminal convictions. Other false or misleading information on application forms or examination and employment records concerning material matters. (Moral Turpitude: The quality of a crime involving grave infringement of the moral sentiment of the community as distinguished from statutory mala prohibita.) Websters Unabridged Dictionary, Second Ed.
6. Excessive absences or tardiness; or frequent unexcused absences or tardiness. Illness leave, when habitually taken for trivial indispositions.
7. Failure to report for review of health or x-ray examination after due notice.
8. Advocacy of overthrow of the Government of the United States or the State of California, by force, violence or other unlawful means.
9. Abandonment of position - absence of two or more consecutive working days without permission and failure to notify the Board of a valid or acceptable reason for absence.
10. Failure to return to work within three (3) working days from an authorized leave of absence.
11. Persistent or repetitive poor performance that continues after previous warnings.
12. Serious misconduct, including such matters as use of unreasonable physical force, dishonesty, falsifying information to the DISTRICT, refusal to follow a lawful directive, or failure to follow directives that results in the endangerment of the safety or health of any individual or of DISTRICT property.

This list is meant to provide examples of cause for discipline and is not all inclusive.

- B. Except to the extent permitted by law, no employee in the classified service shall be suspended, demoted, dismissed or in any way discriminated against because of his or her political affiliations, religious beliefs or acts, race, sex, marital status or physical handicap.

PROCEDURE FOR DISCIPLINARY ACTION:

When a Supervisor, Department Head, Principal, Administrator, or Assistant Principal determines that an employee should be recommended for demotion, suspension, or dismissal, such recommendation

shall be made to the Superintendent. If the Superintendent determines that sufficient cause exists for disciplinary action, he shall recommend to the board the appropriate action to be taken.

The recommendation shall include the following:

1. The charge, i.e., incompetence, inefficiency, etc.
2. Each charge shall be stated separately and followed by specific dates of acts or events that support the cause for which the recommendation is made. The acts must be clearly described so that the concerned employee will be able to understand the charge.
3. The recommendation shall also have attached documents, reports, performance reviews, and other supporting material that will enable the Board to make a determination.
4. The recommending authority shall include with his recommendation a detailed written history of his actions, meetings, interviews, reports, etc., with the employee or concerning the period from the event or act described in the charge to the date of the recommendation to demote, suspend, or dismiss.
5. Employee shall have the right to meet with the Superintendent regarding the charges before recommendation is made to the board.

The employee has the right to a hearing before the Board of Trustees within 30 calendar days after submitting the request for a hearing to the Superintendent.

THE STEPS FOR A HEARING ARE AS FOLLOWS:

1. The Board shall receive copies of all documents leading to the discipline and shall permit the concerned employee, and/or his/her representative, to make a statement (oral or written) prior to its deliberations on the recommendation. The employee shall be notified by the administration when his/her case will be heard at a Board meeting. It is the intent of this section to give the employee and/or the employee representative an opportunity to refute or explain the charges.
2. The Board shall make a decision after all relevant information has been presented by the Superintendent and/or his designee, and the employee and/or his/her representative.
3. The decision of the Board shall be delivered to the employee in writing within ten working days. Notice to the employee and/or his representative shall include a copy of the charges and a statement of the Board's decision.
4. The decision of the board at this level shall be final.

A permanent employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information, or indictment, filed in a court of competent jurisdiction, may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The employee may receive compensation as provided for in the Education Code section.

ARTICLE 2

PROHIBITIONS ON DRUGS AND ALCOHOL

1. The DISTRICT has an important interest in providing a safe working environment for its employees and a safe learning environment for pupils. The DISTRICT may take reasonable steps to protect the health and safety of employees or to protect the health and safety of pupils. The DISTRICT does not allow or tolerate unsatisfactory job performance because alcohol or drug dependency or use.
2. No employee shall use tobacco at any workplace. The term workplace includes all DISTRICT property including parking areas. No employee shall use tobacco in the presence of a pupil at any place while the employee is acting within the scope of employment. Any employee who uses tobacco at any workplace, or in the presence of a pupil, at any place while the employee is acting within the scope of employment, is subject to discipline pursuant to this Chapter (XV), Education Code, and/or other applicable State law.
3. No employee shall possess, consume or be under the influence* of alcohol at any workplace. The term workplace includes all DISTRICT property including parking areas. No employee shall drive a DISTRICT vehicle within six hours of consuming any alcohol. No employee shall possess, consume or be under the influence of alcohol at any place while the employee is acting within the scope of employment. "Scope of employment" for the purpose of this policy includes any period of time when an employee is performing required or voluntary services at the request of the DISTRICT. "Scope of employment" does not include voluntary presence at an after hour social activity associated with any conference, workshop, seminar or similar event where attendance is approved by the DISTRICT. No employee, however, shall drive to or from any such event in a DISTRICT vehicle while possessing (in the interior of the vehicle), consuming or being under the influence of alcohol. Any employee who possesses, uses or is under the influence of alcohol at any workplace or at any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, subject to Education Code and/or applicable State law. Any employee who is convicted of driving under the influence of alcohol with a pupil or another employee while acting within the scope of employment may be disciplined up to and including dismissal subject to Education Code and/or applicable State law.
No employee shall manufacture, distribute, dispense, possess, consume or be under the influence** of illegal drugs or controlled substances at any workplace. The term workplace includes all DISTRICT property including DISTRICT vehicles and parking areas. No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any place while the employee is acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possesses, uses or is under the influence of illegal drugs or controlled substances at a workplace or any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal pursuant to Education code and/or applicable State law. Any employee who is convicted of driving under the influence of illegal drugs or controlled substances with a pupil or another employee while acting within the scope of employment may be dismissed pursuant to Education Code and/or applicable State law.
4. The terms illegal drugs and controlled substances include all chemical substances or drugs listed in any controlled substance law and regulations. They include, but are not limited to:

Stimulants, which speed up central nervous system activity, e.g. amphetamines, cocaine and similar drugs;

Depressants, which relax central nervous system activity, e.g. narcotics, barbiturates or similar drugs;

Hallucinogens, which change perception and consciousness, e.g. marijuana, hashish, LSD and similar drugs;

Deliriant, which cause mental confusion and disorientation, e.g. glue solvents, aerosol sprays and similar drugs and substances.

*Factors to be considered in the determination of whether or not the person is under the influence of alcohol include but are not limited to those referred to in the checklist in Appendix 2.

**Factors to be considered in the determination of whether or not the person is under the influence of illegal drugs or controlled substances include but are not limited to those referred in the checklist in Appendix 2.

The possession or use of drugs under and consistent with the specific directions of a physician is not prohibited.

5. All employees must notify the Superintendent in writing within five (5) days of any drug statute conviction for a violation occurring in any workplace or while the employee is acting within the scope of employment. All employees also must notify the Superintendent in writing within five (5) days of any conviction of driving while being under the influence of drugs or alcohol while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.
6. The DISTRICT acknowledges that employees have a right of privacy in their personal property, but the DISTRICT through its authorized supervisors, has the right to inspect in whole or in part, any DISTRICT property, such as desks, lockers, cabinets, or other DISTRICT property at any time without prior notice with reasonable suspicion ***as it relates to this policy.
7. If there is a decision made to search an employee or the employee's personal property, when on DISTRICT property, representatives of law enforcement will be requested to conduct the search when there is reasonable suspicion to believe that the employee is in violation of the prohibitions in this policy and the employee is advised as to the reason for the search. An employee or an employee's personal property will not be searched without the employee's consent. If reasonable suspicion exists and the employee refuses to consent to a search, he/she may be subject to discipline up to and including dismissal pursuant to education Code and/or applicable State law based on the reasonable suspicion, but not on the refusal to consent to a search. If police find there are no reasonable grounds to search, no disciplinary action will be taken.
8. To the extent that it does not impose an undue hardship on the DISTRICT, the DISTRICT encourages and will make it a priority to assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation. Sick leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. An employee will be permitted to participate in outpatient treatment and inpatient treatment.

9. The DISTRICT, when there is reasonable suspicion, may request that an employee submit to drug or alcohol testing. Reasonable suspicion normally requires either information from a reliable informant or another reasonable ground for suspecting that the testing will turn up evidence that this policy has been violated. A reasonable ground includes but is not limited to the employee, while acting within the scope of employment, appearing to be under the influence of alcohol or drugs, the employee is found in possession of alcohol or suspected controlled substances, the employee is involved in an accident whose nature indicates possible impairment of ability or judgment. When an employee seeks to return to work after being absent for treatment or rehabilitation from drug or alcohol dependency, the DISTRICT may request that the employee submit to a reasonable, mutually agreed upon period of drug or alcohol testing.

An employee is not required to submit to drug or alcohol testing without the employee's consent. If the employee refuses to consent to such testing, any discipline up to and including dismissal pursuant to Education Code and/or applicable State law shall be based on the reason(s) for the requested testing, not on the refusal to be tested. No discipline shall be imposed, however, unless the employee is advised as to the reason for the testing.

Any consent or refusal to submit to the testing shall be in writing. If the employee consents to the testing, the employee also shall authorize in writing the release of the test results. If the employee consents to the testing but refuses to authorize the release of the test results, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence. If the employee refuses to release the test results to the DISTRICT, they will not be available to assist the employee in any decision regarding discipline.

When an employee appears to be under the influence of a drug or alcohol and testing is requested, a DISTRICT representative should escort the employee to the independent laboratory and/or clinic mutually pre-selected by the DISTRICT and the ASSOCIATION.

The test(s) given shall also have been mutually pre-selected by the DISTRICT and the ASSOCIATION. The names of the identified lab/clinic and test(s) shall be contained in a side letter, which may be reviewed for possible revision at the request of either party. The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:

- a. Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substances.
- b. Preserve and mark all specimens yielding positive results.
- c. With written consent of the employee as specified in this section of this Article, return the lab report and any other information showing results to the DISTRICT.

If the first laboratory tests show positive results, the specimen will be tested again using a different mutually pre-selected confirmatory test methodology. The employee may be asked to provide an additional specimen under the procedures described above.

***The term "reasonable suspicion" means a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform the job safely is reduced. The term

also means a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee possesses alcohol, illegal drugs or controlled substances.

DISTRICT representatives will attempt to interview any employee in the event a test shows positive results. The employee will be given the opportunity at such interview to explain the positive results. The employee may request the presence of an ASSOCIATION representative.

10. Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
11. If the results of any employee's drug test prove to be negative, no record of the testing will be placed in the employee's personnel file and the test results will be destroyed.
12. A copy of this Article (I) will be given to all current employees and, hereafter, will become a part of any new employee's information packet.

CHAPTER V

ARTICLE 1

GRIEVANCE PROCEDURE

- A. A "Grievance" is an allegation that a grievant has been adversely affected by a violation of specific provisions of this Agreement, or in the application or interpretation of policies adopted by the Governing Board covering working conditions of employees in the bargaining unit and within the scope of representation as defined by the Educational Employment Relations Act.
- B. A "Grievant" may be any classified employee or employees of the DISTRICT covered by the terms of this Agreement.

The ASSOCIATION shall have the right to grieve an alleged violation of the terms of this agreement.

The ASSOCIATION shall have the right to represent any grievant in the Grievance Procedure.

- C. A "day" is any day the administrative office of the DISTRICT is open for business.
- D. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.
- E. The grievant shall be present at all stages of the grievance procedure unless the Superintendent agrees in writing that the presence of the grievant is not necessary.

At the option of the grievant, a member of the ASSOCIATION may be present beginning at all levels.

PROCEDURES AND GENERAL PROVISIONS

- A. Within five (5) working days of the event giving rise in a grievance, the grievant shall present the grievance, informally, for disposition by the immediate supervisor or any appropriate level of

authority. Presentation of informal grievance shall be a prerequisite to the instigation of a formal grievance procedure.

- B. An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.
- C. If the problem is not resolved at an informal conference, then a formal, written grievance will be initiated and the provisions of these regulations will be implemented.
- D. If the same complaint or substantially the same complaint is made by more than one employee against one respondent, those employees, jointly or individually, may process the complaint through the adjustment procedure. Names of all aggrieved parties shall appear on any documents related to the settlement of the grievance.
- E. For good cause, some or all of the immediate procedures, up to the Superintendent/Human Resources Director level may be waived.
- F. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- G. All communications, notices, and papers required to be in writing shall be served personally or certified postal mail with a return receipt requested.
- H. No reprisals of any kind shall be taken by any party to this procedure against any other party.

ADMINISTRATOR/SUPERVISOR

- A. Within ten (10) working days after declaration from either party that a grievance exists, the complainant may present his/her grievance, in writing, to the Administrator/Supervisor with immediate administrative responsibilities for the position to which the complainant is assigned.
- B. This statement shall be a clear, concise statement of the grievance, the circumstances on which the grievance is based; the person(s) involved; the decision rendered at the informal conference; the remedy sought; and outline of actions taken to adjust the complaint.
- C. The Administrator/Supervisor shall communicate his decision to the employee, in writing, within ten (10) working days after receiving the grievance.

HUMAN RESOURCES DIRECTOR

- A. The classified employee may appeal the decision from the Administrator/Supervisor level to the Human Resources Director within ten (10) working days after receiving it and may request a hearing. A copy of the appeal shall be furnished to the Human Resources Director and the other party to the grievance.
- B. A hearing shall be held within ten (10) working days after the request has been made.
- C. The Human Resources Director shall communicate his decision to the classified employee, in writing, within ten (10) working days. A copy will be sent to all concerned parties to the grievance.

SUPERINTENDENT LEVEL

- A. The classified employee may appeal the decision from the Human Resources Director to the Superintendent, in writing, within ten (10) working days after the receipt of the Human Resources Director's decision. The Superintendent shall render a decision in the matter of the grievance within ten (10) working days following receipt of the appeal.

GOVERNING BOARD LEVEL

- A. A further appeal may be made by the grievant to the Board Trustees. It shall be submitted in writing and shall be addressed to the Board of Trustees in care of the Superintendent who will schedule the matter before the Board at its next regularly scheduled meeting. The Governing Board will examine the records in the case, and may hear additional testimony if that action is deemed appropriate, and will render a decision which shall be considered final by all participants to the grievance.

CHAPTER VI

ARTICLE 1

EMPLOYEE PROTECTION

An employee may use such force as is necessary to protect himself/herself from physical attack by a student, or other person, in pursuit of his/her employment, or to prevent injury to another student. When an employee finds it necessary to use such force, he/she shall immediately report this to his/her supervisor or building principal, whether or not he/she considers this to be necessary to protect himself/herself or student.

Any case of assault upon an employee shall be reported to the Governing Board. The Governing Board will designate legal counsel to advise the employee of his/her rights and responsibilities with respect to any such assault and shall promptly render all reasonable assistance to the employee in connection with law enforcement and judicial authorities.

When an employee is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment for which he/she is eligible to receive worker's compensation, he/she will be paid his/her full salary for the period of his/her absence, less the amount of any worker's compensation award made for disability due to said injured employee. The maximum allowable leave of absence shall be sixty (60) days in any one fiscal year, subject to the provisions of the Education Code and shall not be charged to annual or accumulated sick leave. The Governing Board may request a reasonable number of physical examinations by a licensed physician, at no cost to the employee. (E.C. 45192)

The Governing Board will bear the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, when such items are damaged in the line of duty as a result of malicious acts and without fault of the employee. The Governing Board may replace or repair any teaching aid belonging to the employee so damaged by such acts, up to a value of \$100.00.

- A. Reimbursement to employees for any verified loss, damage or destruction of personal property suffered while performing services for the District shall be made only if the value is more than

\$25.00 and the employee took all reasonable steps to protect any such personal property. The maximum reimbursement for any one item is \$500.00

- B. The maximum reimbursement for any vehicle damage shall be \$500.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment or when the employee's vehicle is parked in a parking area which is approved by the District for employees. Reimbursement for vehicle damage also is strictly limited to day and evening hours when the employee is required to be at his job location.

If an employee in the bargaining unit provides tools or equipment belonging to the employee for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage for the replacement cost of the tools, not to exceed \$100.00 per item. In order to receive replacement costs, the employee must provide his/her supervisor with a list of personal tools. The list shall name tool, brand, model number, serial number, and original cost. The list must be submitted within ten (10) working days after initial employment.

CHAPTER VII

ARTICLE 1

LAYOFF/REEMPLOYMENT

- A. The work force of the District may be reduced due to insufficient funds, reduced workload, and combination or elimination of jobs. For members of the Classified Service, the reduction shall be made in reverse order of seniority in the job classification of the employee.
- B. A reduction in work force is not a dismissal, and an employee shall have priority for reinstatement when openings occur. If an employee is reinstated within thirty-nine (39) months of a layoff, the employee shall regain all accumulated benefits accrued to him/her at the time of the layoff. (E.C. 45298)
- C. In lieu of being laid off due to a reduction in work force, an employee, if deemed qualified by the site administrator, may transfer to another class in the same salary range or demote to any class with a lower salary in which there is an opening. An employee demoted due to a reduction in work force shall receive the same step salary range in the class to which the employee is demoted. An employee who accepts a voluntary reduction in assigned time, in lieu of layoff, shall retain eligibility to be considered for reemployment for an additional twenty-four (24) months, or a total period of sixty-three (63) months. (E.C. 45298)

- D. Notice of Layoff

The District shall notify the affected employee, in writing, forty-five (45) or more days prior to the date of any layoffs. The notice shall specify the reason for the layoff and identify, by name and job classification, the employee designated for layoff.

- E. Employee Rights

Employees in the Classified Service shall have the following rights in the event lack of work or funds causes the necessity of layoffs:

1. Order of Layoff

Any layoff shall be effected within a job classification. The order of layoff shall be determined by length of service. The employee who as been employed the shortest time in the class, plus higher classes, SHALL be laid off first. **“Length of service” is defined as hire date** in a paid probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter. (Ed.C. 45308)

2. Bumping

A permanent employee in the Classified Service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an employee with less seniority in that class.

3. Voluntary Demotion or Transfer

A permanent classified employee who will suffer a layoff for lack of work or funds despite his/her bumping right may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class if there are openings, provided that the employee is deemed qualified by the site administrator to perform the duties thereof, and provided further that the Governing Board approve the voluntary demotion. (E.C. 45298)

F. Procedures

In the event of layoffs of employees in the Classified Service, the following procedures shall be utilized:

1. When classified employees are laid off for lack of work or funds, layoff shall be made in reverse order of seniority in the job classification in which the layoffs occur. The employee who has been employed the shortest time in class, plus higher classes, shall be considered to have the least seniority and, therefore, be laid off first.
2. 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 order of seniority.
3. Temporary or substitute employees may be laid off at the completion of the assignment without regard to the procedure set forth in this regulation, and shall have no employee rights whatsoever.
4. If two (2) or more employees subject to layoff have equal hire date seniority, then the determination shall be made by lottery at the time of the proposed layoff.
5. Laid off employees have thirty-nine (39) months reemployment rights in the class from which they were laid off, and they shall be reemployed in the reverse order of layoff.
6. A regular employee who takes a voluntary demotion or voluntary reduction assigned time in lieu of layoff, shall be, at the employee's option, returned to a position in his/her former class or to a position with increased assigned time as vacancies become available.
(E.C. 45298)

7. A regular employee in the bargaining unit, who has been employed at least five (5) years under Public Employees Retirement System (PERS), and is fifty (50) years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or a reduction in assigned time. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with the regulation.
8. The District shall establish and maintain a seniority roster indicating an employee's hire date. Such rosters shall be available to the employee organization through the Human Resources Division.
9. An employee who has been laid off shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following the receipt by registered mail of the reappointment notice. If the employee accepts reemployment, the employee must report to work within fifteen (15) working days following his/her acceptance of reemployment, if school is in session. If school is not in session, he/she shall report for work on the day stated in the reappointment notice.
10. An employee may refuse reemployment with the District for a total of three (3) times. After three refusals, the employee's name will be deleted from the list and regarded as a resignation.
11. All written notifications to employees and former employees pursuant to this chapter shall be deemed complete upon depositing of the notice in the U.S. certified mail with postage prepaid, return receipt requested, addressed to the last known address. (E.C. 45195 and 45196)

CHAPTER VIII

ARTICLE I

SICK LEAVE

Sick leave is earned at the rate of one (1) day for each full month of employment or major fraction thereof. If an employee works less than five (5) days a week, or less than a full year, he/she is entitled to sick leave on a pro-rated basis.

ARTICLE 2

LEAVE OF ABSENCE FOR PERSONAL-NECESSITY

- A. An employee may not use more than seven (7) days of accumulated sick leave benefits in any school year for the following reasons:
 1. Death or serious illness of immediate family.
 2. Accident involving his/her person or property or the person or property of his/her immediate family.
 3. A court appearance as a litigant, party, or witness under subpoena or an order made with jurisdiction.

Personal necessity leave shall be non-cumulative from year to year.

B. Sick Leave To Attend To An Employee's Child, Parent, Or Spouse

1. Effective January 1, 2000, each calendar year an employee in the bargaining unit may use up to a maximum of the equivalent of one half of the days of sick leave which the employee would normally earn under the Personal Illness and Injury Leave provision of this Article to tend to the illness of the employee's child, parent or spouse, provided that any days used have been earned or accumulated and unused prior to taking the leave.
2. For the purposes of this Article, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
3. Paragraphs 1-2 do not extend the maximum period of leave to which an employee is entitled under Government Code section 12945.2 or the federal Family and Medical Leave Act of 1993.

C. The employee shall attempt to secure advanced permission. The employee has the responsibility of notifying the principal or supervisor as soon as possible.

D. Up to three (3) days of leave for personal business that can only be conducted during normal working hours may be granted during the year after giving forty-eight (48) hours' notice to the employee's principal or supervisor. Such leave shall be counted as part of the seven (7) days of accumulated sick leave benefits allowed each year. It is expressly understood that these days may not be used for individual or collective refusal to provide services (strikes) or other illegal activities.

E. Each classified employee shall be allowed dependency leave due to illness in the immediate household. Such leave shall be deducted from the maximum of seven (7) days of sick leave allowed under this section.

F. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

G. A classified employee of the district who has been employed for a period of one calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who accepts employment with another school district or county superintendent of schools within one year of such termination of employment, shall have transferred with him/her to the second district or county superintendent of schools the total amount of earned leave of absence for illness or injury to which he/she is entitled. (E.C. 45202)

ARTICLE 3

EXTENDED LEAVE

A. The District agrees to provide to employees who are on extended sick leave a total of 100 working days paid sick leave once per year, inclusive of the days to which he/she is entitled under provisions of this article relative to accumulation of sick leave. The days of extended sick leave shall be

compensated at fifty percent (50%) of the employees' regular salary whether or not a substitute employee is employed.

B. CATASTROPHIC SICK LEAVE BANK

1. CREATION:

- a: The ASSOCIATION and the DISTRICT agree to create the Classified School Employees' Association (CSEA), Chapter #726, Sick Leave Bank effective July 1, 2000. The Sick Leave Bank shall be funded in accordance with Section 2 below.
- b: Days in the Sick Leave Bank shall carry over from year to year.
- c: Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Sick Leave Bank participant.
- d: The CSEA Sick Leave Bank shall be administered by the Central Union High School District as outlined by Chapter VIII, Article 3 of the Agreement.

2. ELIGIBILITY AND CONTRIBUTIONS:

- a: All unit members on active duty with the DISTRICT are eligible to contribute to the Sick Leave Bank.
- b: Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c: Unit members who initially elect not to join the Sick Leave Bank upon first becoming eligible may not participate until the following year.
- d: The contribution, on the appropriate form, will be authorized by the unit member, and will automatically be continued from year to year until canceled by the unit member in writing on the proper form.
- e: Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- f: Contributions shall be made between July 1 and October 1 of each school year. New hires shall be permitted to contribute within 30 calendar days of beginning work. The DISTRICT shall provide enrollment forms for the Sick Leave Bank to all new unit members.
- g: The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Ed. Code 44043.5.
 - 1) The maximum number of days that the bank shall pay out shall be fifty (50)-days or the 2000-2001 school year.

- 2) Each ensuing school year, the DISTRICT shall add fifty (50) payout days to the remaining payout days balance. Maximum accumulation shall be 250 days.
 - 3) If the number of days in the Bank at the beginning of the school year exceeds the maximum allowable payout days, no contribution shall be required of participating unit members.
 - 4) If the number of days in the Bank at the beginning of the school year falls below the allowable payout days, each participant shall be required to contribute an additional day to the Bank.
 - 5) Those unit members joining the Sick Leave Bank for the first time shall be required to contribute one day to the Bank.
 - 6) If a Sick Leave Bank participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day to remain a participant in the Sick Leave Bank.
- h: Unit members who are retiring or leaving the employ of the DISTRICT may contribute their unused sick leave to the Sick Leave Bank.

3. WITHDRAWAL FROM THE BANK:

- a: A Sick Leave Bank participant whose cumulative sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an unexpected extended critical illness, surgery or critical injury of the member or the unit member's immediate family member which necessitates an absence from work for ten (10) consecutive days or longer. The condition of pregnancy shall not be covered by the Bank. However, medical complications that arise from childbirth shall be considered. (Caesarean deliveries would be considered only if complications occur for mother and/or child.) If a recurrence or a second illness or injury incapacitates a unit member or a member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five consecutive duty days. Thus, a participant who used the bank, after exhaustion of sick leave, for 25 days to care for a spouse who has cancer, and, after returning to work, suffers a heart attack, shall be deemed to have suffered a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.
- b: Long term therapy (e.g. chemotherapy, dialysis, etc. shall be treated as a catastrophic illness, or injury, even though it is not in increments of over 10 consecutive days. All other eligibility requirements will remain in effect. The participant will be eligible for withdrawal on a day-to-day basis.
- c: Participants must use all current and accumulated sick leave as defined in Ed. Code 44978 available to them before becoming eligible for a withdrawal from the Bank.
- d: If a participant is incapacitated, applications may be submitted to the DISTRICT by the participant's agent or member of the participant's family.

- e: Withdrawals from the Sick Leave Bank shall be granted in units of no more than ten (10) duty days. Participants, or their agents, must submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum of twelve (12) consecutive months.
- f: Participants applying to withdraw or extend their withdrawal from the Sick Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. The DISTRICT shall keep all information regarding the nature of the illness confidential. A participant's withdrawal from the Bank may not exceed the statutory maximum of twelve (12) consecutive months.
- g: If a participant has drawn ten (10) Sick Leave Bank days and requests an extension, the DISTRICT may require a medical review by a physician of the DISTRICT'S choice at the participant's expense. The DISTRICT shall choose only a physician who qualifies under the DISTRICT offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Sick Leave Bank. The DISTRICT may deny an extension of withdrawal from the Sick Leave Bank based upon the medical report. The participant may appeal any termination under the procedure outlined in K) below.
- h: Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or, if charged, will be reimbursed the number of days for which the Worker's Compensation is equivalent to a regular day of pay at the negotiated rate for that participant. If the DISTRICT challenges the Workers Compensation claim, the participant may draw from the bank, however, upon settlement of the claim in favor of the participant, the DISTRICT shall reimburse the Bank the days.
- i: When the DISTRICT may reasonably presume that the applicant for a withdrawal may be eligible for Disability/Retirement under PERS, or if applicable, Social Security, the DISTRICT may request that the applicant apply for disability or retirement. Failure of the applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Sick Leave Bank payments. Any requests for additional medical information from PERS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Sick Leave Bank payments will cease. If denied benefits by PERS or Social Security, the applicant must appeal or entitlement to the Sick Leave Bank shall cease.
- j: If the Sick Leave Bank does not have sufficient days to fund a withdrawal request, the DISTRICT is under no obligation to provide days and the DISTRICT is under no obligation to pay the participant any funds whatsoever. If the DISTRICT denies a request for withdrawal, or extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant in writing of the reason for denial.
- k: Sick Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, grieve the denial, non-renewal, or termination. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the grievance.

4. ADMINISTRATION OF THE BANK:

- a: The Central Union High School DISTRICT shall have the responsibility of maintaining the records of the Sick Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and to the President of the Classified School Employees' Association, Chapter #726.
- b: The DISTRICT'S authorized agent shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, as otherwise outlined in this agreement.
- c: Applications shall be reviewed and decisions of the DISTRICT reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d: The DISTRICT shall keep all records confidential and shall not disclose the nature of the illness, except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- e: By the Fifth (5th) day of October of each school year, the DISTRICT shall notify ECSTA of the following:
 - 1) The total number of accumulated days in the Bank as of June 30th of the previous school year.
 - 2) The number of days contributed by unit members for the current year.
 - 3) The names of participating unit members.
 - 4) The total number of days available in the Bank.
 - 5) The total number of payout days available in the Bank.
- f: On a quarterly basis, the DISTRICT shall notify the CSEA of the following:
 - 1) The names of any additional unit members who have joined in accordance with Section VII.B.2.
 - 2) The names of any unit members who have canceled participation in accordance with VII.B.2.
 - 3) The total number of days in the Bank at the beginning of the previous month.
 - 4) The total number of days remaining in the Bank on the last day of the previous month.
 - 5) The total number of days awarded during the previous month and the names of those unit members to whom they were awarded.
 - 6) The total number of days added by new members.
- g: Any dispute between the California School Employees' Association, Chapter #726, and the DISTRICT as to the accounting shall be settled through the normal grievance procedure beginning at the Superintendent level as outlined in the Agreement.
- h: If the DISTRICT and the CSEA, Chapter #726, mutually agree to terminate the Sick Leave Bank for any reason, the days remaining in the Sick Leave Bank shall be distributed to the current members of the bank in proportion to the total number of days contributed by each unit member currently enrolled in the Bank.

ARTICLE 4

BEREAVEMENT LEAVE

- A. A classified employee is allowed full pay for bereavement leave, not to exceed three (3) days, or five (5) days if travel in excess of 400 miles one way is required because of the death of any member of his immediate family.

DEFINITION OF IMMEDIATE FAMILY IS: mother, father, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 5

DISABILITY LEAVE

- A. The term "disability leave" as hereinafter used, is to mean the automatic leave of absence granted to a regular classified employee of the District whenever such absence is the result of an accident incurred on the job resulting in a worker's compensation claim. (E.C. 45192)
- B. Allowable disability leave shall be for a maximum of sixty (60) days in any one fiscal year for the same accident and is not accumulative from year to year.
- C. Such leave will commence on the first day of absence.
- D. Employees claiming disability leave will endorse to the District the temporary disability indemnity checks and the District will issue the employee his/her regular salary warrants with the usual deductions retirement and other authorized contributions.
- E. Employees receiving disability leave benefits must remain in California while receiving benefits unless travel outside the State is approved by the Superintendent.
- F. Upon the expiration of the maximum sixty (60) day benefit, employees may elect to take a portion of their temporary disability indemnity, which will result in payment to them of not more than their full salary.

ARTICLE 6

MILITARY LEAVE

If an employee enters active duty in the Armed Forces, he/she will be granted military leave for the duration of his/her tour of duty. Upon release from active duty, he/she will be eligible to return to his/her position with the schools, or given a like position within the same classification, provided the position has not been abolished. (E.C. 45297)

ARTICLE 7

SUBPOENA LEAVE AND JURY DUTY

- A. If an employee receives a subpoena for appearance in court or if he/she is required to serve on a jury, he/she may receive full pay during such absence provided: (1) the actual subpoena or notice of jury duty is sent to the payroll office; (2) the warrant he/she received in payment for the court appearance or jury duty is presented to the payroll office. It is not legally possible for an employee to receive payment from two tax sources for the same period of time.
- B. If it is necessary for an employee to appear in court on his/her own behalf, such time away from the job will be considered as absence due to personal business. (E.C. 44036 and 44037)

ARTICLE 8

OTHER LEAVES

- A. If an employee has successfully completed his/her initial probationary period and if his/her work is satisfactory, he/she may be granted a leave of absence, without pay, for maternity, dependent's care, convalescence, or for personal business.
- B. All such leaves are to be arranged for in advance by securing the approval of his/her supervisor and the Superintendent or his designee.
- C. Failure to secure a grant for such leave in advance of the absence may be considered a resignation, or may result in withholding an increase in salary, and/or such other disciplinary action as may be deemed necessary.
- D. A supervisor may excuse an employee from his/her work for personal business for one (1) hour or less, (non-cumulative) on one (1) occasion per month, when good reason exists, without loss of pay.

CHAPTER IX

ARTICLE 1

COMPENSATION

- A. Effective July 1, 2018, the basic salary schedule for employees in Appendix IV shall be increased by 3%, plus a 2% one-time off-schedule to be paid to bargaining unit members employed at time of ratification.
- B. Classified employees holding an A.A., A.S., and/or the equivalent as determined by the CUHSD, Teacher Aide Certificate, a Vocational Certificate or military training (verified by DD Form 214) related to their essential job function will receive an annual stipend of \$250.00, divided into equal monthly payments.
- C. Classified employees holding a B.A. Degree will receive a maximum annual stipend of \$400 for education, to be divided into equal monthly payments.
- D. The District will provide uniforms (specifically shirts with a District emblem) for Bus Drivers, Maintenance personnel, Custodians, Groundskeepers and Security personnel. Five (5) shirts will be provided for those employees the first year, and the District will provide five (5) replacement shirts annually. Employees will be responsible for laundry and upkeep.

ARTICLE 2

HEALTH AND WELFARE BENEFITS

1. The District will contribute \$805 per month effective October 1, 2017 (which represents an increase of .2% in total compensation based upon 2016-2017 classified compensation) on behalf of each full-time employee for health insurance coverage. After conferring with the bargaining unit, the District will choose the insurance carrier and the broker.

CHAPTER X

ARTICLE 1

SALARY AND FRINGE BENEFITS FOR RETIREES

Retirees shall file a copy of their Medicare coverage with the district the month prior to their 65th birthday.

The District will contribute an amount, not to exceed the cap that is paid for all active classified employees hired prior to July 1, 2005, towards the cost of the health and welfare program for those employees who retire between the ages of 55 and 65, and who have been employed by the District for at least ten (10) years. Such benefits shall terminate upon the retiree's 65th birthday. Failure to file Medicare coverage will result in termination of coverage the last day of the month prior to the retiree's 65th birthday.

The District will contribute an amount, not to exceed the cap that is paid for all active classified employees hired after July 1, 2005, towards the cost of the health and welfare program for those employees who retire between the ages of 55 and 65, and who have been employed by the District for at least fifteen (15) years. Such benefits shall terminate upon the retiree's 65th birthday. Failure to file Medicare coverage will result in termination of coverage the last day of the month prior to the retiree's 65th birthday.

The District will contribute an amount, not to exceed the cap that is paid for all active classified employees hired after July 1, 2008, towards the cost of the health and welfare program for those employees who retire between the ages of 55 and 65, and who have been employed by the District for at least twenty (20) years. Such benefits shall terminate upon the retiree's 65th birthday. Failure to file Medicare coverage will result in termination of coverage the last day of the month prior to the retiree's 65th birthday.

The District will pay a one-time \$1,500 bonus for employees retiring with a minimum 90-day prior notice. Retirees must have a minimum of 10-years of service in the District to receive this bonus.

The District will pay a one-time \$2,500 bonus for employees retiring with a minimum 90-day prior notice. Retirees must have a minimum of 20-years of service in the District to receive this bonus.

The District will pay a one-time \$3,500 bonus for employees retiring with a minimum 90-day prior notice. Retirees must have a minimum of 30-years of service in the District to receive this bonus.

CHAPTER XI

ARTICLE 1

VACATION AND HOLIDAYS

A. Vacation

1. All employees, except hourly employees and student employees, earn vacation at the rate of 5/6 of a working day (.833 x 12 months = **10 days** for full-time employees) for each calendar month of service or major fraction thereof.
2. After **five** years of continued service, an employee earns paid vacation at the rate of 1.25 days (**15-days** per year for full-time employees) working days for each calendar month of service.
3. After **ten** years of continued service, an employee earns paid vacation at the rate of 1.5 days (**18 days** per year for full-time employees) for each calendar month of service beginning in the month of the anniversary date of the employee.
4. After **fifteen** years of continued years of service, an employee earns paid vacation at the rate of 1.67 days (**20 days** per year for twelve month employees) for each calendar month of service beginning in the month of the anniversary date of the employee.
5. After **twenty** years of continued years of service, an employee earns paid vacation at the rate of 1.833 days (**22 days** per year for twelve month employees) for each calendar month of service beginning in the month of the anniversary date of the employee.
6. Days of vacation will be earned in accordance with California Education Code language.
7. All vacations shall be taken during the fiscal year as approved by the Superintendent or his designee. Most vacations are scheduled when school is not in session, i.e. Fall, Winter, and Spring breaks, and at the conclusion o summer school. Vacations will not be granted for the two-week period before the starts of school.
8. In arranging the schedule of vacations an attempt will be made to provide a time suitable to the individual, but the needs of the work to be performed for the District will receive first consideration.
9. Employees who serve ten (10) months during the school-year earn vacation at the same rate as other classified employees. They must take this vacation during the winter and spring holidays. If time in addition to earned vacation is taken, it will be deducted from the employee's pay for the final pay period of the month.
10. Vacation allowance is exclusive of Saturdays, Sundays, and approved holidays. If a holiday falls within a scheduled vacation period, the holiday is not counted as a day of vacation.

11. Earned vacation is not cumulative. A maximum of five (5) vacation days may be carried over from one fiscal year to another. Vacation days in excess of five (5) days will be lost, and shall be deleted from the employee's vacation account without compensation of any kind. Scheduled and approved vacation shall not be subsequently denied by management, except in emergency situations created by unanticipated business necessity. However, if a scheduled and approved vacation is subsequently denied by management, the employee will be entitled to carry over the amount denied.
12. In case of termination or authorized leave of absence, an employee will be paid for any unused vacation due him/her.

B. Holidays

1. Fourteen holidays are to be specified in the District calendar, which is adopted each year by the Board of Trustees.
2. The holiday must fall on a day of the regular work assignment for a part-time employee to be entitled to holiday pay.
3. An employee must be in paid status the day before or the day after a holiday to receive pay for the holiday.

CHAPTER XII

ARTICLE 1

SAVINGS

If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 2

PROVISIONS IN AGREEMENT

1. It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures where they are in conflict and over State Law to the extent permitted by State Law and that in the absence of specific provisions in this agreement, such practices and procedures are discretionary with the District.
2. During the term of this agreement, should the certificated bargaining unit attain a board approved agreement that results in a total compensation increase that exceeds the percentage increase provided to the members of the CSEA Chapter #726 bargaining unit, the District agrees to reconvene bargaining upon request by CSEA within 30 days of board action.

CHAPTER XIII

ARTICLE 1

TERM OF AGREEMENT

The ASSOCIATION and the DISTRICT agree that the term of the contract will be from July 1, 2018-June 30, 2021. There will be two re-openers for the District and two for CSEA for 2019-2020 and 2020-2021.

APPENDIX I

CENTRAL UNION HIGH SCHOOL DISTRICT

Administrative Office

351 Ross Avenue

El Centro, CA 92243

(760) 352-1865 Fax

(760) 336-4500

FORM A

MANAGER/SUPERVISOR CHECKLIST

(INSTRUCTIONS TO MANAGER/SUPERVISOR: Please indicate with an "X" as appropriate.)

<u>QUESTIONS</u>	<u>YES</u>	<u>NO</u>
1. Smell of alcohol on breath or person?	_____	_____
2. Slurred speech?	_____	_____
3. Disorientation: is employee confused about - Where he or she is? What day it is? What time it is?	_____ _____ _____	_____ _____ _____
4. Lack of motor coordination?	_____	_____
5. Mood: Belligerent? Moody? Ecstatic?	_____ _____ _____	_____ _____ _____
6. Skin color: Pale? Flushed?	_____ _____	_____ _____
7. Excessive perspiration?	_____	_____
8. Excessive trips to rest room?	_____	_____
9. Bloodshot eyes?	_____	_____
10. Dilated pupils?	_____	_____
11. Traces of alcohol in any containers?	_____	_____
12. Confession of employee that he or she was drinking alcohol or ingesting drugs?	_____	_____
13. Report or confession of other employees?	_____	_____
14. Traces of drugs?	_____	_____
15. Traces of drug paraphernalia?	_____	_____

**CENTRAL UNION HIGH SCHOOL DISTRICT
MANAGER/SUPERVISOR CHECKLIST**

YES

NO

- | | | |
|---|-------|-------|
| 16. Smell of marijuana? | _____ | _____ |
| 17. Congregation of employees in remote areas of the District's facilities or in areas where employees usually do not frequent? | _____ | _____ |
| 18. Weariness, fatigue or exhaustion? | _____ | _____ |
| 19. Deteriorating physical appearance? | _____ | _____ |
| 20. Yawning excessively? | _____ | _____ |
| 21. Blank stare or expression? | _____ | _____ |
| 22. Sunglasses worn at inappropriate times? | _____ | _____ |
| 23. Changes in appearances after lunch or break? | _____ | _____ |
| 24. Withdrawing and avoiding peers? | _____ | _____ |
| 25. Complaints from co-workers? | _____ | _____ |
| 26. Excessive absenteeism, especially Mondays, Friday and days before or after holidays? | _____ | _____ |
| 27. Unauthorized or unscheduled absences? | _____ | _____ |
| 28. Unusually high number or incidence of colds, flu, upset stomachs and headaches? | _____ | _____ |
| 29. Prolonged lunch hours? | _____ | _____ |
| 30. Tardiness? | _____ | _____ |
| 31. Unexplained departures from work or disappearances from the job area? | _____ | _____ |
| 32. More than average number of job-related mistakes, injuries or accidents? | _____ | _____ |
| 33. Decrease in efficiency or productivity? | _____ | _____ |

Signature of Manager or Supervisor

Date

APPENDIX II

**CENTRAL UNION HIGH SCHOOL DISTRICT
OBSERVED CLASSIFIED HOLIDAYS**

July 4th	Independence Day
1 st Monday in September	Labor Day
November 11 th	Veteran's Day
4 th Thursday & Friday in November	Thanksgiving Day and Day After Thanksgiving Day
December 24 th and 25 th	Christmas Eve and Christmas Day
December 31 st and January 1 st	New Year's Eve and New Year's Day
3 rd Monday in January	Martin Luther King Jr. Day
2 nd Monday in February	Abraham Lincoln's Birthday
3 rd Monday in February	George Washington's Birthday
Friday before Easter	Good Friday
Last Monday in May	Memorial Day

The fourteen holidays are to be specified in the District calendar, which is adopted each year by the Board of Trustees.

The holiday must fall on a day of the regular work assignment for a part-time employee to be entitled to holiday pay.

An employee must be in paid status the day before or the day after a holiday to receive pay for the holiday.

APPENDIX III

**CENTRAL UNION HIGH SCHOOL DISTRICT
CLASSIFICATION RANGE SCHEDULE FOR CLASSIFIED PERSONNEL**

Classification 8

Nutrition Services Assistant I

Classification 9

Health Aide

Classification 10

Clerical Assistant I

Computer Repair Assistant I

Nutrition Services Assistant II

Classification 11

Delivery Driver

Classification 12

Bus Attendant

Child Care Assistant I

Clerical Assistant II

Computer Repair Assistant II

Library Assistant

Migrant Student Support Technician

Technology Support Assistant

Classification 13

Child Care Assistant II

Security Guard

Classification 14

ASB/Athletics Clerk

Bus Driver

Bus Driver/Delivery Driver

Bus Driver/Maintenance/Custodian

Child Care Assistant III

Clerical Assistant III

Facilities Custodian

Groundskeeper I

Library/Textbook Clerk

Maintenance/Groundskeeper

Van Driver/Instructional Assistant

Classification 15

Adult Education Testing Clerk

Athletic Equipment Attendant/Custodian

Attendance Clerk

District/Community Liaison

Instructional Assistant – General Classroom

Parenting Teen and Childcare Program Assistant

Reception Clerk

Secondary Testing Clerk

Classification 16

Bus Driver/Service Mechanic Helper

Computer Repair Assistant III

Discipline Clerk

Groundskeeper II

Guidance Clerk

In-House Suspension Supervisor

Instructional Testing Clerk – Bilingual

Lead Custodian

Library Technician I

Library/Textbook Clerk

Nutrition Services Assistant III

Technology Center Aide I

Classification 17

Administrative/Reception Clerk

Instructional Assistant – Special Education

Migrant Program Assistant

Skilled Trades Worker

Classification 18

Accounts Payable Clerk (Account Clerk II)

Accounts Receivable/ Payable Clerk (Account Clerk II)

Assistant Service Mechanic/Bus Driver

Associated Student Body/Student Account Clerk

(Account Clerk II)

English Learner Program Assistant

Guidance and Testing Technician

Library Technician II

Records Secretary

Staff Secretary I – Adult Ed.

Staff Secretary I – Alternative Education

Classification 19

Guidance Support Specialist
Staff Secretary II
Technology Center Aide II

Classification 20

Accounting Specialist
Bus Driver/Trainer/Instructor
Staff Secretary III– Educational Services
Lead Accounts Payable Clerk (Account Clerk III)

Classification 21

Health Specialist I

Classification 22

Service Mechanic
Utilities Trade Technician

Classification 23

Lead Groundskeeper

Classification 24

Payroll Clerk

Classification 28

Payroll/Benefits Clerk

Classification 30

HVAC Master Technician
Maintenance Master Technician

Classification 33

Utility Maintenance Worker IV/HVAC Technician

APPENDIX IV
Classified Salary Schedule
Effective July 1, 2018

Effective: 7/1/2018
 Adopted: 4/9/2019

4.28% Increase over 2017-2018

	A	B	C	D	E	F*	G**	H***	I****	J*****
7	2,472.00	2,589.00	2,727.00	2,857.00	3,000.00	3,158.00	3,313.00	3,481.00	3,653.00	3,821.00
	14.21	14.89	15.68	16.43	17.25	18.16	19.05	20.02	21.01	21.97
8	2,569.00	2,696.00	2,841.00	2,987.00	3,130.00	3,293.00	3,457.00	3,619.00	3,782.00	3,947.00
	14.77	15.50	16.34	17.18	18.00	18.94	19.88	20.81	21.75	22.70
9	2,652.00	2,776.00	2,919.00	3,061.00	3,205.00	3,373.00	3,537.00	3,698.00	3,857.00	4,019.00
	15.25	15.96	16.78	17.60	18.43	19.40	20.34	21.26	22.18	23.11
10	2,744.00	2,868.00	3,023.00	3,171.00	3,326.00	3,498.00	3,671.00	3,846.00	4,019.00	4,192.00
	15.78	16.49	17.38	18.23	19.12	20.11	21.11	22.11	23.11	24.10
11	2,841.00	2,987.00	3,130.00	3,293.00	3,449.00	3,619.00	3,809.00	3,957.00	4,180.00	4,367.00
	16.34	17.18	18.00	18.94	19.83	20.81	21.90	22.75	24.04	25.11
12	2,915.00	3,057.00	3,237.00	3,361.00	3,531.00	3,706.00	3,896.00	4,085.00	4,272.00	4,464.00
	16.76	17.58	18.61	19.33	20.30	21.31	22.40	23.49	24.56	25.67
13	3,000.00	3,158.00	3,304.00	3,480.00	3,656.00	3,838.00	4,028.00	4,219.00	4,409.00	4,603.00
	17.25	18.16	19.00	20.01	21.02	22.07	23.16	24.26	25.35	26.47
14	3,083.00	3,237.00	3,393.00	3,578.00	3,749.00	3,921.00	4,127.00	4,332.00	4,539.00	4,743.00
	17.73	18.61	19.51	20.57	21.56	22.55	23.73	24.91	26.10	27.27
15	3,177.00	3,339.00	3,499.00	3,671.00	3,857.00	4,048.00	4,258.00	4,457.00	4,655.00	4,850.00
	18.27	19.20	20.12	21.11	22.18	23.28	24.48	25.63	26.77	27.89
16	3,268.00	3,429.00	3,585.00	3,762.00	3,964.00	4,165.00	4,369.00	4,579.00	4,792.00	5,004.00
	18.79	19.72	20.61	21.63	22.79	23.95	25.12	26.33	27.55	28.77
17	3,353.00	3,512.00	3,682.00	3,891.00	4,101.00	4,292.00	4,505.00	4,726.00	4,944.00	5,162.00
	19.28	20.19	21.17	22.37	23.58	24.68	25.90	27.17	28.43	29.68
18	3,449.00	3,618.00	3,809.00	3,993.00	4,202.00	4,414.00	4,635.00	4,848.00	5,066.00	5,283.00
	19.83	20.80	21.90	22.96	24.16	25.38	26.65	27.88	29.13	30.38
19	3,529.00	3,706.00	3,900.00	4,101.00	4,292.00	4,506.00	4,732.00	4,956.00	5,179.00	5,403.00
	20.29	21.31	22.43	23.58	24.68	25.91	27.21	28.50	29.78	31.07
20	3,618.00	3,809.00	3,993.00	4,202.00	4,414.00	4,635.00	4,865.00	5,088.00	5,313.00	5,538.00
	20.80	21.90	22.96	24.16	25.38	26.65	27.97	29.26	30.55	31.84
21	3,706.00	3,900.00	4,101.00	4,292.00	4,506.00	4,729.00	4,938.00	5,171.00	5,398.00	5,632.00
	21.31	22.43	23.58	24.68	25.91	27.19	28.39	29.73	31.04	32.38
22	3,802.00	3,992.00	4,184.00	4,401.00	4,627.00	4,844.00	5,088.00	5,329.00	5,570.00	5,809.00
	21.86	22.95	24.06	25.31	26.61	27.85	29.26	30.64	32.03	33.40
23	3,891.00	4,068.00	4,266.00	4,471.00	4,710.00	4,944.00	5,196.00	5,447.00	5,694.00	5,946.00
	22.37	23.39	24.53	25.71	27.08	28.43	29.88	31.32	32.74	34.19
24	3,977.00	4,175.00	4,391.00	4,596.00	4,831.00	5,070.00	5,241.00	5,500.00	5,763.00	6,028.00
	22.87	24.01	25.25	26.43	27.78	29.15	30.14	31.63	33.14	34.66
25	4,048.00	4,259.00	4,462.00	4,697.00	4,923.00	5,172.00	5,430.00	5,689.00	5,949.00	6,207.00
	23.28	24.49	25.66	27.01	28.31	29.74	31.22	32.71	34.21	35.69

Effective: 7/1/2018
 Adopted: 4/9/2019

4.28% Increase over 2017-2018

	A	B	C	D	E	F*	G**	H***	I****	J*****
26	4,150.00	4,359.00	4,571.00	4,818.00	5,046.00	5,294.00	5,569.00	5,842.00	6,112.00	6,386.00
	23.86	25.06	26.28	27.70	29.02	30.44	32.02	33.59	35.14	36.72
27	4,221.00	4,432.00	4,657.00	4,890.00	5,126.00	5,389.00	5,622.00	5,935.00	6,247.00	6,558.00
	24.27	25.48	26.78	28.12	29.48	30.99	32.33	34.13	35.92	37.71
28	4,318.00	4,539.00	4,772.00	4,998.00	5,260.00	5,512.00	5,792.00	6,065.00	6,341.00	6,615.00
	24.83	26.10	27.44	28.74	30.25	31.69	33.30	34.87	36.46	38.04
29	4,414.00	4,635.00	4,856.00	5,092.00	5,363.00	5,639.00	5,920.00	6,201.00	6,482.00	6,762.00
	25.38	26.65	27.92	29.28	30.84	32.42	34.04	35.66	37.27	38.88
30	4,506.00	4,729.00	4,956.00	5,228.00	5,474.00	5,725.00	6,038.00	6,328.00	6,614.00	6,905.00
	25.91	27.19	28.50	30.06	31.48	32.92	34.72	36.39	38.03	39.70
31	4,578.00	4,820.00	5,058.00	5,294.00	5,571.00	5,850.00	6,141.00	6,440.00	6,739.00	7,038.00
	26.32	27.72	29.08	30.44	32.03	33.64	35.31	37.03	38.75	40.47
32	4,672.00	4,916.00	5,160.00	5,405.00	5,673.00	5,964.00	6,269.00	6,564.00	6,861.00	7,158.00
	26.86	28.27	29.67	31.08	32.62	34.29	36.05	37.74	39.45	41.16
33	4,759.00	4,988.00	5,236.00	5,498.00	5,776.00	6,076.00	6,380.00	6,684.00	6,986.00	7,291.00
	27.36	28.68	30.11	31.61	33.21	34.94	36.69	38.43	40.17	41.92

- * ANNIVERSARY INCREMENT - AFTER 9 YEARS OF COMPLETED SERVICE
- ** ANNIVERSARY INCREMENT - AFTER 14 YEARS OF COMPLETED SERVICE
- *** ANNIVERSARY INCREMENT - AFTER 19 YEARS OF COMPLETED SERVICE
- **** ANNIVERSARY INCREMENT - AFTER 24 YEARS OF COMPLETED SERVICE
- ***** ANNIVERSARY INCREMENT - AFTER 29 YEARS OF COMPLETED SERVICE

CLASSIFIED EVALUATION TIMELINES

PERMANENT EMPLOYEES

Dates	Activity	Form
By September 15 th	Supervisor notifies employee they will be evaluated during the current school year and provides forms/job description	Employee's Job Description Self-Assessment Classified Evaluation Rubric
By October 1 st	Employee completes self-assessment and meets with supervisor for pre-conference meeting to discuss self-assessment	Self-Assessment
By December 15 th	Preliminary Evaluation completed and meeting to discuss	Classified Evaluation Form Classified Evaluation Rubric
Between December 15 th and March 15 th	Optional Preliminary Evaluation 2 completed and meeting held	Classified Evaluation Form Classified Evaluation Rubric
Within 60 days of last day of the school year	Meeting held to present and discuss Final Evaluation	Classified Evaluation Form Classified Evaluation Rubric
Within 10 days of final evaluation date	Optional response from employee to be attached to evaluation for placement in personnel file	
Within 20 days of final evaluation date	Original Classified Evaluation Form and response from employee, if any, sent to Human Resources for filing in employee's personnel file	Classified Evaluation Form

PROBATIONARY EMPLOYEES

Dates	Activity	Form
Within first five months of employment in position	Preliminary Evaluation completed and meeting to discuss	Classified Evaluation Form Classified Evaluation Rubric
As needed between months 5 and 11	Preliminary Evaluation 2 completed and meeting to discuss	Classified Evaluation Form Classified Evaluation Rubric
During 11 th month of service in position	Meeting held to present and discuss Final Evaluation	Classified Evaluation Form Classified Evaluation Rubric
Within 10 days of final evaluation date	Optional response from employee to be attached to evaluation for placement in personnel file	
Within 20 days of final evaluation date	Original Classified Evaluation Form and response, if any, sent to Human Resources for filing in employee's personnel file	Classified Evaluation Form

Central Union High School District Classified Evaluation Rubric

<u>Job Standard</u>	<u>Distinguished</u>	<u>Proficient</u>	<u>Basic</u>	<u>Unsatisfactory</u>
1) Dependability/ Attendance & Promptness	<ul style="list-style-type: none"> * Misses no more than 2 days of scheduled workdays, excluding school related and protected leave** * Follows proper procedures when absence is anticipated * Always completes tasks and meets deadlines, sometimes in advance of schedule * Initiates communication with supervisor re: status of ongoing or unfinished projects 	<ul style="list-style-type: none"> * Misses no more than 4 days of scheduled workdays, excluding school related and protected leave** * Prepared to start work on time * Follows proper procedures to report absence or tardiness * Consistently completes tasks and meets deadlines 	<ul style="list-style-type: none"> * Misses no more than 6 days of scheduled workdays, excluding school related and protected leave** * Arrives to work on time * Follows proper procedures to report absence or tardiness * Completes tasks on time * Occasionally absent without proper notification. 	<ul style="list-style-type: none"> * Misses 7 or more days of scheduled workdays, excluding school related and protected leave** * Frequently arrives to work late or leaves early. * Fails to follow proper procedure to report absence or tardiness * Assigned tasks/projects are late or incomplete
2) Professionalism <ul style="list-style-type: none"> * Flexible * Respectful * Cooperative * Customer service 	<ul style="list-style-type: none"> * Anticipates schedule changes and adjusts activities accordingly * Independently identifies where assistance is needed and provides it * Always treats all people with respect and civility, values diversity, and resolves conflicts professionally 	<ul style="list-style-type: none"> * Volunteers for unanticipated assignments within classification * Engages in unplanned activities when scheduled is unexpectedly open * Usually treats all people with respect and civility, values diversity, and resolves conflicts professionally 	<ul style="list-style-type: none"> * When given direction accepts unanticipated scheduled assignment within classification * Upon request will assist students, co-workers and supervisors * Treats all people with respect and civility, values diversity, and resolves conflicts professionally 	<ul style="list-style-type: none"> * Is unavailable for reassignment when schedule is unexpectedly open * Refuses or argues about reassignment * Displays negative attitude toward assisting others * Treatment of others lacks civility, fails to value diversity, and promotes rather than resolves conflict
3) Initiative <ul style="list-style-type: none"> * Self-motivated * Resourceful * Independent 	<ul style="list-style-type: none"> * Responds confidently to the demands of work when confronted with change adversity and other challenges. * Recommends and initiates new ideas and assists where needed * Suggests solutions and ideas to supervisor/administration * Refers to resources to improve job performance 	<ul style="list-style-type: none"> * Readily adapts to changes in job duties within classification. * Accepts suggestions and takes steps to implement changes in responsibilities, methods and procedures. * Demonstrates flexibility in order to accommodate special circumstances. * Asks questions to improve job performance or secure resources 	<ul style="list-style-type: none"> * Adapts to changes in job duties within classification or accepts suggestions to implement changes in responsibilities, methods and procedures. * Demonstrates flexibility in order to accommodate special circumstances. * Makes improvements only when directed 	<ul style="list-style-type: none"> * Changes in job duties within classification met with resistance; suggestions to implement changes in responsibilities, methods and procedures. * Carries out tasks half-heartedly or reluctantly * Disregards supervisor's suggestions or requires continual monitoring
4) Judgment <ul style="list-style-type: none"> * Discretion * Confidentiality 	<ul style="list-style-type: none"> * Models discretion and reliably safeguards confidential and privileged information and reminds others to do the same. * Protects confidentiality of student/family/colleague/other * Always seeks out information related to law or school policy and rules * Reports violations of law or school policy and rules to administration in a timely manner 	<ul style="list-style-type: none"> * Regularly exercises, discretion and safeguards confidential and privileged information. * Implements all school and district guidelines for confidentiality * Reports violations of law or school policy and rules to administration in a timely manner 	<ul style="list-style-type: none"> * Exercises discretion, reliably safeguards confidential and privileged information. * Practices confidentiality by implementing school/district 'need to know' guidelines * Reports violations of law or school policy and rules to administration in a timely manner 	<ul style="list-style-type: none"> * Discretion is not exercised. * Confidential and privileged information fails to be safeguarded. * Indiscreet disclosure of personal information * Ignores violations of law or school policy and rules

Job Standard	Distinguished	Proficient	Basic	Unsatisfactory
5) Follows chain of command when communicating with coworkers, teachers, other professional staff and administration.	<ul style="list-style-type: none"> * Differentiates between decisions that need administrator approval from those that are within the employee's role * Initiates and responds to contact with supervising teacher or others by written or oral means * Volunteers to assist others in record keeping or reporting tasks 	<ul style="list-style-type: none"> * Appropriately seeks out direction from supervisor * Independently completes forms/tasks and reports accurately * Responds to all requests for information in a timely manner 	<ul style="list-style-type: none"> * Follows supervisor's directions * With supervision, can complete forms/tasks required by district in a timely manner * Responds to written or verbal requests for information 	<ul style="list-style-type: none"> * Disregards supervisor's directions * Incomplete or late with form/task completion * Ignores requests by supervisors or others for written or verbal information
6) Teamwork * Builds rapport * Collaboration * Interpersonal skills	<ul style="list-style-type: none"> * Actively looks for opportunities to collaborate with co-workers, administration, students and community members * Demonstrates excellent interpersonal skills which include verbal and non-verbal communication * Always, encourages rapport and collaboration between coworkers 	<ul style="list-style-type: none"> * Works well with others, including coworkers, administration, students and community members * Fosters rapport, demonstrates interpersonal skills which include verbal and non-verbal communication and has the ability to work well with others 	<ul style="list-style-type: none"> * Cooperates with co-workers, administration, students and community members * Demonstrates interpersonal skills which include verbal and non-verbal communication 	<ul style="list-style-type: none"> * Does not work well with others * Uses negative tone of voice, inappropriate volume and pitch when speaking * Makes demeaning, critical or condescending remarks
7) Job Knowledge * Comprehension * Implementation of policies and procedures	<ul style="list-style-type: none"> * Actively inquires about, comprehends and implements building and department policies, procedures, work rules, and safety practices. * Ample knowledge and skills to perform job * Understands all phases of work with no supervision required 	<ul style="list-style-type: none"> * Understands and follows policies, procedures, work rules, and safety practices * Sufficient knowledge and skills to perform job * Understands all phases of work with little or no supervision 	<ul style="list-style-type: none"> * Understands policies, procedures, work rules, and safety practices, but does not routinely follow or understand them without input from supervisor. * Knowledge and skills to perform job at a basic level * Understands instruction & explanation and requires little supervision 	<ul style="list-style-type: none"> * Many department or building policies, procedures, work rules, and safety practices are not followed. * Lacks knowledge and skills to perform job at a basic level * Requires constant instruction, explanation and supervision
8) Quality and Quantity of Work	<ul style="list-style-type: none"> * Always produces work of high quality, exceeding expectations for accuracy and detail. * Seeks other tasks when assigned work is completed. * Skillfully uses technology and supplies to produce work of exceptional quality. 	<ul style="list-style-type: none"> * Usually produces work that meets quality expectations for neatness and accuracy. * Usually accomplishes more than assigned work * Proficiently uses technology and supplies to produce quality work 	<ul style="list-style-type: none"> * Produces work that meets quality expectations for neatness and accuracy. * Work occasionally needs to be redone. * Occasionally needs reminders to complete assigned tasks. * Uses technology and supplies to produce quality work 	<ul style="list-style-type: none"> * Work produced is of unacceptable quality. * Tasks are not completed, and are rarely accomplished without close supervision. * Quality of work undermines the efficient achievement of goals and objectives. * Wastes time and supplies.
9) Professional Growth * Attends training * Seeks knowledge to improve skill set	<ul style="list-style-type: none"> * Seeks and attends training and information and implements and trains others of knowledge gained to improve job performance * Furthers education through college courses or conferences * Exhibits interest in expanding skill set for the job 	<ul style="list-style-type: none"> * Attends most training offered by district or school and implements knowledge gained * Demonstrates interest in expanding skill set for the job 	<ul style="list-style-type: none"> * Attends training as required by administration * Little interest in expanding skills beyond basics needed for the job 	<ul style="list-style-type: none"> * Does not attend training or other in-service opportunities to improve knowledge of job duties
10) Dress & Grooming	<ul style="list-style-type: none"> * Always models professional demeanor and language to include dress/uniform, grooming. 	<ul style="list-style-type: none"> * Usually exhibits professional demeanor appropriate to position, to include dress/uniform, grooming, hygiene, and language. 	<ul style="list-style-type: none"> * Exhibits professional demeanor appropriate to position, including dress/uniform, grooming, hygiene, and language. 	<ul style="list-style-type: none"> * Lacks appropriate and professional demeanor including dress/uniform, grooming, hygiene and language.

CENTRAL UNION HIGH SCHOOL DISTRICT

Classified Evaluation Form

Employee: _____ Position Title: _____
 Evaluator: _____ Site/Department: _____
 Pre-conference Date: _____

Performance Criteria

(Please see Classified Evaluation Rubric)

Performance standards are either expressed or implied as an integral part of job descriptions / responsibilities.

Performance Level

(Please check appropriate box)

- 4 = Distinguished
- 3 = Proficient
- 2 = Basic
- 1 = Unsatisfactory

	Preliminary Evaluation	Preliminary Evaluation 2	Final Evaluation
	Date: _____	Date: _____ (Optional)*	Date: _____
1. Dependability Demonstrates commitment to demands of the job; meets deadlines and has good attendance	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2. Professionalism Demonstrates flexibility, respectfulness, cooperativeness, & customer service	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. Initiative Demonstrates self-motivation, resourcefulness; independence	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4. Judgement Demonstrates discretion, and confidentiality	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. Follow Chain of Command Employee understands individual role and district procedures	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6. Teamwork Builds rapport, communicates and works well with others	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7. Job knowledge Exhibits comprehension of job duties and policies and procedures	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. Quality and Quantity Produces work of high quality with thoroughness and accuracy	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9. Professional Growth Seeks to improve knowledge through training and research	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
10. Dress and Grooming Appropriately dressed for job assignment	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 2 3 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Overall Evaluation (Overall Average)	0.00	0.00	0.0

* With agreement of both the unit member and the evaluator, the Preliminary Evaluation 2 may be waived in case of obvious satisfactory performance by permanent unit members.

**CENTRAL UNION HIGH SCHOOL DISTRICT
Classified Evaluation Form (Continued)**

Name of Employee: _____

Evaluation of goals from the start of the school year:

Evaluator's Comments:

Employee Comments:

Evaluator must sign before this evaluation is presented to the employee.

Signature of Evaluator

Date

The employee's signature indicates only that he / she has seen this evaluation and does not indicate agreement or disagreement with the evaluation.

Signature of Employee

Date

SIGNATORY PAGE

CALIFORNIA SCHOOL EMPLOYEES'

ASSOCIATION CHAPTER #726

[Signature]

[Signature]

Veronica Quintero

[Signature]

CENTRAL UNION HIGH SCHOOL

[Signature]

[Signature]

Carol Moreno

Shari Hunt

Date: September 25, 2018