CONEJO VALLEY UNIFIED SCHOOL DISTRICT

PERSONNEL COMMISSION

MERIT SYSTEM RULES

FOR THE

CLASSIFIED SERVICE

adopted 7/10/84
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ARTICLE I

POLICY STATEMENT

The Personnel Commission of the Conejo Valley Unified School District was established in 1974 upon unification of the Timber School District, Valley Oaks School District and Oxnard Union High School District. Prior to unification, the Timber School District and the Valley Oaks School District operated under separate merit systems. Upon unification in 1974, one Personnel Commission was established to operate the merit system for the Conejo Valley Unified School District.

THE PERSONNEL COMMISSION shall adopt and maintain the general supervision over the administration of the Classified Merit System in accordance with Division 3, Chapter 5, Article 6 of the California Education Code.

It shall actively promote the understanding of the Classified Merit System to both classified and certificated employees, the Governing Board, and the public, in order that the rights of the classified service are respected and accepted.

Through administration of the Classified Merit System, the commission shall strive for:

A. Equal treatment for all classified personnel.
B. Protection of individual rights as well as the rights of the classified service, pursuant to rules and regulations adopted for the classified service.
C. Maintenance of a high level of morale within the classified service.
D. Maintenance of harmonious relationships with the governing board.

The commission shall have jurisdiction over and the responsibility over the following activities:

A. Establishment of the general policy governing the administration of the Classified Merit System.
B. Adoption of the necessary rules for the administration of a comprehensive merit system.
C. Appointment of the Director of Classified Personnel and his/her staff.
D. Development and adoption of an annual budget for the commission.
E. Development and maintenance of the district's classification and compensation plan, recruitment, examination and selection program and personnel assignment policies.
F. Development of the procedures for the hearing of classified personnel appeals.
G. Review of district personnel operations.
H. Establishment and maintenance of the service records of each employee, including name, title, organization unit, salary, changes in status, service rating, and such other personnel information as may be considered pertinent.
ARTICLE II

GENERAL DEFINITIONS

Unless otherwise required by context and/or prevailing law, words used in these rules are understood to have the following meanings:

ACCELERATED HIRING RATE: An initial hiring rate at other than the beginning step of the schedule for the class, which rate must be specifically authorized by the Commission for the particular class. Such rates are based upon anticipated or actual recruitment difficulties.

ADJUSTMENT PROCEDURE: Provisions for the hearing and adjustment of employee grievances.

ALLOCATION: The assignment of a class to a salary schedule or rate.

ANNIVERSARY DATE: The date upon which an employee completes a year of service in a classification.

APPEAL: A protest by an employee regarding an administrative action actually or potentially detrimental to him/her.

APPLICANT: a person who has filed an application to take a merit system examination.

APPOINTMENT: The official act of the appointing power in approving the employment of a person in a specific position.

ARMED FORCES: The United States Air Force, Army, Navy, Marine Corps, or Coast Guard.

ASSIGNMENT: Placement of an appointee in a position. Also, the position in which he/she is placed.

BEREAVEMENT LEAVE: Paid leave of limited duration granted to an employee upon the death of an immediate member of the family.

BOARD: The Board of Education of the district.

BREAK IN SERVICE: Severance of an individual's employment relationship with the District. The break in service may be cancelled by subsequent reemployment or reinstatement within 39 months.

BUMPING RIGHTS: The right of an employee, under certain conditions, to displace an employee with less seniority in a class.

CANDIDATE: A person who has taken one or more portions of a merit system examination.

CERTIFICATED SERVICE: All employees required by law to possess credentials issued by the State Department of Education and the positions which are limited to those who possess such credentials.

CERTIFICATION: The submission of the names of eligibles, who may be legally appointed from an employment list, to the appointing power who will select an eligible.
CHANGE IN LOCATION: The reassignment of an employee from one position to another position in the same class, but in a different administrative unit.

CLASS: A category into which one or more positions may be placed, thus giving them the same title, salary, entrance qualifications, and tests of fitness.

CLASS DESCRIPTION: A description, approved by the commission, of the nature and level of duties of the positions in a class.

CLASSIFICATION: The act of placing a position in a class.

CLASSIFIED SERVICE: All positions and employees in the district's service to which the merit system provisions of the California Education Code apply and which are not excepted by those provisions.

COMMISSION: The three-member Personnel Commission of the district established pursuant to the merit system provisions of the Education Code.

CONCURRENT ASSIGNMENT: The short-term assignment of two regular incumbents to the same position at the same time, for the purpose of giving a successor an opportunity to obtain on-the-job orientation from an incumbent who is leaving.

DAY: The period of time between any midnight and the midnight following.

DEMOTION: A change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.

DIFFERENTIAL: Salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, or night work. Also, the size of the interval between salary schedules or rates of related classes.

DIRECTOR: The Director of Classified Personnel for the district.

DISCHARGE or DISMISSAL: Separation from service for cause in accordance with commission rules. Requires action by the Board.

DISTRICT: The Conejo Valley Unified School District.

DUAL CERTIFICATION: A procedure authorized by the commission under specific conditions, which provides for simultaneous certification from an open eligibility list and a promotional eligibility list according to examination scores.

ELIGIBILITY LIST: A rank order list of the names of persons who have qualified in a merit system examination.

EMPLOYEE: A member of the classified service who is legally an incumbent of a position or who is on authorized leave of absence.

EMPLOYMENT LIST: A list of names from which certification may be made. Includes eligibility lists, reemployment lists, and lists of persons who wish to transfer, change location, demote, be reinstated after resignation, or be restored after voluntary demotion or reduction to limited-term or part-time status.
ENTRANCE QUALIFICATIONS: Mandatory and desirable qualifications for a class established for those who wish to compete in merit system examinations.

EXAMINATION: The process of testing and evaluating the fitness and qualifications of applicants.

EXEMPT SERVICE: Part-time playground positions, full time day students employed part-time, apprentices and professional experts employed on a temporary basis for a specific project.

FIELD OF COMPETITION: Those categories of persons identified by the Personnel Commission as possessing the necessary qualifications to participate in a merit system examination.

FISCAL YEAR: July 1 through June 30.

FULL TIME POSITION: A position for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is equal to or greater than 87 112 percent of the normally assigned time of the majority of employees in the classified service.

GOVERNING BOARD: The Board of Education of the district.

GRIEVANCE: An employee complaint concerning conditions of employment, not including appeals of disciplinary actions or requests for classification study or salary review.

HEARING: Formal review in the presence of the parties involved of evidence in connection with an action affecting an employee, concerning which the employee has filed an appeal.

HEARING OFFICER: A qualified person who may be employed by the commission to hear and make recommendations on appeals from disciplinary actions or grievances.

ILLNESS: Any pronounced deviation from a normal, healthy state which makes it disadvantageous to the district and/or detrimental to the employee for him/her to be at work.

ILLNESS LEAVE: Paid or unpaid leave given to an employee because of personal illness or injury. May also be used for specified personal emergencies of limited duration.

INCUMBENT: An employee assigned to a position and currently serving in or on leave from that position.

INDUSTRIAL ACCIDENT or INDUSTRIAL ILLNESS LEAVE: Absence because of injury or illness which arose out of and in the course of employment with the district.

LAYOFF: Separation from a regular position because of lack of work or lack of funds, or because the position has been abolished or reclassified, or because an employee has exhausted all leave privileges after illness or accident.

LEAVE OF ABSENCE: An approved absence from duty, with or without pay, for a prescribed period of time from a class, but not necessarily from a specific position within the class.

LIMITED TERM: A term used in the Education Code to designate employment for periods not to exceed six months, or employment during the authorized absence of a permanent employee.
LIMITED-TERM EMPLOYEE: An employee who is serving in a provisional appointment, or as a substitute for a regular employee, or in a position established for a limited period of six months or less.

LONGEVITY PAY: Compensation schedule of step increases approved for permanent classified employees with lengthy service in the district.

LOYALTY OATH: A statement required of each new employee concerning his/her support of the United States and California Constitutions, required by state law and local Board rule.

MERGING: The act of combining two or more eligibility lists for the same class, established not more than one year apart, in order of the scores of eligibles. Each individual's eligibility list within a merged list expires one year after its promulgation.

MERIT SYSTEM: A personnel system in which comparative merit and fitness govern each individual's selection and progress in the service as prescribed by the Education Code of California.

MILITARY LEAVE: Authorized absence to engage in ordered military duty.

NOTICE OF UNSATISFACTORY SERVICE: A form prescribed by the commission as a means of written reprimand.

OPEN EXAMINATION: An examination which is not restricted to persons who are current permanent employees of the district.

OVERTIME: Authorized time worked by an employee in excess of 8 hours in a day or 40 hours a calendar week.

PART-TIME POSITION: A position for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is less than 87 1/2 percent of the normally assigned time of the majority of employees in the classified service.

PERFORMANCE EVALUATION: An evaluation of the work performed by an employee.

PERMANENT EMPLOYEE: In reference to the district's employment status, an employee who has completed a period of 6 months or 130 days of paid regular service in the classified service. In reference to employment status in a specific class, an employee who has completed a probationary period for that class.

PERMANENT POSITION: A position established for a continuing and indefinite or unlimited period of time or for a fixed period in excess of 6 months or 130 days of paid service.

PERSONAL NECESSITY LEAVE: Leave which may be taken for reasons of personal necessity as specified in the Education Code and Commission rules. Such leave is charged to the employee's illness leave and is limited to 6 days a school year.

POSITION: A group of duties and responsibilities assigned by competent authority required the full or part-time employment of one person. A position can only be established by the board.

PROBATIONARY PERIOD: The designated period before an employee becomes permanent.
PROFESSIONAL EXPERT: A person employed in a professional capacity for a specific limited-term project; such persons are excluded from the classified service.

PROMOTION: A change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

PROMOTIONAL LIST: An eligibility list resulting from a promotional examination limited to qualified permanent employees of the district.

PROVISIONAL APPOINTMENT: A temporary appointment to a permanent or limited-term position made in the absence of an appropriate eligibility list.

PROVISIONAL EMPLOYEE: A person employed under a provisional appointment.

QUALIFICATION APPRAISAL: Part of the selection process, usually the final portion of an examination, for the purpose of evaluating education, experience, and personal qualifications of the candidates. Also known as oral interview.

REALLOCATION: Movement of entire class from one salary schedule or hourly rate to another salary schedule or hourly rate.

RECLASSIFICATION: The removal of a position or positions from one class and placement into another.

REEMPLOYMENT: Return to duty of an employee who has been laid off. Also applies to employees who return to duty for reemployment without retirement.

REEMPLOYMENT LIST: A list of names of persons who have been laid off from permanent positions who are eligible for reemployment without examination.

REGULAR APPOINTMENT: An appointment made from an eligibility list to fill a regular full time or part-time position vacancy.

REINSTATEMENT: A reappointment after resignation within 39 months after the employee's last day of paid service. Also refers to a return to work after appeal from disciplinary action when so ordered by the commission.

RELIEF EMPLOYEE: A person hired to fill a relief position.

RELIEF POSITION: A limited-term position of not more than six months duration which augments the number of regular positions in a given organizational unit.

RESIGNATION: A voluntary statement, preferably in writing, from an employee that he/she wishes to terminate one or all of his/her assignments.

RESTRICTED POSITION: Positions whose incumbents must be from low income groups, impoverished areas or other designated areas and who are not entitled to employment permanency other than in the restricted position.
RETURN TO FORMER CLASS: A reappointment to a former class within 39 months of a demotion or transfer/promotion.

SALARY RATE: A specific amount of money paid for a specified period of service; i.e., dollars per hour, pay period, or month.

SALARY SCHEDULE: A series of salary ranges and steps that comprise the rates of pay for a classification.

SALARY SURVEY: The collection of current wage and salary data to determine the prevailing wage for benchmark classifications. Also, the report of such data.

SCHOOL YEAR: Same as fiscal year (July 1 through June 30).

SELECTION INTERVIEW: The meeting between an eligible and an appointing power in order to discuss appointment to a specific vacancy.

SENIORITY: Status secured by hours worked in the class and higher classes.

SEPARATION: The ending of all status as an employee.

SHIFT DIFFERENTIAL: Additional pay for night work, or other extraordinary schedule.

STEP ADVANCEMENT: Movement to a higher step on the salary schedule.

SUBSTITUTE EMPLOYEE: An employee temporarily occupying a regular position during the absence of the incumbent.

SUSPENSION: An enforced absence of an employee with or without pay for disciplinary purposes or pending investigation of charges made against him/her.

TEMPORARY EMPLOYEE: Limited-term employee. Also used to denote a provisional employee.

TERMINATION: The ending of an incumbent's assignment in a specific class.

TRANSFER: The reassignment of an employee without examination from one position in a class to a position in the same class or related class with the same salary schedule or hourly rate.

UNSATISFACTORY SERVICE: The performance of assigned duties and responsibilities in a manner which is detrimental to the good of the service, or the failure to perform them adequately; or the performance of actions detrimental to the good of the service while on duty.

VETERANS' CREDIT: Five or ten additional points, added to a passing score in open or promotional examinations, for military or related service rendered during time of war or national emergency.

WORKDAY: That part of a 24-hour period during which an employee is scheduled to work in accordance with his/her specific assignment.
WORKING DAY: Any day for which an individual employee receives compensation, regardless of the number of hours in a day for which compensation is received, with the following two exceptions:

✓ A work shift that begins in one day and ends in the succeeding day shall be considered 1 working day.
✓ A calendar day for which only overtime compensation is received shall not be considered a working day.

WORK WEEK: 40 hours usually served in 5 consecutive days.

Y-RATE: A frozen salary rate above the established range for a class.
ARTICLE III
THE PERSONNEL COMMISSION AND STAFF

3.1 THE PERSONNEL COMMISSION

The commission shall be composed of three members and shall be appointed in the manner prescribed by E.C. 45245, 45246, and 45247. (E.C. 45243)

3.2 QUALIFICATIONS FOR MEMBERSHIP ON PERSONNEL COMMISSION

To be eligible for appointment or reappointment to the commission a person shall (a) be a registered voter and resident within the territorial jurisdiction of the district and (b) be a known adherent to the principle of the merit system.

"Known adherent to the principle of the merit system," with respect to a new appointee, shall mean a person who by the nature of his/her prior public or private service has given evidence that he/she supports the concept of employment, continuance in employment, in service promotional opportunities, and other related matters on the basis of merit and fitness.

"Known adherent to the principle of the merit system," with respect to a candidate for reappointment, shall mean a commissioner who has clearly demonstrated through meeting attendance and actions that he/she does, in fact, support the merit system and its operation.

No member of the governing board of any school district or a county board of education shall be eligible for appointment, reappointment, or continuance as a member of the commission. During his/her term of service, a member of the commission shall not be an employee of the district. (E.C. 45244)

3.3 APPOINTMENT OF PERSONNEL COMMISSION

One member of the commission shall be appointed by the governing board of the district and one member nominated by the classified employees of the district shall be appointed by the governing board of the district. Those two members, in turn, shall appoint the third member.

As used in this section, “classified employees" shall mean an organization of classified employees which represents the greatest number of classified employees of the district as determined by the board exercising its authority under Section 7110 of the Education Code. If there is no such organization existing within the district the board shall, by written rule, prescribe the method by which the recommendation is to be made by its classified employees. (E.C. 45245)

3.4 ANNOUNCEMENT OF RECOMMENDED APPOINTEES

When a vacancy will exist on December 1, by not later than September 30, the governing board shall publicly announce the name of the person it intends to appoint or reappoint if the vacancy is its appointee. If the vacancy is the third member on the commission, the appointee of the governing board and the appointee of the classified employees shall publicly announce the name of the person they intend to appoint.

When a vacancy is the position nominated by the classified employees, the classified employees shall submit the name of its nominee to the governing board at least 30 days prior to the date on which the vacancy will occur and the governing board shall appoint that nominee to be effective on the date on which the vacancy would occur. If the classified employees voluntarily withdraw the name of the nominee and submit the name of a new nominee, then the board shall appoint the new nominee.
In the event a vacancy exists because of a failure of the classified employees to agree on a nominee, the board may make an emergency interim appointment under rule 3.6 C and D.

At a board meeting to be held after 30 and within 45 days of the announcement of the board's nominee, the governing board in open hearing shall provide the public and employees and employee organizations the opportunity to express their views on the qualifications of the person recommended for appointment. The board may, for its direct appointment to the commission, after the open hearing, make a substitute recommendation or appointment without further notification or public hearing. (E.C. 45246, 45248)

3.5 TERMS OF OFFICE

Terms shall be for three years commencing at noon the first day of December. The commission may perform any act authorized or required by law when two members have been appointed. (E.C. 45247)

3.6 INTERIM APPOINTMENTS

In the event of a vacancy on the commission, the board at the request of the director shall declare that an emergency exists and shall make an interim appointment to fill a vacancy to insure the continuance of the functions of the commission.

A. Appointment to vacancies occurring subsequent to the initial appointment shall be made by the original appointing authority, either for a new full term or to fill an unexpired term.

B. If there is no personnel director, the board may, nevertheless, make an emergency interim appointment.

C. An interim appointee must meet the requirements of Education Code Section 45244 and be free of the restrictions contained therein and the appointment shall be valid for not more than 60 days.

D. An interim appointment shall terminate immediately on the date the notification of permanent appointment is received by the appointee. Notification shall be made upon selection of the appointing authority of a new appointee.

3.7 EXPENSES OF THE COMMISSION

The expenses of the commission shall be paid out of the general fund of the district.

3.8 ANNUAL BUDGET OF THE COMMISSION

The commission shall prepare an annual budget for its own office which, upon the approval of the County Superintendent of Schools, shall be included by the board in the regular budget of the district. The annual budget of the commission may include amounts for the purposes of staff training.

The budget shall be prepared for a public hearing by the commission to be held no later than May 30 of each year.

The commission shall forward a copy of its proposed budget to the board indicating the time, date and place for the public hearing of the budget and shall invite board and district administration representatives to attend and represent their views. The commission shall fully consider the views of the board prior to adoption of its proposed budget.

The commission shall then forward its proposed budget to the County Superintendent of Schools for action.

If the County Superintendent of Schools proposes to reject the budget as submitted by the commission, he/she shall, within 30 days after the commission's submission of the budget, hold a public hearing on the proposed rejection within the district. He/she shall have informed both the commission and the board of the date, time and place of the hearing. He/she may after such public hearing either reject, or, with the concurrence of the commission, amend the proposed budget.
In the absence of agreement between the commission and the County Superintendent of Schools, the budget of the preceding year shall determine the amount of the new budget, and the items of expenditure shall be determined by the commission. (E.C. 45243)

3.9 COMMISSION’S APPOINTMENT OF PERSONNEL DIRECTOR AND OTHER EMPLOYEES

The commission shall appoint a director from an eligibility list established from a competitive examination given under the auspices of the commission. The commission shall also appoint all other employees paid from funds budgeted for the support of the commission from eligibility lists established from a competitive examination. The commission staff shall have all the same rights, benefits, and privileges of district employees. (E.C. 45264)

3.10 EXPENDITURES FOR COMMISSION STAFF TRAINING

The commission may, with respect to the staff of the commission, expend funds for their orientation, training, retraining and development. (E.C. 45255)

3.11 RECORDS AND REPORTS

The commission shall establish and maintain, through the director, a service record for each classified employee of the district showing name, title, organization unit, salary, changes in status, service rating and such other personnel information as may be considered pertinent. Every recommendation for temporary or permanent change in status of an employee shall be submitted on prescribed forms to the commission.

The commission shall make a written report annually to the board on personnel activities and procedures of the district. (E.C. 45266)

3.12 CONDUCT OF HEARINGS AND INSPECTION OF DISTRICT RECORDS

The commission may conduct hearings, subpoena witnesses, require the production of records of information pertinent to investigation, and may administer oaths. It may, at will, inspect any records of the board that may be necessary to satisfy itself that the procedures prescribed by the commission have been complied with. Hearings may be held by the commission on any subject to which its authority may extend as described under Division 3, Chapter 5, Article 6 of the Education Code. (E.C. 45311)

The commission may authorize a hearing officer or other representative to conduct a hearing or investigation which the commission itself is authorized to conduct. Any such authorized person may administer oaths, subpoena and require the attendance of witnesses and the production of books or papers, and cause the depositions of witnesses to be taken in the manner prescribed by law for like depositions in civil cases in the superior court of this state. The commission may instruct such authorized representative to present findings or recommendations which may be accepted, rejected or amended by the commission. Any rejection or amendment of findings or recommendations shall be based either on a review of the transcript of the hearing or investigation or upon the results of such supplementary hearing or investigation as the commission may order.

3.13 COUNSEL FOR THE COMMISSION

The counsel of the board shall aid and represent the commission in all legal matters, and if he/she refuses, the commission may employ its own attorney, and the reasonable cost thereof shall constitute a legal charge against the general funds of the district. (E.C. 45313)

3.14 THE PERSONNEL DIRECTOR

The director shall be appointed by the commission in the manner prescribed in E.C. 45264 after appointment of at least two of the commissioners. (E.C. 45240)
3.15 GENERAL DUTIES OF THE PERSONNEL DIRECTOR

The director shall be responsible to the commission for carrying out all procedures in the administration of the classified service in conformity with law and rules of the commission and shall be free of prejudgment of bias in order to ensure the impartiality of the commission. He/she shall act as secretary to the commission and shall issue and receive all notifications on its behalf. He/she shall direct and supervise the employees of the commission and conduct administrative transactions consistent with the law and necessary to the proper functioning of the office and staff of the commission.

The director shall conduct classification, salary, and rules studies and shall make such other investigations as directed by the commission or as he/she deems necessary to his responsibilities. He may be designated as a hearing officer in accordance with Education Code Section 45312.

In cases where two or more rules appear to be in conflict, or when no rule provides a clear answer to a problem, the matter shall be decided by the director, subject to appeal to the commission.

The director shall maintain, in his/her office, an official roster containing names and complete employment records of all employees holding positions under the provisions of the merit system. (E.C. 45266)
ARTICLE IV

RULES

4.1 POWER OF PERSONNEL COMMISSION TO PRESCRIBE AND AMEND RULES

The commission shall prescribe, amend and interpret rules pursuant to the authority granted to the commission under Article 6 of Chapter 5 of Division 3 of the California Education Code as may be necessary to insure the efficiency of the service and the selection, retention and promotion of employees upon a basis of merit and fitness. The rules shall be binding upon the board to cover classified employees not represented in a recognized employee unit. The rules shall be binding upon the board for those classified employees in a recognized unit so long as they are in accordance with lawful negotiated agreements.

In the event that judicial review or change in law should invalidate any or a portion of the rules, such finding or amendment shall not affect the validity of the remainder of the rule or other rules. (E.C. 45260)

4.2 SUBJECTS OF RULES

The rules shall provide for the procedures to be followed by the board as they pertain to the classified service regarding applications, examinations, eligibility, appointments, promotions, demotions, transfers, dismissals, resignations, layoffs, reemployment, vacations, leaves of absence, compensation within classification, job analyses and specifications, performance evaluations, public advertisement of examinations, rejection of unfit applicants without competition, and any other matters necessary to carry out the provisions and purposes of the merit system so long as they do not conflict with lawful negotiated agreements governing classified employees in a recognized unit.

(E.C. 45260 & 45261)

4.3 PRINTING AND DISTRIBUTION OF RULES

The rules of the commission and copies of this article shall be printed and made available to each school, office and permanent work site where employees report and shall be distributed to school libraries for loan to employees.

(E.C. 45262)

4.4 ENFORCEMENT OF THE RULES

The commission shall enforce the provisions of the classified merit act and these rules, and shall conduct such investigations and hold such hearings, as may be necessary to this end.

4.5 AMENDMENT, DELETION OR ADDITION TO RULES

All proposals, from any source, to amend, delete, or add to these rules will be considered at a "first reading" at the meeting in which they are first presented to the commission. They will not, unless a critical emergency exits, be acted upon at that meeting.

At the "first reading" the commission will set a date for commission action on the proposal, of which the date shall not be less than two weeks later. It shall also instruct the director to refer the proposal to interested persons or organizations for comment and recommendation.

No rule or amendment shall be adopted by the commission until the exclusive bargaining representative and the board have been given reasonable notice of the proposal.

Insofar as possible, interested parties shall submit their reactions to proposals in writing to the director on or before the stipulated agenda deadline date for transmittal to the commission. Such parties shall also have the right to make presentations orally before the commission at the appropriate commission meeting.
4.6  POWER OF THE GOVERNING BOARD

The board shall employ, pay and otherwise control the services of classified personnel in accordance with the Education Code governing the merit system and the rules promulgated by the commission accordingly.

(E.C. 45241)
ARTICLE V
PERSONNEL COMMISSION MEETING ORGANIZATION AND PROCEDURE

5.1 OFFICERS

At its first meeting following December 1 of each year, the Commission shall elect one of its members as Chairman and another member as Vice-Chairman, to serve a term of one year or until their successors are duly elected, whichever is sooner.

5.2 QUORUM AND MAJORITY

Two members shall constitute a quorum for any regular or special meeting of the Commission. The affirmative vote of two members shall be necessary to any action. (E.C. 45247)

5.3 MEETINGS

All meetings except closed sessions shall be open and public.

5.4 REGULAR MEETINGS

Subject to cancellation or proper change, the Commission shall meet the first Tuesday of each month. In cases of emergency, the Commission may meet at some other time provided that at least 48 hours notice is given to employee and administration representatives and posted on the Commission's official bulletin board and distributed to each school whenever possible. (G.C. 54953-54956 inclusive)

(5.4 amended 4/2/92)
(5.4 amended 2/22/94)

5.5 SPECIAL MEETINGS

Special meetings may be called at any time by the Chairman and shall be called upon the written request of any two members. Written notice shall be delivered personally or by mail to each member of the Commission. Notice must also be given to each of the following who have filed written requests for such notice: each local newspaper of general circulation, radio or television station, and recognized employee or other organization. Such notice must be delivered personally or by mail at least 24 hours before the time of such meeting as specified in the notice. A copy of the notice shall be posted on the Commission's official bulletin board and distributed to each school whenever possible. The order shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting by the Commission. (G.C. 54956)

5.6 CLOSED SESSIONS

Closed Sessions may be held in accordance with provisions of Government Code Section 54956 to consider the employment or dismissal of an employee or employees, or to hear complaints or charges brought against employees.

5.7 AGENDA SPEAKERS

All individuals or groups desiring to appear or give a presentation before the Commission shall request to be an agenda speaker from the Director at least one week before the scheduled commencement time of the meeting. The request should be in writing and shall state the subject matter in sufficient detail to properly inform the public.
ARTICLE VI
CLASSIFICATION OF EMPLOYEES AND POSITIONS

6.1 ESTABLISHMENT OF CLASSIFIED SERVICE, POSITIONS EXCLUDED

The Commission shall classify all employees and positions within the jurisdiction of the Governing Board of the Commission and shall be responsible for the recruitment and examination of applicants for employment on the basis of merit and fitness for the position applied for, except those which are exempt from the classified service. To classify shall include, but not be limited to, allocating positions to appropriate classes, arranging classes into occupational hierarchies, determining reasonable relationships within occupational hierarchies and preparing written class specifications. The employees and positions shall be known as the classified service. Exempt from the classified service shall be:

A. Positions which require certification qualifications.
B. Part-time playground positions.
C. Full-time students employed part-time.
D. Part-time students employed part-time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and which is financed by state or federal funds.
E. Apprentice positions.
F. Positions established for the employment of professional experts on a temporary basis for a specific project by the Governing Board or by the Commission when so designated by the Commission.

Employment of either full-time or part-time students in any college work study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

However, nothing in this section shall prevent an employee, who has attained regular status in a full-time position, from taking a voluntary reduction in time and retaining his or her regular status under the provision of this law.

No person whose contribution consists solely in the rendition of individual personal services and whose employment does not come within the scope of the exceptions listed above shall be employed outside the classified service.

A part-time position is one for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is less than 87.5% percent of the normally assigned time of the majority of employees in the classified service. (E.C.45256)

6.2 ESTABLISHMENT OF SENIOR MANAGEMENT POSITIONS

The Governing Board of the school district may adopt a resolution designating certain positions as senior management of the classified service. (E.C.45256.5) A senior management employee means either of the following:

A. An employee in the highest position in a principal district program area as determined by the Governing Board, which does not require certification qualifications, and which has district-wide responsibility for formulating policies or administering the program area.
B. An employee who acts as the fiscal advisor to the District Superintendent.

The maximum number of positions, which may be designated as senior management positions, shall be as follows:

1. For districts with less than 10,000 units of average daily attendance: two positions.
2. For districts with 10,000-25,000 units of average daily attendance, inclusive: three positions.
3. For districts with 25,000-52,000 units of average daily attendance, inclusive: four positions.
4. For districts with more than 50,000 units of average daily attendance: five positions. (E.C.45108.5)
Employees whose positions are designated as senior management of the classified service shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees except that they shall be exempt from all provisions relating to obtaining permanent status in a senior management position.

Positions in the senior management of the classified service shall be filled from an unranked list of eligible persons who have demonstrated managerial ability, who have been found qualified for the positions or specified by the District Superintendent and determined by the Personnel Commission.

Notice of reassignment or dismissal from a position in the senior management of the classified service shall be provided in accordance with the provisions of Section 35031 of the California Education Code.

The positions designated by the Board of Education as senior management are:
Assistant Superintendent, Business Services; Director, Planning and Facilities; Director, Maintenance and Operations (E.C. 45256.5)

The Governing Board of a school district may adopt a resolution abolishing any or all positions of the senior management of the classified service. An employee occupying a senior management position abolished by the action shall become a member of the classified service in a position to which he or she would otherwise be entitled if the employee had not been a member of the senior management of the classified service.

If the employee in the senior management of the classified service had been a member of the regular classified service, he or she shall be entitled to a position which is the same as, or similar to the position to which he or she upholds rights outside of the senior management of the classified service. (E.C.45104.5)

6.3 **VOLUNTEERS**

The Board may permit persons to perform duties without compensation, such as noon duty supervisor or work under the immediate supervisor and direction of a certificated person. Such persons shall not be employees of the District.

However, the District may not abolish any of its classified positions and substitute volunteer aides, nor may the District refuse to employ a person in a vacant classified position and use volunteer aides in lieu of a classified employee.

The purpose of this section is to permit the District to use volunteer aides to enhance its educational program but not to permit displacement of classified employees. (E.C.35021)

6.4 **POSITIONS NOT REQUIRING CERTIFICATION QUALIFICATIONS**

Every position not defined by the Education Code as a position requiring certification qualifications and not specifically exempted from the classified service according to the provisions of Education Code Sections 45104 or 45441 shall be classified as required by those sections and shall be a part of the classified service. Such positions may not be designated certificated nor shall the assignment of a title to any such a position remove the position from the classified service, nor shall possession of a certification document be made a requirement for employment in any such position.

Nothing in this rule shall be construed to prohibit the employment of any individual in a position described by this rule as part of the classified service who is in possession of certification qualifications, nor shall the possession of certification qualifications be grounds for the elimination of an individual for consideration for employment in such a position.
6.5 **CLASSIFIED POSITION UNDER VARIOUS ACTS: RESTRICTED CLASSIFICATION**

A. Positions not requiring certification qualifications created by the Board under the Manpower Development and Training Act of 1962, the Economic Opportunity Act of 1964, the Elementary and Secondary Act of 1965, or Section 11300 or Section 13650 of the Welfare and Institutions Code, any future federal or state legislative enactment, or any other special funding, and which are not a part of the regular school program shall, nevertheless, be a part of the classified service as established by Section 45272 or Section 45273 of the Education Code.

Persons employed in such positions shall be classified employees and shall enjoy all of the rights, burdens and benefits accorded other classified employees. Their selection and retention shall be made on the same basis as that of persons selected for positions that are part of the regular school programs.

B. Notwithstanding the provisions of A above, if specially funded positions are restricted to employment of persons in low income groups, from designated impoverished areas and other criteria which restrict the privileges of all citizens to compete for employment in such positions, all such positions shall, in addition to the regular class title, be classified as "restricted". Persons employed in positions properly classified as "restricted" shall be classified employees for all purposes except:

1. They shall not be accorded employment permanency under Section 45113 or Section 45301 of the Education Code, whichever is applicable.
2. They shall not acquire seniority credits for the purposes of Sections 45298 and 45308 of the Education Code.
3. The provisions of Sections 45287 and 45289 shall not apply to "restricted" employees.
4. They shall not be eligible for promotion into the regular classified service until they have complied with the provisions of paragraph C, below.

C. Any time after completion of six months of satisfactory service, a person serving in a "restricted" position shall be given the opportunity to take such qualifying examinations as are required for all other persons serving in the same class in the regular classified service. If such person satisfactorily completes the qualifying examination, regardless of final numerical listing on an eligibility list, he/she shall be accorded full rights, benefits and burdens of any other classified employee serving in the regular classified service. His/her service in the regular classified service shall be counted from the original date of employment in the restricted position and shall continue even though he/she continues to serve in a "restricted" position.

D. It is the intent of the Legislature that positions normally a part of the classified service are included therein regardless of the source of income to sustain such positions and to effectively implement specially funded programs intended to provide job opportunities for untrained and impoverished persons but to do so in a manner that will not be disruptive or detrimental to the normal employment procedures relating to classified school service.

6.6 **QUALIFICATIONS FOR PROFESSIONAL EXPERT SERVICES**

In order to be exempt from the classified service as a professional expert, an individual must be recognized as such by reputable members of his/her own profession, as evidenced by the following:

A. Approval of a committee of members of his/her own profession.
B. Certification or license to practice that profession by a government agency if such license is established.
C. Listing in such publications as the Biographical Directory of American Men of Science, or Leaders in Education, where individuals are chosen for listing by members of their own profession.
D. By membership in professional honor societies limited to that profession.
E. By advanced degrees in a recognized university with a major in the field of that profession.
F. By equivalent criteria acceptable to the Commission. Evidence of these requirements must be presented to the Commission before appointment is made.

6.7 ALLOCATION OF POSITIONS TO CLASSES

All positions substantially similar in duties and responsibilities and qualification requirements shall be allocated to the same class.

6.8 CHANGES IN DUTIES OF POSITIONS

Any substantial changes in the duties of existing positions shall be promptly reported in writing by the appointing authority to the personnel director, who shall cause them to be reviewed toward determining whether the positions would be allocated to different classes.

6.9 CLASS DESCRIPTION

For each class of positions, as initially established or subsequently approved by the Commission, there shall be established and maintained, a class description which may include:
A. The official class title;
B. A definition of the class, indicating the type of duties and responsibilities and placement within the organizational scheme;
C. A statement of typical tasks to be performed by persons holding positions allocated to the class;
D. A statement of the minimum qualifications for service in the class. The minimum qualifications may include education, experience, knowledge, skills, abilities, and personal and physical traits and characteristics;
E. A statement of distinguishing characteristics which differentiates the class from other related or similar classes;
F. License or other special requirements for employment or service in the class;
G. Any additional qualifications considered to be desirable that any person considered for employment who possesses them may be given additional credit in the evaluation of his/her qualifications, even though such additional qualifications are not a prerequisite to consideration for employment.

For management and supervisory classifications there shall be established and maintained a class description which may include:
A. The official class title;
B. A position purpose of the class indicating the type of duties and responsibilities, including nature and scope and placement within the organizational scheme;
C. A statement of typical tasks to be performed by persons holding positions allocated to the classification including specific examples of duties and principal accountabilities;
D. A statement of minimum qualifications for service in the class. The minimum qualifications may include education, experience, knowledge, skills, abilities, and personal and physical traits and characteristics;
E. A statement of distinguishing characteristics which differentiates the class from other related or similar classes;
F. License or other special requirements for employment or service in the class;
G. Any additional qualifications considered so desirable that any person considered for employment who possesses them may be given additional credit in the evaluation of his/her qualifications, even though such additional qualifications are not a prerequisite to consideration for employment.

6.10 AMENDMENT OF CLASS DESCRIPTION

The Commission reserves the right to amend the description established for each class. It is the intent of the Commission that the class description shall present a true picture of the positions of classes described.
6.11 **INTERPRETATION OF CLASS DESCRIPTION**

The class specifications and their various parts are declared to have the following force and effect:

A. The definition and typical tasks are descriptive and explanatory only and not restrictive. They indicate the kinds of positions that should be allocated to the respective classes as determined by their duties responsibilities, and qualification requirements, and do not prescribe what these details shall be in respect to any position. The use of a particular expression or illustration as to duties, responsibilities, qualification requirements, or other attributes is typical or descriptive of the class and does not exclude others not mentioned but of similar kind and/or quality as determined by the Commission.

B. In determining the class to which any position shall be allocated, the description for each class is considered as a whole rather than as a collection of isolated clauses, phrases, or words, apart from their context.

C. Each class description shall be construed in its proper relationship to other class descriptions, particularly those of classes in the same series and group of classes, in such manner as to maintain a proper graduation in the series in which the class is located and proper differentiation within the group of classes.

D. Qualifications commonly required of the incumbents of all or many offices or positions, such as appropriate physical condition, honesty, sobriety, and industry, even though not specifically mentioned in the specifications, are implied in the qualification requirements; however, this section does not restrict the Board from employing the handicapped to meet affirmative action goals.

E. The statement of qualification requirements, when considered with other parts of the specification, is to be used as a guide in the announcement and preparation of tests and in the evaluation of candidates seeking appointment to positions allocated to the class, but does not require a particular form or content of test or testing procedure.

6.12 **INCUMBENTS OF RECLASSIFIED POSITIONS**

When a position is reclassified by the Commission to a different class and the incumbent is deemed ineligible to continue in such position, he/she may be transferred, promoted, or demoted by appropriate action in accordance with such provisions of these rules as the Commission may deem to be applicable. In any case in which the incumbent is ineligible to continue in the position and he/she is not transferred, promoted, or demoted, the provisions of these rules governing termination of service shall apply.

6.13 **CLASSIFICATION OR RECLASSIFICATION STUDIES**

The Commission or the Director will receive requests for classification or reclassification studies which are submitted by the administration, by employees, or by employee representatives, and may direct appropriate staff study of the requests. In addition, the Commission may initiate classification or reclassification studies. The results of studies will, upon their conclusion, be reported to the Commission.

Classification studies are to be based on analyses of duties and responsibilities, and studies of existing positions should be initiated whenever there is an indication of a substantial change in duties and responsibilities.

The Director is delegated the responsibility for the reclassification of positions in accordance with criteria that has been approved by the Commission. The reclassification actions under this procedure shall be processed on the appropriate Commission form and are subject to ratification by the Commission at its next regular meeting.

Request for reclassification studies may be initiated at any time.

Amended 1/23/96
It shall be the policy of the Commission to provide at least one opportunity for a regular incumbent of a position which is approved for upward classification to attain eligibility for the higher classification by taking and passing a qualifying examination for the class. In order to comply with this policy, the effective date of reclassification actions will be deferred sufficiently in order that the qualifying examination may be completed. (E.C.45256) If the incumbent has recently passed a qualifying examination for a higher level position within the same job family and appears on the current eligibility list for the position, the incumbent may be reclassified with the position. Amended 1/23/96

No position classification or reclassification plan which would affect classified employees who are represented by a certified or recognized exclusive bargaining representative shall be adopted by the Commission until the exclusive bargaining representative and the public school employer of the classified employees who would be affected had been given reasonable notice of the proposed classification or reclassification. (E.C.45285.5)

6.14 RECLASSIFICATION TO A HIGHER CLASS

When a portion of the positions within a class are reclassified to a higher class an incumbent who has a continuous employment record of two or more years in one or more of the positions being reclassified may be reclassified with his/her position as provided by Commission rule. "Two or more years" of regular service, shall be interpreted to mean assignment for at least two complete years within the assignment basis of the class or position.

The basis for the reclassification of an incumbent with his/her position must be a gradual accretion of duties and not a sudden change occasioned by reorganization or the assignment of completely new duties and responsibilities. Determination as to gradual accretion of duties will be based on an analysis of data to be supplied by the administrator and the Commission staff regarding the following guideline factors:

A. The nature and scope of each identified change in duties and responsibilities.
B. The exact or approximate date the incumbent began the performance of the newly acquired duties and responsibilities.
C. The conditions which led to the association of the added duties and responsibilities with the Subject position.
D. Evidence of the employee's performance of the added duties and responsibilities.

An employee who has been reclassified with his/her position shall be ineligible for subsequent upward reclassification with his/her position for a period of at least two years from the previous reclassification.

In all cases of upward reclassification of incumbents who have not been in their class for two or more years, the incumbent may fill the reclassified position only after passing a qualifying examination prescribed by the Commission for the higher class. (E.C.45285) If the incumbent has recently passed a qualifying examination for a higher level position within the same job family and appears on the current eligibility list for the position, the incumbent may be reclassified with the position. Amended 1/23/96

6.15 WORK OUT OF CLASSIFICATION

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Board for any period of time which exceeds five working days within a 15-calendar-day period except as authorized herein, unless the duties reasonable relate to those fixed for the position by the Board.
An employee may be required to perform duties inconsistent with those assigned to the position by the Board for a period of more than five working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties and provided the assignment was duly authorized by a school administrator.

The purpose of this rule is to set forth the procedures to be followed when an employee is required to perform work out of classification. Assignment to such work shall be interpreted for the purposes of this rule as a requirement to perform duties assigned by a duly authorized person.

A. When an employee is assigned work out of classification more than five days within a 90-calendar-day period, and that work assignment is to an existing vacant position, a limited-term assignment shall be processed in accordance with the provisions relating to limited-term assignments.

B. When an employee is assigned work out of classification and that work assignment is not to an existing vacant position, the employee may request additional compensation for such work out of classification in accordance with the provisions of this rule.

1. A claim shall be prepared in duplicate and submitted at the end of each 15-calendar-day period in which the provisions of this rule apply.

2. The employee shall complete Section A of the claim describing in detail those duties assigned and performed which are inconsistent with his/her position and do not reasonably relate to his/her classification.

3. The claim shall be completed by the employee no later than 30-calendar-days after the first day of work out of classification covered by the claim.

4. The employee shall forward the claim to his/her immediate supervisor and/or authorized administrator who required him/her to perform the work out of classification. The duplicate copy shall be submitted to the Personnel Director. Such immediate supervisor and/or authorized administrator shall either state the reasons for the assignment and certify the performance of the work specified by the employee, or if willing to do so, he/she shall state the reasons in an attachment to the claim.

5. The claim shall subsequently be forwarded, within 30 days, by the supervisor to the Director who shall review the claim of work out of classification and make a determination as to whether the duties described therein reasonably relate to those of the employee’s classification and the applicability of the provisions of limited-term assignments. The Director will conduct an investigation of any refusal to certify the claim and, based upon his/her finding, prepare a recommendation for action by the Commission.

6. Any claim of work out of classification which does not indicate sufficient information for a staff evaluation or which indicates that limited-term assignments should be invoked shall be returned to the employee and his/her supervisor without further processing for required information.

7. If the duties reported and certified are found to be at a higher level than the employee's classification and not within an existing class in the classified service, an appropriate salary differential shall be determined by the Commission staff which reasonably reflects the level of responsibilities of the assignment and the kind and level of duties performed.

8. If the duties and responsibilities performed are determined to be within an existing higher class, the employee shall be paid the appropriate step of the schedule for the higher class.

9. In no instance shall an employee receive a greater benefit than that to which he/she would be entitled if he/she had been promoted from his/her regular position to the higher class.

10. Commission staff determination as to work out of classification and appropriate salary differentials shall be submitted to the Commission for approval and, if approved, to the Board of Education for authorization of payment.

11. Payment for work out of classification shall be for the first five working days within a 15-calendar-period as well as each day in addition thereto in which the employee was required to perform work out of classification.
12. Nothing in this rule shall be construed as permission to circumvent the provisions and procedures of the Merit System. Furthermore, nothing in this rule shall be construed as permitting an employee to refuse to perform duties assigned by a duly authorized person.

C. The Commission shall be informed by the Director of all work out of classification greater than five days within a 90-calendar-day period. It shall be incumbent upon the employee's supervisor to advise the Director of such situations. (E.C.45110)

6.16 PERSONS DEEMED UNDER PROBATIONARY CLASSIFICATION

All persons who have been continuously employed by the school district for less than six months, or 130 days of paid service, shall be deemed to hold their positions under probationary classification.

No person shall obtain permanent status in a classification until he/she has completed a probationary period.

A. A new employee appointed from an eligibility list shall serve a probationary period of six months or 130 days of paid service before attaining permanency in the classified service. An employee who has been promoted shall serve a probationary period of six months or 130 days of paid service in the higher class before attaining permanency in that class. Credit toward completion of probation shall be granted only for service in regular positions after appointment from the appropriate eligibility list.

B. The normal probationary period shall be six complete calendar months except under the following conditions:
   1. When an employee is hired or promoted on other than the first day of the pay period.
   2. When the employee normally works less than five days per week.
   3. When the employee does not work during school recess periods.

Under those conditions cited above, the probationary period shall be 130 days of paid service.

C. The Personnel Commission may designate certain administrative classes, those placed on Range 100 and above, as having a probationary period of one calendar year.

D. The probationary period shall not include time served under limited term, substitute, provisional, or emergency appointment; no time while the employee is absent from work for ten or more consecutive working days.

E. No time served in a limited term appointment may count toward acquiring permanent status in any position in the classified service.

(Amended 5/25/05)

F. A new employee who resigns in good standing during his/her initial probationary period may, at the discretion of the appointing authority, have his/her name restored in proper rank to the eligibility list. Such action shall not extend the life of the eligibility list or the period of eligibility of the employee.

G. A new employee who is suspended or dismissed during his/her initial probationary period shall be notified in writing of the action taken and the reasons therefore. He/she shall not have the right of appeal.

H. A permanent employee who has been promoted to a higher class and who does not successfully complete the probationary period in the higher class shall be reinstated to a position in his/her former class. A permanent employee who has been laterally transferred to a different class in which the employee does not have permanency and who does not successfully complete the probationary period in the class shall be reinstated to a position in his/her former class.

(Amended 5/10/94)

I. A permanent employee who has been promoted to a higher class and is suspended, dismissed, or demoted for cause during his/her probationary period in the higher class retains full rights of appeal.

J. No probationary employee shall be dismissed or otherwise discriminated against because of age, political or religious opinions or affiliations, race, color, national origin or ancestry, sex, or marital status.
6.17 RIGHTS OF EMPLOYEES UPON CHANGE IN SCHOOL DISTRICTS

Any division, uniting, unionization, annexation, merger, or change of school district boundaries shall not affect the rights of persons employed in positions not requiring certification qualifications to continue in employment for not less than two years and to retain the salary, leaves and other benefits which they would have had, had the reorganization not occurred, and in the manner provided in this article:

A. All employees of every school district, which is included in any other district, or all districts included in a new district, shall become employees of the new district.

B. When a portion of the territory of any district becomes part of another district employees regularly assigned to perform their duties in the territory affected shall become employees of the acquiring district. Employees whose assignment pertained to the affected territory, but whose employment location was not in such territory, may elect to remain with the original district or become employees of the acquiring district.

C. When the territory of any district is divided between or among two or more districts and the original district ceases to exist, employees of the original district regularly assigned to perform their duties in any specific territory become employees of the district and encompasses the territory in which they work.

D. Employees regularly assigned by the original district to any school in said district shall be an employee of the district in which said school is located. Except as herein provided, nothing herein shall deprive the Governing Board of the acquiring district from making reasonable reassignments of duties. (E.C.45240)

6.18 FIXING OF DUTIES BY GOVERNING BOARD

The Board shall fix and prescribe the duties to be performed by all persons in the classified service and other positions not requiring certification qualifications of the District, except those persons employed as part of the Commission staff. (E.C.45109)

6.19 MANAGEMENT CLASSIFICATIONS

The following positions are designated as management positions:
- Deputy Superintendent, Business Services
- Director, Planning & Facilities
- Director, Classified Personnel
- Director, Technology Services
- Director, Maintenance and Operations
- Director, Child Nutrition
- Director, Purchasing
- Director, Fiscal Services
- Project Manager
- Risk Manager
- Executive Director, Neighborhood for Learning
- Assistant Director, Neighborhood for Learning

Amended 12/09/08

6.20 ESTABLISHMENT OF EXECUTIVE SECRETARY POSITIONS

Upon the request of the majority of the members of the Governing Board, the Personnel Commission may exempt one or more executive secretarial positions from the Merit System Rules pertaining to selection and permanency. Authorized exemptions shall be limited to executive secretarial positions reporting directly to members of the Governing Board, the District Superintendent or not more than four (4) principal deputies of the District Superintendent or all of these positions.
Any person employed in an exempt executive secretarial position shall continue to be offered all rights, benefits and burdens of any classified employee serving in the regular classified service of the District, except he or she shall not attain permanent status in an executive secretarial position. Positions of executive secretary shall be filled from an unranked list of eligible employees who have been found to be qualified for the position as specified by the District Superintendent and determined by the Personnel Commission. Any person whose services in an executive secretarial position are discontinued from a cause other than a cause for disciplinary action as specified in the California Education Code or in rules of the Commission, shall have the right to return to a position in a classification he or she previously occupied or if that classification no longer exists, in a similar classification, as determined by the Commission.

Nothing contained in this section shall authorize the selection of eligible candidates in circumvention of the affirmative action program of the District.

The positions designated by the Board of Education as Executive Secretary are:

- Executive Administrative Assistant for Superintendent
- Administrative Assistant for Superintendent
- Administrative Assistant for Assistant Superintendent, Business Services
- Administrative Assistant for Assistant Superintendent, Instructional Services
- Administrative Assistant(s) for Assistant, Superintendent, Personnel Services

Amended 2/6/96
ARTICLE VII

APPLICATIONS

7.1 FILING OF APPLICATION

All applications for employment shall be made upon official forms furnished by the Commission, filled out as therein directed, and filed on or before the date specified and in the office specified in the examination announcement.

Applicants taking more than one examination shall file a separate and complete application for each examination whenever required by the Director. All applications shall be signed and the truth of all statements obtained therein certified by such signature.

7.2 GENERAL QUALIFICATIONS OF APPLICANTS

Applicants shall possess all qualifications that may be specified in the minimum requirements established for the class. Every applicant must be in all respects mentally and physically competent to perform the duties of the position for which he/she applies.

7.3 APPLICATIONS NOT TO BE RETURNED

All applications are confidential records of the Commission and under no circumstances are they to be returned to the applicants.

7.4 ELIMINATION OF UNFIT APPLICANTS, CANDIDATES AND ELIGIBLES

An applicant or candidate may be refused examination, and an eligible may be refused certification or appointment, for any of the following reasons:

A. Failure to meet the general qualifications specified above.
B. Knowingly becoming or knowingly remaining a member of the Communist Party on or before November 12, 1952.
C. Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.
D. Conviction or pleading guilty in court to a charge of moral turpitude, any sex offense as defined in E.C.44010, narcotics offense as defined in Section 44011, or mistreatment of children. If, however, any such conviction is reversed and the person is acquitted of the offense in a new trial or the charges against him/her are dismissed, this section shall not prohibit his/her employment thereafter. (E.C.45123)
E. Determined to be a sexual psychopath under the provisions of Article 1 (commencing with Section 6300), Chapter 2, Part 2, Division 6 of the Welfare and Institutions Code or under similar provisions of law of any other state. If however, such determination is reversed and the person is determined not to be a sexual psychopath in a new proceeding, or the proceeding to determine whether he/she is a sexual psychopath is dismissed, this section shall not prohibit his/her employment thereafter. (E.C.45124)
F. Making a false statement or omitting a statement of material fact on the application form.
G. Practicing any deception or fraud in connection with an examination or to secure employment.
H. Drug addiction and/or habitual use of intoxicating beverages to excess.
I. Dismissal from a previous employment for cause if the cause would have subjected the applicant to dismissal by the District.
J. Previous dismissal from this District unless the Board waives this subsection.
K. Less than satisfactory service with this District even though separation has not occurred.
L. Health conditions precluding satisfactory performance of duties.
M. Discharge other than honorable from the Armed Forces of the United States.
Failure to report for duty after an assignment has been offered and accepted.
0. Refusal to furnish testimony at a hearing or investigation before the Personnel Commission when pertaining to the applicant, candidate, or eligible.
P. Used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment.
Q. Refusal to take or sign the Oath of Allegiance.
R. Failure to reveal all convictions in the application process.
S. Serious or numerous traffic violations when driving is part of the duties of the class.
T. Resignation to avoid dismissal for causes which indicate poor performance in the type of work sought.
U. Failure, after due notice, to report promptly for review of any of the above bases for rejection.
V. Failure to present required documents showing identity and authorization to work in the United States under the Immigration Report and Control Act of 1986 (refer to Article 14.1C) (adopted 7/21/87)
W. A positive result from a drug test and/or alcohol level of .089 or above may result in the applicant not being appointed to a position where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities (refer to Article 14.1C). (adopted 8/18/87 / amended 9/11/90)
X. Conviction of a serious felony (defined in Penal Code Section 1192.7) or a violent felony (defined in Penal Code Section 667.5), the applicant shall not be employed. The only exceptions to this prohibition of employment are (1) a certificate of rehabilitation and pardon obtained pursuant to the Penal Code, or (2) proof to the sentencing court that at least one year's rehabilitation for school employment purposes has taken place after a conviction of a serious felony, which is not also a violent felony. (adopted 11/18/97)

7.5 EMPLOYMENT OF REHABILITATED PERSONS

A person convicted of a narcotics offense may be employed provided the Board determines, from the evidence presented, that the person has been rehabilitated for at least five years. The Board shall determine the type and manner of presentation of the evidence. Its determination shall be final. (E.C.45123)

7.6 REJECTION AND APPEAL FROM REJECTION

A. Applicants, candidates, and eligibles who are rejected for any of the reasons enumerated in the preceding section(s) shall be notified in writing by the Director. The notification shall state:
   a. The reason(s) for rejection.
   b. The length of time the individual shall be ineligible to be considered for examination or appointment to a position in the District.
   c. That, within seven calendar days, the individual may appeal to the Personnel Director for administrative review, and that failure to appeal for administrative review makes the rejection final and conclusive.
B. If there has been an administrative review, as provided above, and the objection is sustained, the individual shall be:
   1. Given a written notice outlining the reason(s) for sustaining the rejection, and
   2. Informed of his/her right to make a written appeal of the rejection and/or the period of disqualification, within the next seven calendar days, to the Commission. The appeal may be based on any of the following reasons:
      a. Discrimination because of political or religious affiliations or opinions, race, color, sex, age or marital status.
      b. Abuse of discretion.
      c. Inconsistency between the reasons given for the rejection and the facts.
C. Upon hearing of an appeal, the Commission shall set a date for hearing, hear all of the evidence, and render a decision.
D. The applicant, candidate, or eligible shall be afforded an opportunity to present relevant evidence at the investigation and/or hearing. If the Commission schedules a hearing, the rejected applicant, candidate, or eligible shall be permitted to exercise his/her right to a private or public hearing before the Commission.
E. A rejected applicant or candidate who has appealed his/her rejection shall conditionally be permitted to take any part of the examination that is being held pending decision by the Commission.

F. At the conclusion of the investigation and/or hearing, the applicant, candidate, or eligible shall be notified in writing of the Commission's decision. This decision shall be final.

7.7 ACTION WHEN REJECTION IS NOT SUSTAINED
If a rejection is not sustained by the Director or the Commission, the applicant or candidate will be permitted to take or continue the examination and the eligible's name will be restored to all appropriate lists.

7.8 APPLICANTS' NAMES NOT MADE PUBLIC
The names of the applicants or unsuccessful candidates in any examination shall not be made public.

7.9 VETERANS' CREDIT
In the case of all entrance examinations, veterans with thirty days or more of service who become eligible for appointment by attaining the passing mark established for the examination, shall be allowed an additional credit of five points; and disabled veterans shall be allowed an additional credit of ten points, which shall be added to the percentages attained in the examinations by the veterans. Veterans shall be placed on eligible lists and be eligible for appointment in the order and on the basis of the percentages attained by them in examinations after the credit of five points, or ten points in the case of disabled veterans, is added. (E.C.45296)

To qualify for Veterans credit, thirty days or more of service must have been between the dates listed below:

**MEXICAN BORDER PERIOD**
May 9, 1916 to April 5, 1917, for veterans serving in Mexico, on the borders thereof, or in the waters adjacent thereto.

**WORLD WAR I**
April 6, 1917 to November 11, 1918, generally; and April 6, 1917 to April 1, 1920, for veterans serving in Russia.

**WORLD WAR II**
December 7, 1941 to December 31, 1946.

**KOREAN CONFLICT**

**VIETNAM ERA**
(United States Code/Title 38)

**GULF WAR**

"Veteran" means any person who has served in the United States Armed Forces in time of war, or national emergency declared by the President of the United States of America, and who has been discharged or released under conditions other than dishonorable, proof of which shall be submitted to the Commission at the time of the examination. (E.C.45294)

"Armed Forces" means the United States Air Force, Army, Navy, Marine Corps or Coast Guard. (E.C.45294)

"Disabled veteran" means any veteran, as defined in E.C.45294, who is currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the Armed Forces. Proof of disability shall be deemed conclusive if it is of record in the United States Veterans Administration. (E.C.45295) revised 12/2/85
7.10 AGE LIMITS

Notwithstanding any other provisions of law, no minimum or maximum age limits shall be established for the employment or continuance in employment of persons as part of the classified service.

Any person possessing all of the minimum qualifications for any employment shall be eligible for appointment to that employment, and no rule or policy, either written or unwritten, heretofore or hereafter adopted, shall prohibit the employment or continued employment, solely because of the age of any such person in any school employment who is otherwise qualified therefor.

This section does not authorize the employment of any person in particular school employment who has reached the retirement age for that particular employment prescribed by any retirement system applicable thereto, whether or not the person is a member of the retirement system, or entitled to a retirement salary thereunder, nor shall any person be employed in such employment while he/she is receiving a retirement allowance under any retirement system by reason of prior school employment. (E.C. 45134)
ARTICLE VIII

EXAMINATIONS

8.1 ADMINISTRATION OF EXAMINATION

The purpose of an examination is to provide equal opportunity for all qualified candidates to demonstrate their relative fitness in relationship to the skills, knowledges, abilities and traits required for the class. When an eligibility list is required for a given class, the commission staff will:

A. Prepare the examination announcement.
B. Prescribe the scope and weighting of each part of the examination. Every examination shall consist of a test that relates to job performance. Test parts shall be selected from among the following types of objective testing procedures including, but not limited to: written, performance, oral, group oral, and training experience evaluation.
C. Arrange for the oral examination board(s). Each board shall include at least two members, including at least one person who has specialized training, knowledge or experience in the occupational area being examined.
1. Unless designated as a technical oral examination board, the members shall confine themselves to evaluating the candidate's general fitness for employment in the class. However, at least two members of any board designated as a technical oral board shall have specialized training, knowledge or experience in the occupational area being examined.
   a. To assist board members, an interview worksheet providing a statement of the knowledges and abilities to be evaluated will be provided along with suggested questions or issues. The same questions or issues shall be presented to each candidate.
   b. The board shall be briefed regarding the duties of the class; skills, knowledges, abilities and traits; examination process; knowledges and abilities to be covered in the board and use of the interview sheet; interviewing techniques and scoring methods. A supervisor may be invited to participate in a briefing to provide the board with job-related information and organizational structure under the supervision of the examiner in charge.
   c. All questions must be job-related. No questions shall be asked relating to political or religious opinions, union affiliations, race, color, national origin, ancestry, sex or marital status.
   d. The candidate shall be asked at the end of the interview if he/she has anything to add.
   e. When the interview is completed, each rater shall independently assign a score which will be shared with other raters.
   f. If there is a substantial spread of points between the raters, it is recommended they discuss the basis of their evaluation to consider data which may have been overlooked.
   g. If a rater decides to change his/her score, he/she should line out the old score, initial the line out and write in a new score.
   h. If a rater gives a failing score, he/she must state specific reasons for failing identifying candidate actions or statements which led to such decisions.
2. Members of the Board or Commission shall not serve on an oral examination board.
3. A district employee may not serve on an oral board if, at the time, he/she is a first or second-level supervisor over a vacant position in the class being examined.
4. All oral examinations shall be electronically recorded.
5. In no cases will an oral examination board be provided with confidential references on employees of the district who are competing in promotional examinations.
6. Scores achieved by the candidate on other parts of the examination shall not be made available to
the oral examination board.

D. REQUIRED WRITTEN EXAMINATION PROCEDURES:

1. Competitors in any written test shall take the test at the prescribed time unless religious affiliation, jury
duty, military service, serious illness or bereavement in the immediate family requires other
arrangements and advance written notice is provided to the director. In such cases, an alternate test
time
may be arranged at the discretion of the personnel director. A neutral witness shall observe each make-
up examination.

2. Copies of the questions in a test shall not be made by competitors or other unauthorized persons.

3. Where written tests are required, they shall be so managed that none of the test papers will disclose the
name of any competitor until all papers of all competitors in a given examination shall have been marked
and rated.

4. Any competitor in any examination who places any identifying mark upon his/her test papers (other than
the identifying mark prescribed at the time of examination) or makes any attempt to disclose to others the
identity of his/her papers prior to the completion of the examination shall be disqualified.

5. Applicants successfully completing the examination shall be placed upon a list in the order of their merit
and fitness for service as determined by the examination. Such a list shall constitute the eligibility list.
(E.C. 45273 & 45274)

6. No candidate may be admitted once the test instructions have begun.

7. All necessary explanations shall be made to all candidates and no question shall be explained to a
candidate individually.

8. All tests shall be administered under proper, continuous supervision.

9. Proctors shall be required to inventory supplies, tests, check candidate identification, record candidate
questions or unusual occurrences, note beginning and ending times and document the number of
candidates.

10. Proctors are forbidden to explain the meaning of or make remarks relating to any questions that may
assist in its solution.

11. The time limit, if any, presented for each test shall be announced at the beginning of the test and the
ending time shall be posted.

12. Communication, assistance, etc., between candidates during a test is strictly prohibited.

13. During a test, no candidate shall be permitted to leave the room except in case of necessity and only with
the proctor's permission.

14. No more than one person may be allowed to leave the room at any one time and no one may temporarily
leave the room once a candidate who has completed the test has left.

15. Any scratch paper or throw away material must be so clearly marked.

16. All test materials, scratch paper, answer sheets, etc., shall be collected before a candidate is allowed to
leave.
E. **RETESTING**

1. Competitors may retake an examination for a position six (6) months after the initial examination date.

2. When an alternate examination is available for a position, a competitor must wait a minimum of 30 days prior to taking the alternate test during a scheduled testing session.

3. The score achieved from the most recent test taken by a competitor will be used in ranking the competitor on the employment list for the position.

8.2 **WHO MAY COMPETE**

Competitive examinations for positions in the classified service shall be open to all applicants who meet the minimum qualifications and who are not rejected as provided in Section 7.4, provided that examinations may be restricted to promotional candidates at the discretion of the commission. Employees shall be given time off to participate in district tests/interviews provided the supervisor is given reasonable notice.

8.2.1 **Testing Handicapped Applicants**

A. Handicapped persons shall be given equal employment opportunity when competing in examinations.

B. Candidates with physical impairments, where practical, shall be afforded opportunity to demonstrate their skills, knowledges, abilities and traits by testing methods adapted to their special needs.

C. After successful completion of all examinations and prior to certification, eligibles identified as handicapped will be scheduled for special medical examination to determine the feasibility of making reasonable accommodation. Such medical examination shall include a review of the specific duties of the individual job and an assessment of whether the eligible may utilize an adaptive aide to meet minimum job performance standards.

D. All physically handicapped eligibles shall be referred for interview unless:

   1. The physical capacity of an eligible is such so that he/she cannot perform the duties of the positions in the class.

   2. The physical handicap creates a work hazard to others.

   3. The work is likely to aggravate the disability.

   4. The work is likely to result in a new injury and thus create a compensable liability.

8.3 **ADMISSION TO EXAMINATION**

Each applicant whose application has been approved shall be notified within a reasonable time in advance of the time, date and place of the examination, and such notice shall be the applicant's authorization to take the examination. No candidate may be admitted to any examination without such authorization or other satisfactory evidence of having filed an acceptable application.

8.4 **RATING REQUIRED**

Competitors may be required to attain a designated minimum rating in each part or in combined parts of the examination to qualify for participating in the next succeeding part.
8.5 **EXAMINATION PAPERS**

All examination papers and records are the property of the commission and are confidential records. Candidate’s examination records including answer and rating sheets shall be retained for not less than ninety (90) days. Examination records such as tests, affirmative action data and eligibility lists shall be retained for a minimum of three years. (E.C. 45274)

8.6 **PROMOTIONAL EXAMINATIONS**

Upon the approval of the commission, the director may announce and hold promotional examinations as the needs of the service may require.

All applicants for promotional examination shall meet the established minimum requirements of six (6) months continuous merit service from the date of original hire and the education, training and experience requirements determined by the commission to be appropriate for the class for which they have applied. No applicant shall be eligible to compete in a promotional examination unless his/her last evaluation report was satisfactory.

Persons laid off because of lack of work or lack of funds shall have the right to participate in promotional examinations during the 39 months after layoff. (E.C. 45272)

8.7 **SENIORITY CREDIT**

Seniority credit shall be added to the final passing scores of candidates in the amount of 1/4 of one point for each year of service, not to exceed a total of five points. Credit shall be granted for time spent in regular status (see definition) in the classified service and on leave from the classified service while otherwise employed in this district. A full year’s credit shall be granted to employees whose regular position is assigned on less than a calendar-year and fractions of years shall not normally be counted. Limited-term service prior to an initial regular appointment shall not be counted toward seniority.

8.8 **NOTIFICATION OF EXAMINATION RESULTS**

Notification of examination results shall be sent promptly to all candidates on or before the establishment of an eligibility list.

8.9 **NOTICE OF CHANGE OF ADDRESS**

A. All applicants, candidates, eligibles and employees must maintain an up-to-date home address and telephone number with the Classified Personnel Office and must report any changes within 10 working days in writing to the Classified Personnel Office.

B. Failure to maintain an up-to-date home address and telephone number may result in his/her disqualification or removal from the eligibility list.
ARTICLE IX

APPEALS OF EXAMINATION RESULTS

9.1 AVAILABILITY OF EXAMINATION RECORDS

Examination records shall not be available to the public or to any person for any purpose not directly connected with the examination and shall be considered confidential but shall, within reasonable time limits, be made available to a candidate or his/her representative except as indicated in Rule 9, 2 C. (E.C. 45274)

9.2 REVIEW BY CANDIDATE

A. Candidates may review and protest any part of the examination within five working days after date of such notification of examination results.

B. A candidate's examination papers and records may be examined only by the candidate or his representative upon written authorization by the candidate.

C. Examination papers on a form test, a commercial standardized aptitude or achievement test, or test material which has been rented or leased or obtained under a contract approved by the commission, and where the terms of such rental or leasing of contract prohibit such review or inspection, shall not be subject to inspection by a candidate.

9.3 PROTEST BY CANDIDATE

A. If a candidate wishes to protest any part of an examination, he/she must submit his/her protest in writing to the director during the five-day review period. Such protest shall state specifically the parts of the examination or items protested, or wherein errors are alleged to have occurred, citing authorities or references to support such protest, and stating the remedy to which the candidate believes he/she is entitled.

B. The director shall review and answer all protests of any examination part and shall make any necessary corrections. Such corrections shall be applied uniformly to all candidates. Candidates who have protested shall be notified in writing of the disposition of their protest.

9.4 APPEAL OF PROTEST

A. Any candidate who remains dissatisfied may appeal to the commission within five working days after notice of the decision of the director was mailed or given to the candidate. Such appeal to the commission shall be in writing and must state the specific examination parts or items protested, the basis for the protest, and the remedy sought by the candidate.

B. Upon his/her written appeal to the commission, a candidate may request to review his/her qualifications appraisal interview documents and the recording of his/her interview. Such request shall be granted as soon as practicable and the review shall be conducted in the presence of the director or a staff member.

C. Upon review of the appeal, the decision of the commission shall be final.

9.5 USE OF ELIGIBILITY LIST

No regular appointment from an eligibility list shall be effective until the end of the examination review period.
9.6 CORRECTION OF ERRORS

Errors shall be corrected when discovered, during the life of an eligibility list. Changes in eligibility lists resulting from corrections of errors shall be reported in the same manner as the original list. Such changes shall not nullify the promulgation date of the eligibility list, nor certifications and appointments made from such list.

9.7 COPYING OF EXAMINATION PROHIBITED

No one shall copy questions or answers nor in any way alter or mutilate an examination paper or records made available for inspection. Violations may result in cancellation of eligibility and disqualification for future examinations. (E.C. 45279)
MERIT SYSTEM RULES
ARTICLE X

EMPLOYMENT LISTS

10.1 ESTABLISHMENT AND LIFE OF ELIGIBILITY LISTS

A. An eligibility list of successful competitors shall be established for each class upon completion of the examination procedures.

B. Eligibility lists shall be established for a period of not less than one year except that when a list is exhausted for appointments to current vacancies, through use and eligibles being unavailable, the commission may, upon the recommendation of the officer charged with certifying eligibles and after due notice to eligibles who may have made themselves unavailable for appointment, terminate it before a year has expired.

C. Eligibility lists may be established for a period of six months upon the approval of the personnel commission so long as the six months duration of such a list is noted in the recruitment bulletin announcing the examination. If a list is exhausted for appointments to current vacancies, through use and eligibles being unavailable, the commission may, upon the recommendation of the officer charged with certifying eligibles, and after due notice to eligibles who may have made themselves unavailable for appointment, terminate it before the expiration date.

A list may be extended for an additional period of one (1) year or less at the discretion of the commission.

(E.C. 45300)
10.2 TERMINATION OF ELIGIBILITY LISTS
A. An eligibility list is automatically terminated one year from the date of its promulgation unless previously extended or terminated by the commission.

B. An eligibility list is automatically terminated when no eligibles remain on the list.

C. An eligibility list may be terminated by the commission when no eligible is available for appointment to a specific permanent position in a class or when there are less than three ranks on the list.

10.3 CONSOLIDATION OF SUCCESSIVE ELIGIBILITY LISTS
A. Combinations of successive eligibility lists may be made during their first year. Eligibles on lists established within the first year of the life of another list will be placed in the order of their relative excellence in the examination on the like list, lists so merged have been promulgated under conditions and techniques which are sufficiently similar to preserve their competitive character. (E.C. 45291)

B. When lists are consolidated under this rule, the earlier list shall be terminated one year after its establishment, and those eligibles names shall be removed from the consolidated list.

10.4 ELIGIBILITY AFTER APPOINTMENT
An eligibility list shall be used for full-time, part-time, regular, and limited-term assignments in the class. An eligible who accepts part-time employment shall continue to be eligible for full-time employment, and an eligible who accepts limited-term employment shall continue to be eligible for regular appointment.
10.5 **REEMPLOYMENT LISTS**

There shall be established for each class a reemployment list which shall take precedence over all other employment lists in appointment. This list shall contain the names of all permanent classified service employees who have been laid off from any position because of lack of work or lack of funds within a period of 39 months. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who were subject to being, or were in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list.

The names of such employees shall be provided to the Board of Administration of the Public Employees' Retirement System indicating that retirement was due to layoff for lack of work or of funds. Furthermore, if such employees accept, in writing, an appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis. Furthermore, such employees shall, at the option of the employee, be returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time. However, if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (E.C. 45298)

10.6 **REINSTATEMENT LIST**

A. A permanent employee who resigned in good standing may be reinstated in a vacant position in a former classification within 39 months of the last date of paid service.

B. Reinstatement may also be made to a vacant position in a lower related classification.

C. All reinstatements are discretionary with the appointing authority.

(E.C. 45309)

10.7 **REMOVAL OF NAMES FROM EMPLOYMENT LIST**

The name of an eligible may be removed from an employment list by action of the commission for any of the following reasons:

A. A written request by the eligible for removal,

B. Evidence that the eligible cannot be located by return address request of the postal authorities through a "return receipt requested",

C. Waiver of appointment after certification permit as described in 12.2, or

D. Any of the causes listed in Article VII, Section 7.4 (Elimination of Unfit Applicants, Candidates and Eligibles).
ARTICLE XI
CERTIFICATION

11.1 CERTIFICATION OF NAMES

A. Applicants shall be placed on the eligibility lists in the order of their relative merit as determined by competitive examinations, except applicants for senior management and executive secretary positions which will be listed, unranked in alphabetical order. The final scores of candidates shall be rounded to the nearest whole percent for all eligibles. All eligibles with the same percentage score will be considered as having the same rank. (E.C. 45272 and 45256.5)

B. Names shall be certified for appointment from employment lists in the following sequence:

1. Reemployment List

When certification is made from the reemployment list containing the names of all regular classified employees who have been laid off or demoted from any position because of lack of work or lack of funds, one name shall be certified and appointed.

2. Promotional Eligibility List (Three Ranks)

Appointments shall be made from the eligibles having the first three ranks on the list who are ready and willing to accept the position.

3. Open Eligibility List (Three Ranks)

Appointments shall be made from the eligibles having the first three ranks on the list who are ready and willing to accept the position.

4. All names shall be certified for appointment from unranked eligibility lists for senior management and executive secretary positions.

C. All eligibles on the highest three ranks on the list who are ready and willing to accept the position shall be certified to the appointing authority.

11.2 DUAL CERTIFICATION

When the same examination is held on an open competitive and promotional basis to provide a list of eligibles for any class having fewer than three permanent positions or for which the most recent promotional eligibility list failed to provide sufficient available eligibles to fill all the vacancies occurring in permanent positions during the first year of life of the eligibility list, the commission may, prior to the examination, authorize dual certification from the resultant eligibility lists. The three ranks certified shall be those of open and promotional eligibles who have the highest examination scores, including seniority credit for promotional eligibles. (revised, 9/16/86)

11.3 OTHER SOURCES OF ELIGIBILITY

In the absence of a reemployment list for a class, a vacancy may be filled by transfer, demotion, reinstatement or reemployment (after resignation), restoration to former class after voluntary demotion, or other means provided in the rules without regard for existence of eligibility lists.
11.4 **CERTIFICATION FROM LIST FOR ANOTHER CLASS**

If there are no employment lists for the class in which a vacancy occurs, certification may be made from a list for another class at the same or higher level if the duties and qualifications of the related class are substantially similar to the position to be filled and provided that the personnel commission finds that the use of the list will be in the best interest of the district.

11.5 **CERTIFICATION TIME LIMITS**

a. Certifications made from current eligibility lists shall be valid for no longer than 30 days for selection by the appointing authority to fill existing vacancies. Any temporary employee shall be released if selection cannot be made within the 30-day limit.

b. Certification made from current eligibility lists shall be valid for no longer then 30 days for selection by the appointing authority on single vacancies and 90 days on multiple vacancies. Any temporary employee shall be released if selections cannot be made within these time limits.

c. Subsequent certifications may be made if the certification process has commenced prior to the expiration date of an eligibility list in order that the appointing authority would have three ranks from which to make a selection.

11.6 **QUESTIONS TO BE AVOIDED**

Questions relating to political, or religious opinions or affiliations, age, race, color, national origin or ancestry, sex, marital status, or labor union affiliations, shall not be asked of any applicant, or any candidate certified for appointment, nor shall any discrimination be exercised therefore.

11.7 **SELECTIVE CERTIFICATION**

Certification may be made from other than the first three ranks on the eligibility list when the ability to speak, read, or write a language in addition to English or possession of a valid driver's license is a requirement of the position to be filled.

The recruitment bulletin announcing the examination shall indicate the special requirements which may be necessary for filling one or more of the positions in the class.

Where such a position is to be filled, the appointment shall be made from the highest three ranks who meet the special requirements who are ready and willing to accept the position. (E.C. 45277)
ARTICLE XII

DUTIES OF ELIGIBLES AFTER CERTIFICATION

12.1 TIME ALLOWED FOR REPLY TO NOTICE OF CERTIFICATION

Eligibles affected shall be notified in writing when certification is made to a regular position. It shall be the responsibility of every eligible certified to a regular position to respond within four working days from the date of notification. Failure to respond is an automatic waiver and the director may, at the request of the appointing authority certify an additional rank.

12.2 WAIVER OF APPOINTMENT

An eligible may for a reason satisfactory to the director waive appointment after certification, but after two such waivers of permanent appointments to positions in any given class, his/her name shall be removed from the employment lists for that class as being unavailable unless a written notice is made to the director indicating the eligible's willingness and readiness to work.

12.3 NAME MAY BE WITHDRAWN FROM ACTIVE LIST

An eligible may at any time have his/her name temporarily withdrawn from the eligibility list or may make himself/herself unavailable, without penalty, for certification to specific locations or shifts, on giving notice in writing to the director. His/her name will be restored to the eligibility list upon written application to the director during the period for which the eligible list containing his/her name is effective.
ARTICLE XIII

APPOINTMENTS OF CANDIDATES

13.1 VACANCIES IN CLASSIFIED SERVICE

Subsequent to applicants being placed on eligibility lists in order of their relative merit as determined by competitive examinations, appointments shall be made from the first three ranks on the eligibility list who are ready and willing to accept the position. (E.C. 45272)

13.2 OFFICIAL NOTICE

All assignments or reassignments shall officially become effective through the classified personnel office. All personnel actions shall be approved by the director.

13.3 REQUIRED INFORMATION TO APPOINTEES

Upon initial employment, each regularly appointed employee shall be furnished a copy of his/her class specification, the Performance Evaluation Form, Employee Orientation Handbook, Negotiated Agreement, (if position covered by unit) and a Status Notice indicating work location, salary data, position, hours, work year, probationary period and notice that appointment is subject to approval by the Board of Education. Thereafter, upon each change in classification, each classified employee shall be furnished a class specification and a Status Notice reflecting work location, employment status, salary data, position, hours and work year. (E.C. 45169)
ARTICLE XIV

APPLICANT AND EMPLOYEE CLEARANCES

14.1 INITIAL EMPLOYMENT

A. Every person being employed by the district shall be required to complete and pass the following examinations as a condition of employment:

1. Test for tuberculosis which determines that a person is free of active tuberculosis within the past 60 days unless:
   a. The applicant provides a certificate from a school district showing that he/she was examined within the past four years and was found to be free of communicable tuberculosis; or
   b. The school district, that previously employed the applicant, verifies in writing that it has such a certificate on file. (E.C.45122)

2. Physical health examination determined by the district to be appropriate for the class. (E.C.45122)

3. Pre-placement Drug/Alcohol Testing
   a. If a drug test is positive at the pre-placement physical, the applicant must provide within 24 hours of request a bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
   b. A pre-placement drug/alcohol test will be administered to job applicants conditionally placed on an eligibility list for employment with the District in classifications where the job duties could have immediate and direct impact on health and safety. The concern of the District is that prospective employees are in a condition to perform their duties safely and efficiently, in the interests of fellow workers and the public as well as themselves.
   c. Once conditionally placed on an employment eligibility list, prospective employees in the following classifications will be administered a pre-placement drug/alcohol test as part of the District's pre-placement physical examination.

Audiovisual Electronics Technician
Auto Shop Teacher
Construction Supervisor
Copy Center Supervisor
Custodian
Driver's Training Teacher
Facilities Supervisor/Buildings
Facilities Supervisor/Grounds
Child Nutrition Delivery Worker
Child Nutrition Delivery Worker II
Grounds Equipment Operator
Groundskeeper
Heating and Ventilating mechanic
Lead Custodian
Lead Groundskeeper
Locker Room Attendant
Locksmith
Maintenance Carpenter
Maintenace Electrician
Maintenance Leadworker
c. A positive result from a drug test and/or an alcohol level of .08% or above may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties, or responsibilities. (amended 9/11/90

d. If a drug test is positive at the pre-placement physical, the applicant must provide within 24 hours of request a bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

Applicants, who fail to pass the pre-placement drug/alcohol test, may not reapply for District employment for one year from the date the sample was obtained from the applicant.
An applicant denied employment with the District may appeal such decision to the Personnel Commission pursuant to Merit System Rule 14.7.

e. The drug/alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to the following:
   Amobarbital  Morphine
   Amphetamine  opiates (as a group)
   Benzodiazepines  Pentobarbital (Nembutal)
   Butabarbital  Phencyclidine (PCP)
   Butalbital  Phenobarbital
   Cocaine Metabolites  Secobarbital (Seconal)
   Codeine  Alcohol, Quantitative, Urine (level .08%)
   Methamphetamine (Desoxyn)
   Urinary Cannabinoids, Qualitative (level: 50 nanograms)
The collection of urine samples and the chain of custody of the urine samples will follow the National Institute on Drug Abuse protocol.

f. The applicant will be required to sign a consent form giving permission to perform the drug/alcohol testing and to release the results of the drug/alcohol test to the District. If the applicant refuses to sign the above-mentioned consent form, the applicant will be advised that the pre-placement physical examination will not be conducted and the applicant will be disqualified by the District on the basis of an incomplete medical examination. The applicant will be further advised that a second medical appointment will not be permitted at a later date and that the disqualification will remain in effect for the entire period of the applicant's eligibility on the eligibility list.

g. All positive test results will be confirmed by using an alternative testing method.

h. If the initial test result is positive and the confirmatory test result is negative, the overall test will be considered negative.

i. All test results will be forwarded to the District.

j. Positive confirmed test samples will be retained for a minimum period of sixty (60) days by the testing laboratory. All documentary physical examination information provided to the District will be maintained in a confidential applicant file that will be securely kept under the control of the Classified Personnel Director. (adopted 8/18/87 / amended 3/7/89)

4. Criminal record check within ten (10) working days of the date of employment. (E.C.45125)

B. No person shall be employed by the district who has been convicted of or determined to be the following, unless such conviction of or determination has been reversed in a new proceeding or trial and the charges dismissed:

1. Conviction of any sex offense as defined in section 44010 of the Education Code. (E.C.45123)

2. Conviction of any narcotics offense as defined in section 44011 of the Education Code. The governing board may employ a person convicted of a narcotics offense if the governing board determines from the evidence presented that the person has been rehabilitated for at least five years. The governing board shall determine the type and manner of presentation of the evidence and the determination of the governing board as to whether or not the person has been rehabilitated is fact.

3. Determined to be a sexual psychopath pursuant to Article I (commencing with section 6300), Chapter 2, Part 2, Division 6 of the California Welfare and Institutions Code or under similar provisions of law of any other state. (E.C.45124)
C. Every person offered employment by the District shall be required to submit documentation in order to establish both their identity and their employment authorization to work in the United States under the Immigration Reform and Control Act of 1986. Every person must complete Section I of the Employment Eligibility Verification Form (Form I-9) verifying that they are citizens or nationals of the United States, aliens lawfully admitted for permanent residence or aliens who are authorized by the Immigration and Naturalization Service to work in the United States.

The required documents which establish both identity and employment eligibility are (persons may submit any document from List A; or alternatively, one document from List B and List C):

1. Documents establishing both employment authorization and identities:
   a. United States passport
   b. Certificate of United States Citizenship
   c. Certificate of United States Naturalization
   d. Unexpired foreign passport, with employment authorization
   e. Alien Registration Receipt Card with photograph
   f. Temporary Resident Card
   g. Employment Authorization Card

2. Documents evidencing employment authorization:
   a. Social Security card (other than such a card which specifies on the face that the issuance of the card does not authorize employment in the United States).
   b. Birth certificate issued by state, county or municipal authority bearing a seal or other certification.
   c. Unexpired INS employment authorization.
   d. Unexpired re-entry permit.
   e. Unexpired refugee travel document.
   f. Certification of birth issued by the Department of State.
   g. Certification of birth abroad issued by the Department of State.
   h. U.S. citizen ID card.
   i. Native American tribal card.
   g. Identification card for use of resident citizen in the United States.

3. Documents establishing identity of individual:
   a. Driver's license or state ID card if it contains a photograph and other personal identification information.
   b. U.S. Military card or draft record.
   c. School ID card with a photograph.
   d. Voter's registration card.
   e. Identification card issued by federal, state or local government agency.
   f. Military dependent's ID card.
   g. Native American tribal documents.
   h. U.S. Coast Guard Merchant Mariner Card.
   i. Driver's license issued by a Canadian government authority.

For individuals under age 16 who are unable to produce one of the documents listed:
   1. School record or report card
   2. Clinic, doctor or hospital record
   3. Day care or nursery school record

Adopted 7/21/87
14.2 DURING TERM OF EMPLOYMENT

A. Every employee shall undergo a tuberculosis test to determine that he/she is free from active tuberculosis at least every four years after initial employment; or upon administrative discretion. If at any time there is cause to believe that an employee is afflicted with active tuberculosis, he/she may be excluded from service until the board is satisfied that he/she is not so afflicted. (E.C.49406)

B. In the best interest of the employee and the classified service, an employee may be required to undergo a physical health examination at the administrative discretion of his/her supervisor or building principal if there is probable cause an employee's health is jeopardizing the performance of his/her duties.

14.3 TUBERCULOSIS TEST

A. The examination shall consist of an xray of the lungs, or an approved intradermal tuberculin test, which, if positive, shall be followed by an xray of the lungs.

B. The xray film may be taken by a competent and qualified xray technician; however, all tests shall be interpreted by a physician and surgeon licensed under chapter 5 (commencing @ section 2000) of Division 2 of the Business and Professions Code.

C. After the examination, each person shall cause to be filed with the district a certificate from the examining physician and surgeon showing the person was examined and found free of active tuberculosis.

14.4 CRIMINAL RECORDS CHECK

A. The criminal records check shall consist of having two 2"x2" fingerprint cards bearing the legible, rolled and flat impressions of such person's fingerprints together with a personal description of the person prepared by the Classified Personnel Office and the Classified Personnel Office shall transmit such cards, together with the fee, to the State Department of Justice.

B. At the discretion of the State Department of Justice, it may forward copies of the fingerprint card to other bureaus of investigation it may deem necessary in order to verify any record of previous arrests or convictions of the person.

C. All criminal record reports shall be treated as confidential. If the check discloses a criminal record, the board shall decide whether or not the person should be employed or retained in employment and shall notify the commission of the decision.

Amended 11/18/97

14.5 COSTS FOR EXAMINATIONS

All expenses incurred for the examinations listed herein shall be paid by the district. (E.C.49406 & 45122)

14.6 APPLICATION OF RULE

With the exception of the physical health examination, this rule shall also apply to the following persons exempted from the classified service:

A. Any substitute or temporary employee paid for less than a school year.
B. Full-time students employed part-time by the district.
C. Any apprentice.
D. Any professional expert employed temporarily for a specific project.
E. Any part-time playground position.
MEDICAL REVIEW BOARD

A. Any rejection for medical reasons of an eligible or of an employee who has been on leave of absence may be appealed to the commission.

B. The commission may employ outside medical experts to give a medical advisory opinion.

C. The commission, based on evidence submitted and the advice of a medical review board, shall determine whether or not the denial of appointment or return from leave shall be sustained. The decision of the commission shall be final.
ARTICLE XV

SHORT TERM ASSIGNMENTS

15.1  PROVISIONAL ASSIGNMENTS

A. Provisional Appointments

When no eligibility list exists for a position in the classified service, an employee may receive provisional appointments which may accumulate to a total of 90 working days. A 90-day calendar-day interval shall then elapse during which the person will be ineligible to serve in any full time provisional capacity. No person shall be employed in provisional capacities by the board for a total of more than 126 working days in any one fiscal year, except that when no one is available on an appropriate eligibility list for a part-time position. Successive 90-working-day provisional appointments may be made to the part-time position for a total of no more than 126 working days in any one fiscal year. (E.C. 45287)

B. Extension of Provisional Assignments

The commission may authorize the extension of a provisional employee's assignment for a period not to exceed 36 working days provided the following requirements are met:

1. An examination for the class was completed during the first 90 working days of his provisional assignment.
2. Evidence satisfactory to the commission is presented indicating:
   a. That an adequate recruitment effort has been and is being made.
   b. That extension of the provisional assignment is necessary to carry on vital functions of the district.
   c. That the position cannot be satisfactorily filled by use of other employment lists or procedures.

C. Successive Provisional Assignments

Successive provisional appointments of 90 working days or less each may be made in any class in the absence of an appropriate eligibility list; provided that continuous examination procedures for the class have been authorized by the commission. Such successive provisional appointments may be made and persons employed in temporary capacities under the board for a total of no more than six months in any one-year. Such appointments may continue for the length of time for which they were made, but may not be extended if a certification can be made from an appropriate eligibility list. (E.C. 45289)

D. Terminating Provisional Appointments

The services of a provisional appointee shall be terminated within 15 working days after the date on which an eligibility list has been established; provided that this 15-day period does not extend beyond the 90-working-day provisional assignment or the additional 36 working days if authorized by rule 15.1, B.

A provisional appointment may be terminated at any time, at the discretion of the appointing power.
15.2 LIMITED-TERM ASSIGNMENT

A limited-term assignment is an appointment of a person to a position, the duration of which is not to exceed six months; or in the case of an appointment in lieu of an absent person, is not to exceed the authorized absence of said employee. (E.C. 45286)

A limited-term assignment to any class shall meet the entrance qualifications specified in the appropriate class description. Eligibles shall be certified in accordance with their position on an eligibility list, if available, and their willingness to accept such limited-term appointments.

Limited-term assignments shall include the following:

A. Substitute Appointment - A temporary employee assigned to the same or lower related classification than that of the absent employee.

B. Relief Appointment - An assignment to a relief position which augments the number of regular positions in a given organizational unit.

C. Emergency Appointments - If it should become necessary in time of emergency to fill positions in the classified service to prevent the stoppage of public business and persons on eligibility lists are not immediately available, the board, through the director, may make emergency appointments for a period not to exceed 15 working days. (E.C. 45290)

D. Summer School/Extended Program Appointments - Temporary employee services during the summer session.

15.3 SUMMER SCHOOL/EXTENDED PROGRAM ASSIGNMENT

A. General Criteria

Summer School/Extended Program employment for classified positions shall give preference to qualified employees of the district desiring such limited-term employment. Only in the event of insufficient applications will persons not employed by the district be offered to compete for the positions. Furthermore, in such instances, qualifications for examination, in accordance with standard classified personnel selection procedures shall be applicable.

The criteria established for employment is based upon the particular requirements of the Summer School/Extended Program.

B. Criteria for Selection of District Employees The applicant shall be qualified for the position demonstrated by:

1. Current employment in the classification; or
2. Having previously occupied the classification permanently.

C. Quality of Prior Service in the District

1. The applicant shall demonstrate capability for meeting and working with the public in a cordial manner.
2. It is highly desirable that an applicant for a clerical position shall have experience or a good working knowledge of attendance record keeping and standard office procedures. Furthermore, proficiency in clerical tasks is important.
3. In the event of identical ratings, longevity with the district shall be the deciding factor.
15.4 CONCURRENT ASSIGNMENT

Concurrent regular assignment of one additional employee, of not more that five working days, may be permitted in connection with changes of personnel other than those brought about through retirement. In retirement cases, the concurrent assignment in addition may equal in duration any vacation granted to the retiring employee.

15.5 EMPLOYMENT OF RETIRED EMPLOYEES

A. Any employee who retired as a member of the Public Employees Retirement System may be employed for up to 120 working days or 960 hours in a calendar year whenever other eligibles are not available and the employee's skills or knowledge are needed, or during an actual emergency to prevent the stoppage of public business, provided:

1. The retired employee has been approved by a medical authority designated by the Commission.

2. The assignment of the retired employee is approved and certified as to need by the requesting office.

3. The retired employee certifies in writing that he/she understands that his/her employment is limited to a maximum of 120 working days or 960 hours in a calendar year with the District and any other employer subject to the provisions of the Government Code Sections 21153 and 21158.

3. Retired employees assigned for limited periods shall not be granted leaves other than a paid industrial accident leave as provided in Article XXIII. (G.C. 21153, 21158, and E.C. 45135) (amended 4/3/90)
ARTICLE XVI

CHANGES IN ASSIGNMENTS

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

16.1 TRANSFER OF EMPLOYEES – Amended 9/14/10

16.1.1 DEFINITIONS

A. **Position transfer** shall mean reassignment of an employee between job sites or between departments at the same job site, within the same classification on the basis of a voluntary or involuntary transfer.

B. **Lateral transfer** shall mean reassignment of an employee to a position in a related class with the same salary range on the salary schedule on the basis of a voluntary or involuntary transfer. Such transfer shall require the approval of the Director, Classified Personnel as set forth below.

C. **Voluntary Transfer** shall mean reassignment at the request of the employee.

D. **Involuntary Transfer** ("administrative transfer") shall mean reassignment by the Assistant Superintendent, Human Resources and/or the Director, Classified Personnel, for the good of the District, provided that such actions shall not be taken for arbitrary, capricious or illegal reasons.

16.1.2 GENERAL TRANSFER PROVISIONS

A. **TRANSFER ANNOUNCEMENT**: Whenever a position vacancy is created or a position’s assigned time is permanently increased, the Classified Personnel Department will post the position on a transfer bulletin with a copy sent out to all District work locations, and post it on the transfer listings page of the Classified Personnel webpage. The transfer listing shall specify the transfer filing period, not less than five (5) working days.

B. **REQUEST FOR TRANSFER**:
   i. An employee may file a request for transfer with the Classified Personnel department at any given time, which shall be active for a period of one (1) year from the time of filing.
   ii. An employee must have on file a transfer request before the closing deadline for the requested position transfer.

C. The Classified Personnel staff shall maintain a listing of all active employee transfer requests, and purge the lists as necessary after transfer requests have been fulfilled, withdrawn or expired.

16.1.3 ELIGIBILITY FOR TRANSFER

A. An employee shall not be deemed eligible for voluntary transfer without prior approval of the Director, Classified Personnel for any one of the following reasons:
   i. An employee has not attained permanent status in his/hers current job classification.
   ii. The most recent performance evaluation reflects a performance rating of below “meets standards”.
   iii. A record of at least two (2) formal written reprimands addressing performance deficiencies within six months preceding the transfer vacancy announcement.
   iv. A record of formal disciplinary action (ie. suspension) either recent or pending Board of Education action or appeal to the Personnel Commission.
   v. The above criteria may be waived on an agreement between the union and the Director, Classified Personnel.
B. Lateral transfer eligibility shall be established by the Director, Classified Personnel by determining whether the job classes are sufficiently “related” by applying the following criteria:

1. Similarities of duties as specified on the job description for each job class
2. Similarity of minimum entrance qualifications for each job class
3. Similarity of occupational fields
4. Similarity of examination content
5. Additional factors:
   i. The length of service of the employee with the District
   ii. The basis for transfer is a result of layoff (displacement or a reduction in hours or work year), reclassification of the employee’s position to a higher job class, reclassification of the employee’s position due to a sudden reorganization of duties, or disability accommodation. At such time, if the employee is assigned to a generic job class with multiple positions, the position assigned duties will be closely examined to determine relatedness to the requested job class.
   iii. The employee meets the minimum qualification requirements for the job class that transfer is requested to.

C. An employee, who has been deemed ineligible for voluntary transfer per 16.1.3, upon request, shall receive in writing, the rationale for such denial. A designated union representative shall be copied on the response to the employee.

16.1.4 CERTIFICATION OF TRANSFER CANDIDATES FOR INTERVIEW
A. The transfer request must be “active” in order for the employee to be certified to the hiring authority as an eligible transfer candidate during a position vacancy filling process; the employee will be notified by the Classified Personnel department that their name is being certified as eligible for transfer.

B. The Classified Personnel staff will provide a hiring authority with a certified list of eligible transfer candidates in accordance with their seniority ranking.

C. When filling a single vacancy from a list of voluntary transfer candidates, the hiring authority shall interview at least the two (2) most senior applicants on the certified transfer eligibility list.

D. When filling multiple vacancies within a department, the hiring authority shall interview at least the three (3) most senior applicants, depending on the number of vacancies available.

E. The selected transfer candidate shall be released from their current assignment location within ten (10) working days of the date of transfer offer, unless otherwise agreed to by all parties.

16.1.5 INVOLUNTARY (“ADMINISTRATIVE”) TRANSFER PROCEDURES
A. District administration initiated transfers shall provide the impacted employee with at least five (5) days notice in writing, unless compelling circumstances exist for why such notice cannot be afforded. If the District is not able to meet the advance notice guidelines, the employee’s union association representative and the employee shall be provided with the rationale for such action.

B. Involuntary transfers from positions paying a salary differential rate that would result in a loss of compensation shall only be done for disciplinary reasons in accord with the rules and regulations guiding the disciplinary proceedings.

C. An employee who has been involuntarily transferred may, within five (5) working days after receiving written notification, request and shall be granted a conference with the appropriate administrator to discuss the administrative reassignment.
16.1.6 EFFECTS OF TRANSFER
A. Position transfers shall have no adverse effects on the employee’s status, including seniority standing, salary step, accrued sick and vacation leave, unless such transfer is a result of formal disciplinary action taken by the Board of Education.

B. Lateral transfers: A permanent employee who transfers to a position in a class in which the employee has not previously completed a probationary period shall be considered probationary in that class for (3) months or ninety (90) work days, whichever is longer. At any time during this probationary period, the employee may be returned (transferred) to a former class without right of appeal. Any seniority earned by a probationary employee who is returned or transferred to a former class shall be credited to that former class. (E.C. 45260, 45261)

16.1.7 APPEAL RIGHTS
A. An employee may file an appeal to the Director, Classified Personnel if he/she feels that the rules and procedures guiding the transfer process have not been followed in accord with the set provisions of this article.

B. If a District Administrator or an employee requesting a lateral transfer has their request denied by the Director, Classified Personnel, he/she may file an appeal to the Personnel Commission for a final determination, by submitting their appeal and related rationale in writing to the Personnel Commission Chairperson.

C. Prior to filing an appeal with the Personnel Commission, an employee must exhaust all available appeal rights provided for in the collective bargaining agreement between the CSEA and the District.

Article 16.1 Amended 09/14/10

16.2 DEMOTIONS
A. A permanent employee may request a voluntary demotion without competitive examination procedures to a vacancy in a class with a lower maximum salary rate of which he/she had formerly been classified as a permanent employee. Such requests require the approval of his/her administrator and that of the office to which he/she is to be assigned.

B. A permanent employee may request a voluntary demotion to any class which is not higher than a class in which he/she had acquired probationary or permanent status, provided that the requested assignment indicates:
   1. Similarity of duties.
   2. Similarity of entrance qualifications.
   3. Similarity of fields of promotional opportunities.
   4. Similarity of examination content.

C. Voluntary demotion is a privilege available to a probationary employee only in cases when he/she would otherwise be laid off for lack of work or lack of funds.

D. Involuntary demotion is a disciplinary action for cause and is subject to the pertinent rules and procedures contained herein. No permanent employee shall be demoted or removed except for reasonable cause designated by rule of the commission as detrimental to the efficiency of the service. (E.C. 45302)

E. A permanent employee demoted because of incompetency or inefficiency during his/her probationary period in a higher class has rights which shall be exercised in the following priority:
   1. Rights to be assigned to an existing vacancy in the class from which he/she was most recently promoted.
   2. Rights to displace in the class from which he/she was most recently promoted, providing he/she has more seniority than the employee with the least seniority.
   3. Rights to be assigned to an existing vacancy in any lower class in which permanency was attained.
4. Rights to displace in any lower class in which permanency was attained, providing he/she has more seniority than the employee with the least seniority.

16.3 REINSTATEMENTS

A. Any permanent employee who voluntarily resigns from his/her position may be reinstated or reemployed by the board within 39 months after his/her last day of paid service and without further competitive examination, to a vacant position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class in which the employee formerly had permanent status.

B. Reinstatement of an employee shall have the following effects:

1. Reinstatement to the former step in the current salary range for the class, or, if reinstated in a lower class, to the rate closest to that of the step to which he/she would be assigned if he/she were reinstated in his/her former class.

2. Reinstatement of accumulated sick leave and seniority as of the date of separation.

3. Reinstatement of former anniversary date, but without step-advancement credit for the off-duty period.

4. Reinstatement of all rights, benefits and burdens of a permanent employee in the class to which reemployed. (E.C. 45309)

16.4 RESTORATION

An employee who accepted demotion in lieu of layoff for lack of work, lack of funds, or abolishment or reclassification of his/her position, has the right to be restored in accordance with his/her seniority to any newly created position from which he/she voluntarily demoted within 39 months after demotion. Intervening reassignments to other classes shall not abrogate that right.

16.5 LAYOFF PROCEDURES

16.5.1 LAYOFF DEFINITION

“Layoff” constitutes layoff from employment or any reduction in assigned time per day, week, month, or year; or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, to avoid interruption of employment by layoff. (E.C. 45101)

16.5.2 REASON FOR LAYOFF

A. The layoff of classified employees shall only occur for a lack of work or a lack of funds, and only in accordance with the rules and regulations of the Personnel Commission and the Education Code. Any effects of layoff that may be negotiated by and between the District and any recognized exclusive representative shall be in addition to these rules and regulations. Any agreement between the District and a recognized exclusive representative may not provide for less than the mandated employee protections and procedures outlined in this rule.

B. No regular employee shall be laid off from any position while employees serving under limited-term or provisional appointment are retained in positions of the same class unless the regular employee declines the limited term or provisional assignment. (E.C. 45117, 45261, 45298, 45308)

16.5.3 LAYOFF RESOLUTION BY THE BOARD OF EDUCATION

Before layoff notice can be issued, the Board of Education shall adopt a resolution outlining the number of positions within each classification to be eliminated or reduced in assigned time. (E.C. 45260, 45261)
16.5.4 ADVANCE NOTIFICATION TO EXCLUSIVE REPRESENTATIVE
If any of the impacted positions are represented by a collective bargaining exclusive representative, the District and the exclusive bargaining representative shall meet to review the proposed layoff action. A copy of each layoff notice will be sent to the exclusive representative. (E.C. 45260, 45261, G.C. 3540-3549.3)

16.5.5 NOTICE OF LAYOFF
A. When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work/lack of funds, affected employees shall be given notice of layoff, not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights. The notice to the affected employee shall specify the reason for the layoff and be given by personal delivery or by certified mail to the last known home address of the employee on file in the Classified Personnel office. Failure of the employee to retrieve delivered mail, or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notification, or the staying of the timelines outlined in these rules. For purposes of this rule, if a notice is mailed, the third working day following the postmark date of the notice shall be considered to be the official date of receipt.

B. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of the layoff.

C. Nothing provided herein, shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries and/or benefits of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Education, without the notice required in subsections (A) or (B) hereof.

D. A notice of layoff shall contain the following items:
   1. The reason for the layoff
   2. The employee's displacement rights, if any
   3. The employee's reemployment rights
   4. The right to an exit interview with the Director-Classified Personnel during working hours, with a representative of the exclusive representative (if applicable to the position) present
   5. The name and classification of the employee designated for layoff
   6. A statement that the employee may have a right to unemployment insurance
   7. A statement that the employee has a right to continue insurance at their own expense (E.C. 45117, 45260, 45261)

16.5.6 ORDER OF LAYOFF
A. Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority, and, therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.

B. For service commencing or continuing after July 1, 1971, "length of service" means all hours in paid regular status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.

16-5
C. Time spent on leave without pay shall not be included when computing seniority, but all time spent on approved leaves with pay or military leave, illness, maternity, family care, or industrial accident leave shall count toward seniority accrual. In the event an employee returns to work following any other unpaid leave or absence, no further seniority shall be accrued for the time not worked.

D. Seniority continues to be accrued in lower classes held after employee promotes to higher classifications. (E.C. 45260, 45261, 45308)

16.5.7 SITE SENIORITY

If a position in a classification is eliminated or reduced at a site or department which has multiple positions at that site or department with similar times, the least senior employee in that classification with those assigned hours will be bumped from the site before more senior employees in that classification and assigned hours are impacted. EXAMPLE: A site has four Instructional Assistants that are each three (3) hours per day. If one three (3) hour position is eliminated at that site, the least senior of the four Instructional Assistants at that site will be bumped.

16.5.8 BUMPING AND DISPLACEMENT RIGHTS

A. An employee in the classified service who is laid off shall have the right to bump the least senior employee in the same class. If there is no option for bumping within the same class and the employee has achieved permanent status in an equal or lower class, the employee shall have the right to bump the least senior employee in that equal or lower class.

B. Bumping order shall follow the following procedure:
   1. When a permanent position is to be reduced in assignment time per day, week, month or year, the incumbent shall have the right to transfer to any vacant position in the same class which is not greater in assigned time than his/her former position.
   2. If the previous option is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee.
   3. If the previous option is unavailable, the employee shall also have the option of bumping into an equal or lower class previously held as a regular classified employee, that will provide at least the same or lower assigned time as the employee's current position. (E.C. 45260, 45261, 45308)

16.5.9 VOLUNTARY DEMOTION OR TRANSFER IN LEIU OF LAYOFF

A. A permanent classified employee who will suffer a layoff for lack of work or lack of funds despite bumping rights, may be offered a transfer to a vacant position in an equal class or a voluntary demotion to a vacant position in a lower class, providing the employee is deemed qualified to perform the duties thereof as determined by the Director, Classified Personnel.

B. A classified employee who accepts a demotion in lieu of a layoff shall be placed on the salary range of the lower class, at the step closest to the employee's hourly salary rate in the higher classification, without being more than the previous hourly salary rate.

A classified employee who accepts placement in an equal classification shall be placed on the same salary range and step as in the previous position.
C. A permanent employee who transfers to a position in a class in which the employee has not previously completed a probationary period shall be considered probationary in that class for the standard probationary period outlined in these rules. At any time during this probationary period, the employee may be returned (transferred) to a former class without right of appeal. Any seniority earned by a probationary employee who is returned or transferred to a former class shall be credited to that former class. (E.C. 45260, 45261)

16.5.10 P.E.R.S. RETIREMENT IN LIEU OF LAYOFF

Regular employees who have at least five (5) years of service credit under the Public Employees Retirement System and are fifty (50) years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reductions in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to the Public Employees Retirement System provided by the Classified Personnel Office for this purpose. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with this regulation. If the District makes an offer of reemployment, and the Classified Personnel Office receives a written acceptance of the offer within five (5) working days, the District shall maintain the vacancy until the Public Employees Retirement System has properly processed the request for reinstatement from retirement. (E.C. 45115, 45260, 45261)

16.5.11 REEMPLOYMENT PROCEDURES

A. PLACEMENT ON REEMPLOYMENT LIST: The names of regular classified employees laid off pursuant to these rules shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in order of seniority as defined by these rules.

B. REEMPLOYMENT ELIGIBILITY: Laid off employees are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period from the date of the actual layoff and shall be employed in the reverse order of layoff. In addition, they shall have the right to apply for promotional and transfer positions and use their seniority therein for a period of thirty-nine (39) months following layoff. Upon written request to the Classified Personnel Department, an employee on a reemployment list shall be notified of promotional and/or transfer opportunities. A reemployment list shall be used before any other means of filling a vacancy in the class or category for which the list was established.

C. EXTENDED REEMPLOYMENT ELIGIBILITY: Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

D. DISTRICT SEPARATION: When an employee who took a voluntary demotion or voluntary reduction in assigned time in lieu of layoff separates from the District in good standing prior to being reemployed in the class from which laid off, the status of that employee reverts to placement on the reemployment list, with eligibility for reemployment for thirty-nine (39) months from the date of layoff.

E. REMOVAL OF NAMES FROM THE REEMPLOYMENT LIST: A name may be removed from a reemployment list only for the following causes:
   i. Conviction of a crime or crimes which would be sufficient to support dismissal of a permanent employee.
   ii. Conduct which would cause dismissal under the provisions of Section 45303 of the Education Code.
   iii. Making false statements or omitting a statement as to any material fact on an application form or health advisory form.
   iv. Dismissal for cause from employment subsequent to layoff.
v. Employee removed from list shall be accorded a statement of reasons and the right to a hearing before the Personnel Commission. Written notice of removal and the reason therefore shall be provided to the employee, who shall be afforded and notified of appeal rights as those provided in Article VII. (E.C. 45260, 45261)

16.6 REASSIGNMENTS BECAUSE OF ILLNESS OR INJURY

A regular employee who is determined by the board to be incapable of performing the duties of his/her class because of illness or injury may, at the discretion of the board, be assigned duties which he/she is capable of performing as recommended by the commission.
ARTICLE XVII
RESIGNATION

17.1 RESIGNATION PROCEDURE

When an employee desires to resign from his/her position, he/she shall present the resignation in writing to their supervisor, and a copy of such resignation shall immediately be filed by the supervisor with the director. An employee shall have one week (seven calendar days) in which to rescind his/her resignation in writing to the director.

A resignation relates only to the specific position from which the employee resigns and does not impair his/her rights to other positions which he/she may hold on eligibility lists except that an employee who resigns shall have his/her name removed from promotional eligibility lists. (E.C. 45261)

17.2 ACCEPTANCE OF RESIGNATION

The board may accept the resignation of any employee and may fix the time of effect which shall not be later than the close of the school year during which the resignation is received by the board. The commission will be informed of all such resignations prior to action of the board, whenever possible. (E.C. 45201)
ARTICLE XVIII

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

COMPENSATION PLAN

18.1 ESTABLISHMENT OF PLAN

The commission shall recommend to the board a comprehensive compensation plan for all classes of positions in the classified service. The plan shall include salary schedules for the various classes with the salary of each consistent with the responsibility and difficulty of work as outlined in the class descriptions, and shall be based on the principle that like salaries shall be paid for comparable duties and responsibilities. Such compensation plan shall include, for each class of position, a minimum and maximum rate, and intermediate rates to provide for steps in salary advancement without change of duty, in recognition of longevity. In preparing the compensation plan, prevailing rates of pay in other public employment and in private business, and the current cost of living shall be considered. *(E.C. 45268)*

18.2 ADOPTION OF PLAN

The proposed compensation plan or any changes therein shall be submitted to the board for its consideration, approval, amendment or rejection. Salary ranges for classes of positions shall be amended or abolished in the same manner as they are adopted.

No amendment to the classification plan shall be adopted by the board until the commission has first been given a reasonable opportunity to make a written statement of the effect such amendments will have upon the principle of like pay for like service. No changes shall operate to disturb the relationship which compensation schedules bear to one another, as the relationship has been established in the classification made by the commission. *(E.C. 45268)*

18.3 SALARY SCHEDULES

When compensation schedules become effective through adoption, they shall constitute the official schedule of salaries for the classifications of positions listed.

18.4 ALLOCATION TO APPROPRIATE SALARY STEP

Subject to the provisions of compensation for employees in limited-term assignments, appointments to classes with more than one step shall be as follows:

A. All appointments, promotions, and salary increases shall be recommended by the appointing authority, certified by the Director of Classified Personnel and approved by the Board of Education.

B. Except as otherwise provided in these rules, new employees shall be appointed to the first step of the range for the classification.

C. New employees may be appointed by the appointing authority at the (B) or (C) step on the salary range for the classification if the employee has additional, comparable experience as acknowledged by the appointing authority.

D. Under recruitment difficulties or when considering an applicant with qualifications significantly exceeding the minimum for the classification, the appointing authority, with the approval of the Personnel Commission, may make the appointment to any step within the range for the class.

E. Employees appointed to the (A) or (B) step of the range may be recommended for a step advancement after completion of probation based on previous comparable experience.

F. Employees who are promoted to a classification allocated to a higher salary range shall be placed on the step of the higher salary range that will provide a salary increase of not less than five percent except when the maximum step of the range for the new class will be attained.
G. When a classified employee accepts a voluntary demotion to a classification with a lower salary range, the employee shall be placed on the lower range at the same step as their previous classification.

H. Regular, part-time employees' monthly salaries shall be in the same proportion as the hours worked to the total hours worked by regular, full time employees.

18.5 SALARY STEP ADVANCEMENT WITHIN CLASS FOR REGULAR EMPLOYEES

Subject to the following limitations, every classified employee, other than one with limited-term status only, shall be advanced to the next higher step, if any, in his regular class within the salary intervals as follows:

A. All salary advancements within each class shall not be automatic but shall be based upon satisfactory performance, merit and fitness. Any and all advancements shall be contingent on the availability of funds as determined by the Board of Education.

B. Permanent management and supervisory employees may be advanced to the next higher step in the salary range on the first day of the month following one year of service from the date of appointment or from a previous step increase, whichever is more recent, until the maximum step has been reached.

C. Permanent management and supervisory employees promoted to higher classifications shall be eligible for step advancement on the first day of the month following one year of service in the higher classification until the maximum step has been achieved.

D. Step advancement for permanent, confidential employees will be as directed by the Board and the same as provided unit members under the Negotiated Agreement.

E. Employees returning from a leave of absence or reinstated shall resume the same step placement and advancement on the range as attained at the time the employee left the classified service. The time not in paid service shall not be counted for step advancement purposes.

18.6 COMPENSATION FOR EMPLOYEES IN LIMITED-TERM ASSIGNMENTS

A. Employees without regular status shall be compensated at a step within the range for the class.

B. A regular employee who is on leave from the class to which he/she is regularly assigned in order to serve a limited-term assignment in another class, or an employee who has taken a voluntary reduction in status shall be compensated as follows:

1. If the limited-term assignment is in an equivalent or a lower class, the employee shall receive the rate of the current step on the schedule, but in no event shall he/she receive more than the maximum step for the class in which the limited-term assignment is made, unless a differential is applicable in the limited-term assignment.

2. If the limited-term assignment is in a higher class:
   a. For the number of hours during the pay period which corresponds to five days, the employee shall receive the current rate.
   b. For the number of hours during the pay period which corresponds to five days or more, or for five consecutive days or more, the employee shall receive for the number of hours in paid status in the higher class:
      (1) The rate of the higher class which is next above the rate of his/her current step on the schedule or the minimum of the class, whichever is greater, if both the class in which the limited-term assignment is made and the employee's regular class are on schedules. No salary advantage shall accrue by reason of this paragraph to an employee who has been demoted to or reemployed in a lower class without a reduction in salary unless the class of the limited-term assignment is higher than the class from which he/she resigned, was demoted, or was laid off.
(2) The hourly rate of the class in which the limited-term assignment is made, if it is on a flat hourly rate.

(3) The rate of the salary schedule of the class in which the limited-term assignment is made that is greater than the pay period equivalent of the employee's hourly rate, if the former class is on a schedule and the employee's regular class is on a flat hourly rate.

C. Regular employees (whose regular assignments are on other than a 12-month assignment basis code) who are given substitute, relief, or provisional assignments during the summer shall be paid in accordance with the provisions of Paragraph 18.6 (B) except that the five days' service requirement shall not be applied.

1. The following definitions shall apply unless the context indicates otherwise:

   a. "Differential compensation" means either a reduction in the number of hours required to be actually worked or an increase in salary.

   b. "Shift" means the number of hours worked and shall include a duty-free meal period of not less than one-half hour which, in the case of a seven or eight hour shift, shall occur approximately at the midpoint of the shift. This subdivision shall not apply to employees working six hours or less, or assigned to a split shift. (E.C. 45180)

2. The board or the commission, shall, insofar as it is possible to do so, determine the practices relating to morning and night shift salary differentials in the private employment fields in which it must compete for employees for its classified staff and shall consider the advisability of providing comparable salary differentials for its classified staff. (E.C. 45181)

3. The board may provide differential compensation to those classified employees who perform duties of a distasteful, dangerous, or unique nature, when, in the opinion of the board, such compensation is reasonably justified. Such differentials shall be based upon findings and recommendations of the commission and shall not be applied in a manner contrary to the principle of like pay for like service. (E.C. 45182)

4. Assignment to duties for which differential compensation is designated, other than a temporary assignment of less than 20 working days, shall be made on the basis of seniority among those employees within the appropriate class who request such an assignment. (E.C. 45183)

5. No employee assigned to work a shift entitled to differential compensation shall be demoted in class or grade as a result of such an assignment. (E.C. 45184)

6. An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for 20 working days or less, assigned to a shift not entitled to such compensation. The regular rate of pay for all purposes of an employee assigned to a shift which provides differential compensation shall be the differential rate. (E.C. 45185)

18.7 PAYMENT OF COMPENSATION OPTIONS

The governing board of any school district not paying the annual or monthly salaries of persons employed by the district in 12 equal monthly payments may withhold, upon election of all employees in the same classification, from each payment made to such employees an amount as follows:

A. For employees employed 11 months of a year, an amount equal to 8 1/3% thereof and the total amount deducted to be paid not later than the tenth day of September next succeeding.

B. For employees employed 10 months of a year, an amount equal to 16 2/3% thereof and the total amount deducted to be paid in two equal monthly installments no later than the tenth day of August and the tenth day of September next succeeding.

C. For employees employed nine months a year, an amount equal to 25% thereof and the total amount deducted to be paid in three equal monthly installments not later than the tenth day of July, the tenth day of August and the tenth day of September next succeeding.
Once such employees have elected to be brought under the provision of this section such election shall not be revocable until the commencement of the next ensuing fiscal year. However, in the event any such employee leaves the service of the district by death or otherwise before receiving such monies as may be due him/her the amount due shall be paid within 30 days of the last working day to him/her or any other person entitled thereto by law. (E.C. 45165)

18.8 **UNIFORM AND MEAL ALLOWANCES**

In addition to the compensation authorized by the board, employees required to wear a uniform shall receive two sets, not to exceed $15 per set, after completion of probation and each year thereafter an annual replacement allowance of $20.

18.9 **UNLAWFUL EMPLOYMENT**

If the director finds that any person has been employed in violation of any provision of the act or the rules and regulations, notice of such violation shall be made to the board and the county office that the drawing, signing, or issuing of any warrant on the treasurer or other disbursing officer of the county for the payment of salary or compensation to such person is unlawful. (E.C. 45310)

18.10 **TIME OF PAYMENT COMPENSATION**

Orders for the payment of wages shall be drawn at least once during each calendar month. Such payment shall be made on the last working day of the month in which the employee was in paid status. (E.C. 45166)

18.11 **FIXING OF SALARIES**

A. The board shall, not later than the date prescribed by law for approval of the publication budget of every year, fix the annual salaries for the ensuing school year for all classified employees.

The board may, at the time, include an increase in such annual salaries, all or part of which increase is conditional upon the actual receipt by the district of anticipated revenue from all sources. If the revenue actually received is less than that anticipated, the board may, at any time during the school year, reduce such annual salaries by an amount not to exceed the amount which was granted subject to the receipt of such revenues. Exception to this rule is provided in E.C. 45162.

B. The board may, at any time during the school year, increase the salaries of persons employed for the remainder of the school year.

C. The board may, at any time, increase the wages or salaries of classified employees, if the commission approves a classification change in a position, or a class of positions. (E.C. 45162)

18.12 **UNEMPLOYMENT INSURANCE COVERAGE**

Every regularly employed classified employee shall be covered for unemployment insurance pursuant to U.L.C. 135.3, and 605.2 and 802. (E.C. 45208)
ARTICLE XIX

WORKDAY, WORK WEEK, OVERTIME

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

19.1 WORKDAY AND WORK WEEK

The work week of a classified employee shall be 40 hours. The workday shall be eight hours. These provisions, however, do not restrict the extension of a regular workday or work week on an overtime basis when such is necessary. Nothing in this section shall be deemed to bar the district from establishing a workday of less than eight hours or a work week of less than 40 hours for all or any of its classified positions.

A. Notwithstanding the provisions of this section and Education Code Section 45128, the board may, with the approval of the commission where applicable: Exempt specific classes of positions from compensation for overtime in excess of eight hours in one day, provided that hours worked in excess of 40 in a calendar week shall be compensated on an overtime basis. Such exemptions shall be applied only to those classes which the board and the commission, where applicable specifically find to be subject to fluctuations in daily working hours and not susceptible to administrative control, such as security patrol and recreation classes, but shall not include food service and transportation classes. (E.C. 45127)

B. The board may establish a 10-hour day, four-consecutive-day work week for specific classes of employees on a yearly or seasonal basis, provided that such a work schedule is approved by a majority of the regular employees in the affected classification. Nothing in this section shall be construed to exempt persons employed in a short work week from receiving holiday, overtime in excess of 40 hours per week, and other benefit entitlement provided for classified employees of the district. In addition, where the board has previously established the work week of less than 35 hours, it may require the established work week to be performed in four consecutive days, with the concurrence of the concerned employees, when by reason of the work location and duties actually performed by such employees their services are not required for a work week of five consecutive days.

19.2 OVERTIME DEFINED

Overtime is defined as authorized working time in excess of:

A. 8 hours in any one day and 40 hours in any calendar week.

B. 35 hours in any calendar week where the governing board has established a work week of less than 40 hours but 35 hours or more.

C. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

19.3 COMPENSATION FOR OVERTIME

A. An employee who works authorized overtime shall be paid at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the employee shall be included in determining his/her regular rate of pay.
B. Overtime compensation shall be paid as follows:

1. For work on the sixth or seventh consecutive day where the normal work week consists of not more than five consecutive days and an employee has an average workday of four hours or more during the work week.

2. For work on the seventh day following the commencement of an employee's work week where the average workday is less than four hours during a work week.

3. For work on the fifth, sixth, and seventh consecutive days where a four-day work week is established. (E.C. 45128)

C. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the overtime worked. Compensatory time off shall be taken at 1 1/2 times the number of overtime hours worked.

Compensatory time off shall be approved by administration prior to being taken. (E.C. 45129)

19.4 EXEMPTION FROM OVERTIME

For the purpose of this rule, management positions designated in Article VI Section 6.18 are exempted from overtime.
ARTICLE XX

HOLIDAY LEAVES OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

20.1 PAID HOLIDAY LEAVES

A. An employee shall receive full pay for those holidays listed in Section 45203 of the Education Code or for those days designated as holidays in lieu of the regular holidays in accordance with Section 45203 of the Education Code and for days declared to be holidays by the board under the following conditions:

Holidays shall mean regular holidays or designated substitute holidays. An employee must be in paid status during any portion of the last working day of the assignment preceding the holiday or during any portion of the first working day of the assignment following the holiday. He/she will receive full pay for the holiday if the first day of the assignment is a holiday and he/she has been in paid status during any portion of the next following working day, or if the last day of the assignment is a holiday and he/she has been in paid status during any portion of the last working day preceding the holiday. A person shall not be entitled to holiday pay if his/her assignment terminates on a day immediately preceding a holiday, or he/she is initially employed on a day immediately succeeding a holiday.

B. When a holiday occurs while an employee is on vacation or a paid leave of absence, the holiday shall be paid as a holiday and not charged against any leave benefits.

C. Employees who are required to work on days declared to be holidays (excluding school holidays and those on Saturday and Sunday) shall, in addition, to the pay to which they may be entitled under this rule, be compensated as follows:

1. Time and one-half for work on regular holidays, except that if a holiday is designated in lieu of the regular holiday, work on the in lieu holiday shall be so compensated at straight time.

2. For those employees who would be entitled to the regular holiday, but would not be entitled to the in lieu holiday, time and one-half for work on a regular holiday for which an in lieu holiday has been designated.

D. Management and supervisory classes are excluded from holiday payment at the rate of time and one-half. 

(E.C. 45130)

E. Should any holiday fall on a Saturday, work on the preceding Friday shall be compensated in accordance with Paragraph (C). Should any of these holidays fall on a Sunday, the following Monday shall be compensated in accordance with Paragraph (C). When the work week is reduced by any holiday, time worked in excess of the reduced work week shall be considered overtime. 

(E.C. 45203)

20.2 SUBSTITUTE HOLIDAY

Any person who works a work week other than Monday through Friday and as a result thereof loses a holiday to which he/she would otherwise be entitled, shall receive a substitute holiday or compensation equal in amount to which the person would have been entitled had the holiday fallen within his/her normal work schedule. 

(E.C. 45206)

20.3 DISTRICT AUTHORIZED HOLIDAYS

The following days have been declared holidays by the board in which classified employees shall receive full pay in accordance with Section 20.1:

a. Day after Thanksgiving.
b. December 24 or the last working day before December 25.
c. December 31 or the last working day before January 1.
ARTICLE XXI
VACATION LEAVES OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

21.1 Vacation Credits

A. Regular (twelve month) classified employees shall earn vacation credit in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Days/Year</th>
<th>Accumulation Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 3 years</td>
<td>12</td>
<td>1 day/month</td>
</tr>
<tr>
<td>4th - 10th year</td>
<td>15</td>
<td>1.25 days/month</td>
</tr>
<tr>
<td>11th year</td>
<td>16</td>
<td>1.33 days/month</td>
</tr>
<tr>
<td>12th year</td>
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<tr>
<td>20th year</td>
<td>21</td>
<td>1.75 days/month</td>
</tr>
<tr>
<td>25th year</td>
<td>22</td>
<td>1.83 days/month</td>
</tr>
</tbody>
</table>

Classified Managers 22 days/year - effective each July 1

B. In order to be credited with a year of service for the purpose of this rule, an employee must have been in regular status during the appropriate year for at least six months in paid status or on leave of absence prior to layoff or for industrial accident, industrial illness, military service, or service in the Peace Corps, Red Cross, or Merchant Marine.

C. Regular classified employees assigned to additional limited-term temporary work beyond their regular work year shall earn vacation credit in accordance with the schedule in 21.1 and this article for the temporary work assigned.

D. A day of paid vacation leave for an employee assigned to a position for less than 8 hours a day or 40 hours a week shall consist of the number of hours in his/her basic daily assignment.

21.2 VACATION LEAVE ELIGIBILITY

A regular employee shall not be eligible to take vacation until completion of six months or 130 days of paid service. Subsequently thereafter, at the option of the district, an employee may be granted vacation time even though not earned.

21.3 VACATION LEAVES

A. No vacation or part thereof shall be taken at a lesser rate than one hour at a time.

B. Vacation may be taken at any time, provided that it is scheduled in advance, and, as determined by the supervisor, that it would not interfere with the operation of the unit or be contrary to established vacation policies or procedures of the unit.

C. In the case of ten month employees, the vacation is to be taken during recess periods when school is not in session.

21.4 ACCUMULATION OF VACATION

If employees are not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year as provided in the negotiated agreement and district policy or may, at the option of the board, be paid as a lump sum payment.

21.5 EARNED VACATION PAY UPON SEPARATION FROM SERVICE

On layoff or separation from the service the money value of vacation balances shall be paid as a lump sum. In cases where separation is not at the end of a pay period, vacation credit shall be computed through the last day in paid status. No payment for vacation accumulation shall be made to employees who terminate prior to completion of probation.
ARTICLE XXII

ILLNESS LEAVE OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the District and any exclusive representative recognized by the District to represent an appropriate unit of employees.

22.1 DEFINITION

Illness is defined as any pronounced deviation from a normal health state which makes it disadvantageous to the district and/or detrimental to the employee to be at work. This definition shall include emergency medical, dental, optical, and prosthetic work.

22.2 ENTITLEMENT

A new employee must render service before being entitled to illness leave.

22.3 EARNED ILLNESS LEAVE

A. Any person in the classified service, except a person with relief, substitute, or provisional status only, who is absent from duty on account of illness, injury, or quarantine shall be allowed illness leave pay under the following conditions.

1. Employees will be credited with 1 day of full-pay illness leave for each full month served from the date of the initial regular appointment until the following July 1.

2. An employee serving initial probation shall not be eligible to take more than 6 days illness leave or (for part-time employees) his/her proportionate amount entitled until completion of probation. (E.C.45191)

Amended 4/3/01

3. Thereafter, as long as he/she remains a regular employee, he/she will be credited annually with 12 working days of full-pay illness leave as of the first date of the pay period in which July 1 falls or that proportion of 12 days as the number of months he/she is employed relates to 12.

4. There shall be no limit to the year-to-year accumulation of unused full-pay illness leave privileges.

5. A regular employee assigned to a limited-term position in addition to their regular yearly work assignment shall accrue illness leave credit for the temporary work.

B. A classified employee who is employed by the district within one year of the termination of his/her employment in another school district, shall be credited in this district with the number of days of unused illness or injury leave of absence which he/she had accrued in the former district pursuant to Education Code Section 45202. Such employment in another school district shall be at least one year.

1. Such employee shall certify that he/she had terminated his/her employment with the other school district for the sole purpose of accepting a position with the district and shall secure from the other school district written verification of the amount of unused illness leave which such employee is entitled to bring to the district.
2. Such employees shall be credited as of the date of his/her appointment with any full-pay illness balance which he/she may have brought from the other district, and 12 working days of the full-pay illness leave.

3. During his/her initial probationary period in the district he/she may use any credited paid days of illness leave brought from the other district and not more than six days of the full-pay illness leave granted by this district. (E.C.45202)

C. No half-pay illness leave shall be allowed until after the exhaustion of full-pay privileges.

D. Except as provided in Article XXIII, each employee shall each July 1 be credited with a total of 100 days of half-pay illness leave excluding the sick leave provided under 22.3A.3 of this Article and providing that such accrual of 100 days shall not occur more than once for any single illness. (E.C.45196)

E. A day of paid illness leave for an employee assigned to a position for less than 8 hours a day or 40 hours a week shall consist of the number of hours in his/her basic daily assignment.

F. Neither layoff nor paid leave of absence shall be considered as an interruption of continuous service and no paid illness leave shall be allowed during layoff or unpaid leave of absence.

G. When a regular employee whose regular assignment is one other than a 12-month assignment is employed during the summer, the employee shall be allowed to take illness leave with pay during such summer assignments in accordance with the limitations set forth in the previous paragraphs of this rule.

Nothing in this paragraph shall be interpreted to permit such employees to receive illness leave in excess of the limit established in the preceding paragraphs of this rule.

22.4 PROCEDURE

A. An employee who is absent on account of illness or injury shall sign, on the prescribed form, a statement that such absence was due to illness or injury. Compensation for illness leave shall be paid only when the employee's supervisor certifies on the prescribed form that such absence was on account of illness or injury.

B. The Director, Classified Personnel, may require an employee to submit a certification from a licensed physician or other recognized practitioner certifying such absence to have been on account of illness or injury and that the employee is no longer temporarily disabled and he/she may return to work without any limitations.

C. In order to receive compensation while absent on illness leave, the employee must notify his/her immediate supervisor of his absence within the first working hour of the first day absent. If conditions make such notification impossible, notification shall be made as soon as possible.

D. Employees shall remain in weekly contact with their immediate supervisor in order to be authorized for continued illness leave. When communications are not maintained by the employee, the absence will be considered as unexcused.

E. If an employee has been absent on illness leave, he/she shall notify his/her supervisor at least one day in advance of his/her expected return in order that any substitute service may be terminated. In case of failure to comply with this provision, and both the regular employee and the substitute report for duty, the latter is entitled to the assignment for the day and the employee returning to duty shall not receive pay for that day.
22.5 UNWARRANTED ILLNESS LEAVE

A. An employee whose record of illness appears to follow a pattern or recurrence for a series of relatively minor indispositions may be made the subject of a special investigation by the administration. Action may be taken under the provisions of Article XXXIII if the findings of the investigation warrant such action.

B. An employee shall not be allowed to undertake any gainful employment while absent because of illness or injury. The employee shall certify that he/she was not gainfully employed during the period covered by the certification of illness or injury.

C. Employees may be required to submit a certification of temporary disability from a licensed physician or other recognized practitioner from the first day of claimed temporary illness if required by the immediate supervisor to authorize paid illness leave.

22.6 FRACTION OF HOURS

Illness leave shall be recorded in no less than quarter hour increments.

22.7 PREGNANCY

Provisions of this rule apply to absence due to illness or injury resulting from pregnancy. The provisions do not apply to the period during which an employee is on an unpaid maternity leave of absence. (E.C.45193)

22.8 EXHAUSTION OF ILLNESS CREDIT

A. When a permanent employee has exhausted his/her full-pay illness credit, he/she may, at his/her written request, be allowed vacation pay in lieu of illness pay. The beginning date shall not be earlier than the date on which the request is made, and the number of days to be paid as vacation shall not exceed the employee's vacation balance. Upon completion of payment for the designated vacation period, the employee may again be paid for any accrued illness leave and half-pay illness leave credits.

B. A permanent employee who has exhausted all paid illness leave privileges, vacation, and other available paid leaves may, upon the recommendation of the director, be granted unpaid illness leave for a period not to exceed six months. The leave may be renewed for two additional six-month periods. The total of all unpaid leave allowed starting with the initial six-month leave period shall not exceed eighteen months.

C. Upon return to service from such leave, an employee shall be restored to a position in his/her former class. If no vacancy exists in his/her former class, he/she shall have the right to return to a regular position in the class provided that he/she does not have the least seniority in that class. If an employee's former class has ceased to exist, the employee may be reassigned or shall be placed on the reemployment lists for the classes in which he/she had attained regular status.

D. When all paid or unpaid leaves of absence have been exhausted, an employee who is unable to assume the duties of his/her position shall be placed on a reemployment list for a period of 39 months immediately thereafter as if he/she were being laid off. That position will then be declared vacant. An employee on a reemployment list shall have the same rights and benefits as an employee laid off for lack of work or lack of funds. (E.C.45195)
22.9 SERIOUS FAMILY ILLNESS

In the event of serious illness or injury to a member of the employee's immediate family (mother, father, husband, wife, son, daughter, brother, sister, and the spouse's mother or father), the employee may be granted leave as per the schedule that follows. Minor illnesses or ailments are not normally considered serious. Routine dental and medical appointments are not allowed under this policy.

A. The first day of absence for serious family illness shall be without deduction.

B. Additional absence for serious family illness may be charged to the employee's sick leave (up to seven days) under personal necessity leave of absence as provided in Merit System Rules Article 24.
   (adopted 1/19/99)
ARTICLE XXIII
INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the District and any exclusive representative recognized by the District to represent an appropriate unit of employees.

23.1 GENERAL PROVISIONS

A. Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provision of Education Code Section 45192 and this rule.

B. The board may, by rule or regulation, provide for such additional leave of absence, paid or unpaid, as it deems appropriate and during such leave the employee may return to his/her position without suffering any loss of status or benefits.

C. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

23.2 PAID INDUSTRIAL LEAVE

A. An employee in the classification service who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law shall be granted paid industrial accident leave for such accident or illness while receiving temporary disability benefits from workers’ compensation provided that:

1. Employee has probationary or permanent status; or
2. The Superintendent or his designated representative has determined that the illness or injury was directly related to the performance of his/her duties or caused by assault and battery.

B. Paid industrial accident leave shall be granted for not more than 60 working days in any one fiscal year for the same accident commencing from the first day of absence to and including the last day of absence resulting from such industrial illness or industrial injury. The combination of workers’ compensation payment and district compensation shall equal the employee's normal monthly salary.

C. Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under workers' compensation.

D. Allowable leave shall not be accumulative from year to year.

E. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

F. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. Upon exhaustion of all illness pay leave, an employee may choose to receive pay from accrued vacation, or other earned leave. However, if an employee is receiving workers’ compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary. During such periods of temporary disability the employee's temporary disability checks shall be endorsed payable to the District.
The District shall then cause the employee to receive his/her normal wage or salary less appropriate deductions including but not limited to employee retirement contributions. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the district under this rule.

23.3 INDUSTRIAL ACCIDENT LEAVE WITHOUT PAY

After the expiration of all paid leave privileges the appointing authority may place the employee on an industrial accident leave without pay. The total time of all leave benefits provided under this rule, including unpaid industrial accident leave, shall not exceed 36 months for any one industrial accident or industrial illness.

23.4 PLACEMENT ON REEMPLOYMENT LIST

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

23.5 RETURN TO SERVICE

A. From paid and/or unpaid leave:

1. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with less seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

2. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and commission rules. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

B. From a reemployment list:

1. An employee on a reemployment list shall have the same rights and benefits as an employee laid off because of lack of work or lack of funds.

2. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. (E.C.45192)

23-2
ARTICLE XXIV

PERSONAL NECESSITY LEAVE OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the District and any exclusive representative recognized by the District to represent an appropriate unit of employees.

24.1 MAXIMUM PER YEAR

An employee may, at his/her election, and with advance permission whenever possible from his/her immediate supervisor, use not more than eight days of illness leave for personal necessity in a school year, earned in accordance within Article XXII. (amended 6/20/06)

24.2 DEFINITION

The leave benefits provided by this rule may be used only for the following personal necessities:

A. The death of a member of the employee's immediate family when necessary leave beyond that provided under Bereavement Leave is required. The immediate family is defined as spouse, parent, sibling, child, grandparent, grandparent-in-law, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, foster or step child/parent/sibling, legal guardian, or any relative of either spouse living in the immediate household of the employee. (amended 1/22/98)

B. An accident involving the employee's person not otherwise chargeable to illness leave or industrial accident and industrial illness leave.

C. An accident involving the employee's property or the person or property of a member of the employee's immediate family or an illness of a member of the employee's immediate family, as defined above. Such accident or illness must be:
   1. Serious in nature.
   2. Involve circumstances the employee cannot reasonably be expected to disregard.
   3. Require the attention of the employee during his/her assigned hours of service.

D. An appearance of the employee in court or before any administrative tribunal as a litigant, party, or witness under an official governmental order, provided the employee:
   1. Presents a certification from the clerk of the court or other authorized officer indicating each date of necessary attendance.
   2. Remits any witness fee collected to the business services office.
   3. Makes himself/herself available to the district for work during his/her regular working hours when his/her appearance in court of before an administrative tribunal is not necessary.

E. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.

F. Imminent danger to the home of an employee, occasioned by flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.

G. Any other significant event, personal to the employee, for which paid leave of absence is not authorized, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during his/her assigned hours of service.

24.3 PROCEDURE

The employee shall be required to sign, on a prescribed form, a statement that such absence was due to a personal necessity, as defined above. (E.C.45207)
ARTICLE XXV

MILITARY LEAVE OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

25.1 DEFINITION

An appropriate military leave shall be granted to any classified employee in accordance with the provisions of the Military and Veterans Code, and subject to the provisions of this rule. As used in this rule, "military leave" means either a temporary military leave or a military leave other than temporary or both.

A. Temporary Military Leave: An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or of the Naval Militia shall be granted a "Temporary Military Leave" while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity as such member providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty.

B. Military Leave Other Than Temporary: A military leave other than temporary shall be granted to any employee who is ordered into active military duty as a member of a reserve component of the armed forces of the United States is ordered into active federal military duty as a member of the National Guard or Naval Militia; or is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the armed forces of the United States.

25.2 VACATION AND ILLNESS PRIVILEGES

A. Vacation Privileges: Except as herein provided, no vacation privileges shall accrue during military leave. However, vacation privileges already earned but not taken may be granted either prior to or after return from military leave in accordance with the vacation policy in effect at the time the vacation leave is taken. Vacation privileges as defined in the rules of the Commission shall accrue to an employee while on temporary military leave.

B. Illness Privileges: Illness privileges shall accrue to an employee while on military leave but no illness leave shall be allowed during military leave.

25.3 RETURN FROM LEAVE

An employee absent from the service of the district because of a military leave shall continue to accrue seniority credit during such absence. An employee returning from military leave shall, upon application made within one year after the cessation of war emergency or within six months or prior completion of active military duty service, be returned to a position in his/her classification, if such a position exists, in accordance with pertinent provisions of the Military and Veterans Code. The right to return to his/her position is granted provided that he/she returns within 12 months after the first date upon which he/she could terminate or could cause to have terminated his/her active service. He/she shall be entitled to a position in his/her former class ahead of any employee with a less amount of seniority with the understanding that vacancies caused by the granting of such leave may be filled by regular appointment. If such a position in his/her former class has ceased to exist during his/her absence, he/she shall be returned to a vacant position in a comparable class for which qualified.

In the absence of such a vacant position in a comparable class for which qualified, the employee's name shall be placed on such reemployment list for a period not to exceed 39 months from the date of his/her application.
25.4 **ELIGIBILITY TO TAKE EXAMINATIONS**

An employee shall be eligible to take examinations for which otherwise qualified during the time of military service. An employee on a military leave whose name appears on an eligibility list shall be certified for assignment to a position in the class during the life of any such list when and if his/her name is reached. In the event the employee accepts the appointment, he/she shall be granted the same type of military leave from the new position.

25.5 **PLACEMENT ON AN ELIGIBILITY LIST**

An employee returning from a military leave, in accordance with paragraph 25.4 above, shall be eligible to take a supplementary examination for any class for which there is an eligible list in effect, the examination for which he/she was unable to take by reason of his/her military service, provided such veteran met the requirements for such examination at the date it was originally conducted. Such supplementary examinations shall be prepared and conducted under conditions and techniques which are sufficiently similar to the respective original examinations to preserve their competitive character. The name of a candidate who is successful in the supplemental examination shall be added to the list for the class for which he/she was examined immediately ahead of the person who received the next lower grade among those taking either the original examination or any examination supplemental thereto.

25.6 **COMPENSATION FOR FIRST CALENDAR MONTH OF MILITARY LEAVE**

Upon presentation of adequate evidence of military service for which pay is requested, an employee shall be paid his/her salary or compensation as an employee of the district for the first calendar month of his/her military service while on a military leave exclusive of time not covered by his/her assignment basis code, providing the following conditions are met:

- **A.** The employee is on military leave as a member of the National Guard or Naval Militia, or a member of a reserve component of the armed forces of the United States; or the employee is on military leave as a result of being inducted, enlisted, or otherwise having entered or been called into active duty as a member of the armed forces of the United States.

- **B.** An employee on temporary military leave or on military leave other than temporary must have been in the service of the district for a period of not less than one year immediately prior to the date the absence begins. An employee on temporary military leave may count all previous recognized military service of the district. The one year in the service of the district is not required in the case of an employee who is ordered into active military service as a member of the National Guard under a situation included within section 146 of the Military and Veterans Code.

- **C.** A regular employee with provisional, relief, or substitute status in another class shall receive a military leave from his/her regular position and shall receive compensation in accordance with his/her current assignment during the time he/she is entitled to compensation under the Military and Veterans Code.

- **D.** An employee with provisional, relief, or substitute status only who meets other provisions of this rule shall be compensated only in accordance with his/her assignment at the time of entry into military service and shall not be compensated in excess of one month's salary for the same number of days for which compensation was received during the calendar month immediately prior to the beginning of the military leave. In no case shall a provisional, relief, or substitute employee receive salary or compensation for more days than the number of working days during the first calendar month of his/her military service while on military leave, exclusive of time not covered by his/her assignment basis code.

- **E.** No more than the pay for a period of one calendar month shall be allowed for any military leave or military leaves involving continuous military service or during any one fiscal year. The salary to be paid is equivalent to that salary rate which the employee would have received during the first calendar month of military leave. Fractions of less than one month shall be paid on the same basis as if the employee had been in active service as an employee. Retroactive salary payments shall be made to employees or former employees who are entitled to such payments. (MLVC 389,395-95.3)
ARTICLE XXVI
BEREAVEMENT LEAVE OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the District and any exclusive representative recognized by the District to represent an appropriate unit of employees.

26.1   BEREAVEMENT LEAVE

A.   Paid bereavement leave shall be granted to any employee in the classified service not to exceed five working days. The immediate family is defined as spouse, parent, sibling, child, grandparent, grandparent-in-law, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, foster or step child/parent/sibling, legal guardian, or any relative of either spouse living in the immediate household of the employee. (amended 1/22/98)

Additional bereavement shall be paid as provided under personal necessity leave, Article XXIV, Rule 24.2A.

Bereavement leave taken from the sixth to the tenth working day when personal necessity leave has been exhausted shall be compensated at 1/2 the regular rate of pay.

B.   Bereavement leave not exceeding three working days may be granted in case of death of:

1.   Persons other than those named in paragraph A who are closely related by blood or marriage.

2.   A close friend for whose funeral arrangements an employee has responsibility.

3.   A fiance, lifelong friend, roommate, and friend living in the same domicile.

One working day, however, shall be granted at full pay. An additional two days may be granted with the approval of the immediate supervisor or Director, Classified Personnel, who shall determine the amount of leave of absence with pay to be granted. Prior notifications shall be required in order to receive compensation for the two additional days.

C.   Bereavement leave must commence and end within ten calendar days after the demise or after the date the employee is notified of the date of the funeral.

D.   The employee shall, to the extent practicable, give his/her immediate supervisor prior notice of his/her intent to take bereavement leave.

E.   The employee shall, upon request, furnish evidence acceptable to his/her immediate supervisor that leave taken in accordance with the provisions of this rule was in connection with bereavement. The supervisor may take steps necessary to verify the validity of the evidence. (E.C.45194)
ARTICLE XXVII

JURY DUTY AND WITNESS LEAVE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

27.1 JURY SERVICE

Leave of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in a local, state, or federal court and shall be granted for the period of the jury service. Request for jury service leave should be made by presenting the official court summons of jury service to the supervisor.

27.2 WITNESS SERVICE

Leave of absence to serve as witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness other than as the litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the employee. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the supervisor.

27.3 COMPENSATION

A. The employee shall receive full pay while on leave provided that the jury service or witness fees for such leave are assigned to and the subpoenas or court certifications are filed with the district.

B. The jury service and witness fees shall not include reimbursement for transportation expenses.

27.4 REPORTING TO WORK

An employee who has received leave of absence under this rule shall make himself/herself available for work during hours when his/her presence is not required in court. (E.C. 44037)
ARTICLE XXVIII
RETRAINING AND STUDY LEAVE OF ABSENCE

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

28.1 QUALIFICATIONS

With the approval of his/her supervisor, the superintendent and board, a permanent classified employee may be granted a paid leave of absence not to exceed one year for the purpose of study or retraining provided that:

A. The employee has rendered paid service to the district for not less than 75 percent of his/her regular assigned time in each of the seven consecutive years prior to the granting of study leave. For purpose of this rule, study leave is defined as leave granted employees for the purpose of maintaining and improving skills used in service of the district.

B. The employee has rendered paid service to the district for not less than 75 percent of his/her regular assigned time in each of the three consecutive years prior to the granting of retraining leave. For purposes of this rule, retraining leave is defined as leave granted employees for the purpose of acquiring new skills required as a result of changes in the district organization and methods.

C. The employee's physical condition has been evaluated prior to the granting of leave so as to permit completion of at least two years of service following completion of study or retraining leave.

D. The employee's age is such as to permit completion of at least two years of service following completion of study or retraining leave.

E. The employee's program for study or training while on leave is job related.

(F.C. 45380)

28.2 COMPENSATION

Compensation provided an employee on study or retraining leave shall be not less than one-half of his/her regular rate of pay. Compensation in excess of one-half of the employee's regular rate shall be subject to the approval of the board. The compensation may be paid in two equal annual installments as provided in Education Code Section 45384, or in the same manner as if the employee were working for the district, provided that the employee:

A. Furnishes the district with a suitable bond against loss in the event the employee fails to render at least two years of service following return from leave of absence, or

B. Furnishes the district with such other assurance against loss as the board may elect to permit.

(F.C. 45383)

28.3 RIGHT OF DISTRICT TO TERMINATION

The board may terminate the leave of any employee on evidence of his/her failure to pursue or accomplish the purpose of such leave.

28.4 NO BREAK IN SERVICE

Any study or retraining leave of absence granted under this rule shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing time for the granting of subsequent study leaves.
28.5 COMPLETION OF TRAINING OR STUDY

Upon completion of leave of absence, the employee will be assigned to the same work location and position to which assigned at the time the leave was granted, provided that no conditions have developed during the period of leave or at the time of return which would have changed the employee's location or duties had he/she remained in active service.

28.6 INCOMPLETE STUDY OR TRAINING

Employees who do not complete the approved leave objectives shall reimburse the district for compensation paid for the period following discontinuance of the leave-study program, or failure to maintain adequate study standards.

28.7 EMPLOYMENT DURING LEAVE

Employees may, while on leave of absence provided that there is no conflict in hours, continue existing multiple assignments or previously held outside employment. Acceptance of new additional employment while on leave of absence which would interfere with the achievement of the objective for which leave was granted will constitute a basis for termination of the employee's leave of absence.

A. Furnishes the district with a suitable bond against loss in the event the employee fails to render at least two years of service following return from leave of absence, or
B. Furnishes the district with such other assurance against loss as the board may elect to permit.

(E.C. 45383)

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28.6 INCOMPLETE STUDY OR TRAINING

Employees who do not complete the approved leave objectives shall reimburse the district for compensation paid for the period following discontinuance of the leave-study program, or failure to maintain adequate study standards.

28.7 EMPLOYMENT DURING LEAVE

Employees may, while on leave of absence provided that there is no conflict in hours, continue existing multiple assignments or previously held outside employment. Acceptance of new additional employment while on leave of absence which would interfere with the achievement of the objective for which leave was granted will constitute a basis for termination of the employee's leave of absence.
ARTICLE XXIX

WORK-RELATED ABSENCES

29.1 ATTENDANCE AT HEARINGS

When an injured employee of the district appeals the decision of the District Compensation Insurance Fund in rejecting liability in his/her case, and when, in the interests of justice and of protecting all legal rights of the injured employee it is necessary or desirable for other district employees to attend the hearing of the appeal, they may attend without loss of salary; provided that arrangements for their attendance shall be made with the immediate supervisor and appropriate administrator.

29.2 EXAMINATIONS AND OTHER EMPLOYMENT PROCEDURES

Any employee, upon giving his/her immediate supervisor not less than two days notice, shall be permitted to take any examination and to participate in other employment procedures of the district during working hours, without loss of pay or other penalty.

29.3 EPIDEMICS AND EMERGENCIES

An employee with regular status shall be paid his/her regular salary for any period during which he/she is unable to work at his/her regular place of employment because it is closed due to quarantine, epidemic, or other conditions involving the health or safety of students or employees. To be eligible for such pay the employee must be ready, able, and willing to perform his/her customary or other reasonable and suitable duties at another location.

29.4 LIMITED-TERM ASSIGNMENTS

Permanent classified employees who accept assignments within the district to exempt, limited-term temporary, relief, provisional or substitute positions, shall, during such assignment, be considered for status purposes as serving in their regular position and such assignment shall not be considered separation from the classified service.
ARTICLE XXX

LEAVES OF ABSENCE WITHOUT PAY

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

30.1 A leave of absence is an approved absence from duty to a permanent employee for a prescribed period of time from a class of positions but not necessarily from a specific position within the class. On return to service, requests will be entertained for return to the former position or other specific assignment. If the employee's former position has been filled on a regular basis, the employee returning from leave shall have the right to return to a regular position in the class, provided that he/she is physically capable of performing the duties. Any classified employee may be granted a leave of absence under the conditions stated below:

A. After a continuous period of not less than seven calendar months of service, a leave may be granted for a continuous period of up to one year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps, shall not exceed one year without a return to active duty.

B. Any leave of absence shall be subject to the approval of the immediate supervisor and the superintendent, but no leave of absence shall be permitted for a purpose which is contrary to the good of the service. Any leave of absence greater than 10 working days shall require the additional approval of the board.

C. Application for leave of absence for a period of more than 10 consecutive working days shall be made in writing and shall indicate the beginning and ending dates of the requested leave and the reasons for the request.

D. Employees returning from leave of absence may be required to report for a health examination prior to reporting for work to determine that he/she is physically capable of performing the duties assigned.

E. An employee on a leave of absence may make a written request to the board to return to work prior to the expiration date of the leave. The board may approve or reject the request.

F. Leaves of absence shall be accepted only with the understanding that the district shall be free from any liability for the payment of any compensation or damages now or hereafter provided by the law for the death or injury of any employee of the district when the death or injury occurs while the employee is on leave of absence.

G. Leave of absence may be revoked by the board when the good of the service may require it or when evidence shows that the absent employee is engaged in activities for which leave would not have been granted in the original instance. The employee may appeal the cancellation to the commission which shall investigate and hear the appeal. The appeal by the employee will stay the cancellation directive of the board until action by the commission, which shall be final and binding.

H. Failure to report for duty within five working days after a leave has been cancelled or expires shall be considered abandonment of the position and the employee may be terminated by the board. The termination may be appealed to the commission in the same manner as any other dismissal for cause.

I. If the employee's position has been filled on a permanent basis or abolished during the employee's absence, he/she shall be laid off for lack of work and placed on the reemployment list for the class effective the date of termination of leave. The employee, in lieu of layoff, may be assigned to a vacant position in the same classification or he/she may elect to be assigned to a lower, related, vacant position for which he/she is qualified. (E.C. 45190)
ARTICLE XXXI

PERSONNEL FILES

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

31.1 PERSONNEL FILES

Materials in personnel files of employees which may serve as a basis for affecting the status of their employment shall be made available to the employees.

Such materials, however, shall not include ratings, reports, or records which:

(a) were obtained prior to employment
(b) were prepared by identifiable examination committee members
(c) were obtained in connection with a promotional examination.

Information of a derogatory nature 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. Such review shall take place during normal business hours, and the employee shall be released from duty without salary reduction.

(E.C. 44031)
ARTICLE XXXII

PERFORMANCE EVALUATION FOR PROBATIONARY AND PERMANENT CLASSIFIED EMPLOYEES

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

32.1 ADMINISTRATION OF PERFORMANCE EVALUATIONS

The Classified Personnel Director shall administer the performance evaluation system for probationary and permanent classified employees in accordance with negotiated agreements and provisions of this rule.

32.2 PERFORMANCE EVALUATION FORMS

Performance evaluation reports shall be made on forms prescribed by the personnel commission.

32.3 PURPOSE OF EMPLOYEE PERFORMANCE EVALUATIONS

Performance evaluations embodying significant factors and factor degrees shall have reference to the quality and quantity of work accomplished and other characteristics which shall be considered in evaluating and reporting the ability, performance and efficiency of classified employees and the value of the employee to the district. Evaluation reports shall provide a means whereby employees may regularly review their performance with their supervisors, and for ascertaining and encouraging the improvement in service by the employees and to provide effective supervision of employees.

The following rules define the performance evaluation procedures which shall be used in connection with the eligibility for advancement, promotion, demotion, and dismissal from the classified service and in other decisions relating to employees.

32.4 WHEN EVALUATIONS ARE TO BE MADE

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

A. Probationary Employees: at the beginning of the third month and fifth month of service.
Administrative Classes: at the end of the fourth, eighth, and tenth months of service.

B. Permanent Employees: at least once each year and at least 20 days prior to any scheduled merit salary step advancement.

32.5 SPECIAL UNSCHEDULED EVALUATIONS

At any time, a supervisor may issue to an employee an unscheduled performance evaluation which may be a notice of commendation or notice of unsatisfactory service.

32.6 PERFORMANCE EVALUATION RATERS

Each immediate supervisor, under whom the employee serves for 60 working days or more during any rating period, shall provide a performance evaluation before the employee leaves his/her supervision.
32.7 EVALUATION PROCEDURES

A. The immediate supervisor shall present the performance evaluation to the employee and shall discuss it with him/her. The evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. Evaluations where less than satisfactory service is indicated shall indicate the deficiencies and recommendations for improvement as well as provisions for assisting the employee in implementing the recommendations made.

B. Performance evaluations may be reviewed by the next higher supervisor.

C. Performance evaluations and all attachments shall be sent to the classified personnel office and filed in the employee's personnel records and shall be available for review in connection with promotions, transfers, and disciplinary actions.

D. Employees who believe that the evaluation does not accurately report his/her work performance may request a review of the evaluation by the head of his/her department within 14 days of receipt of the evaluation.

E. Employees shall have 90 days after receipt of the performance evaluation to attach any statement or documents that relate to the evaluation placed in the permanent personnel record.

32.8 EVALUATION FILING RESPONSIBILITY

Each supervisor is required by these rules to prepare and discuss with each assigned classified employee an evaluation of the employee's work performance for the preceding evaluation period.

Evaluations shall be filed within the time period stated in rule 32.4.

In the event the employee's performance evaluation is not filed by the deadline, the supervisor responsible may be subject to disciplinary action.

An employee may notify the personnel office, prior to the deadline, if his/her supervisor has made no effort to fulfill the requirements of this rule.

32.9 APPEAL OF EVALUATION

An employee may, within 14 days of receipt of his/her performance evaluation, file with the personnel commission an appeal only on the grounds that the evaluation procedures prescribed by the commission have not been followed in the preparation of the evaluation.
ARTICLE XXXIII
DISCIPLINARY ACTION AND APPEAL

33.1 DEFINITIONS

A. Suspension means either the temporary removal of an employee from his/her position with loss of pay as a disciplinary measure, or his/her removal preliminary to investigation of charges pending demotion or dismissal.

B. Demotion means the reduction of an employee in accordance with these rules from a higher class to a lower class or salary increment.

C. Dismissal means the separation, discharge, or removal of an employee from his/her position in accordance with the law and these rules for cause:

No person shall be employed or retained in employment who has been convicted of any sex offense as defined in Section 44010 or narcotics offense as defined in Section 44011 of the Education Code. If, however, any such conviction is reversed and the person is acquitted of the offense in a new trial or the charges against him/her are dismissed, this section does not prohibit his/her employment thereafter. (EC45123)

33.2 CAUSES FOR SUSPENSION, DISMISSAL AND DEMOTION

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 or of fellow employees, or any other willful failure of good conduct tending to injure the public service, or any willful and persistent violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the board or commission pursuant to it; provided, that upon demand of the accused employee specific instances must be set forth as to any of the causes enumerated under this heading.

2. Dishonest, habitual drunkenness, immoral conduct, or addiction to the use of narcotics.

3. Political activities engaged in by an employee during his/her assigned hours of employment.

4. Conviction of a serious crime by a court of law; a record of one or more convictions which indicate that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or examination and employment records concerning material matters.

5. Frequent unexcused absences or tardiness.

6. Illness leaves, when habitually taken for trivial indispositions.

7. Continuing illness of a disabling nature after the exhaustion of illness leave and leave of absence privileges.
8. Failure to report for review of criminal records or for health examination after due notice.


10. Knowingly becoming or knowingly remaining a member of the Communist Party on or after 11/12/52.

11. The discovery or development during an initial probationary period of any physical, emotional, and/or mental condition which would have precluded acceptance as an eligible for assignment.

12. Abandonment of position: absence without authorization for five or more consecutive days.

13. Violation of contract.

14. Three or more unsatisfactory performance evaluation reports at intervals of three months.

15. Willful or persistent unsafe working practices.

B. No employee in the classified service shall be suspended, demoted, dismissed, or in any way discriminated against because of his/her affiliations, political or religious acts or opinions, race, color, sex, or marital status, subject to the provisions of Section 33.2 (A).

C. Refusal to accept three consecutive offers of substitute or relief assignment may constitute adequate cause for dismissal from substitute or relief status.

D. Prior to the presentation of a suspension, dismissal or demotion item for action to the governing board, the employee shall receive a written notice including the following information:
   1. The date the action will be effective
   2. The charges on which the recommendation is based.
   3. Any relevant written materials, reports and documents.
   4. The date the action will be presented to the governing board.
   5. Notification that the employee is entitled to respond to the charges, either orally or in writing within five working days to the superintendent or his/her designee.

E. The superintendent or his/her designee shall document whether the employee chose to avail himself/herself of the right to respond or waived the right.

F. The board shall be free to act upon the initial recommendation or to take other action after considering the response of the employee.

G. When final disciplinary action has been approved by the board, the action and the charges shall be reported to the Director, Classified Personnel within ten days of board action. The Director, Classified Personnel shall furnish the employee with a copy of the action, charges and a statement of his/her right to appeal, if any together with a copy of rule 33.4. This procedure shall be considered carried out if a registered or certified letter with return receipt requested has been mailed to the last known address of the employee. The Director, Classified Personnel shall report the action to the Commission at the next regular meeting.

33-2
H. A regular employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code, or any narcotics offense, as defined in Section 44011, by complaint, information or indictment filed in a court of competent jurisdiction may be immediately suspended as provided for in Section 45304 of the Education Code. Such a suspension shall be processed as an involuntary personal leave in accordance with the provisions of this rule. The employee may receive compensation as provided for in Section 45304 of the California Education Code. (Adopted 12/5/89)

I. Dismissal shall cause the removal of the employee's name from all employment lists.

J. Failure to appeal, as provided in Merit System Rule 33.4, shall make the action of the Board of Education final and conclusive.

33.3 PROGRESSIVE DISCIPLINE GUIDELINES

Guidelines for Suspension, Demotion, or Dismissal Penalties

This list is not intended to cover every possible type of offense. Penalties for offenses not specifically listed shall be consistent with the gravity of the offense. Where appropriate, consideration may be given to change lower grade in lieu of removal. Suspension penalties on this schedule apply to working days.

<table>
<thead>
<tr>
<th>Nature of Offense</th>
<th>Range of Penalties for Stated Offenses</th>
<th>FIRST</th>
<th>SECOND</th>
<th>THIRD</th>
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<tbody>
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<td></td>
<td>Reprimands - Suspensions – Removals</td>
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<tr>
<td>Unexcused tardiness</td>
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<tr>
<td>Minimum:</td>
<td>reprimand 1 day</td>
<td>1 day</td>
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<tr>
<td>Maximum:</td>
<td>1 day</td>
<td>5 days</td>
<td>15 days</td>
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</tbody>
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(reckoning period 6 months)

Failure to report personal injury or accident within 24 hours
Minimum: reprimand 1 day 5 days
Maximum: 1 day 5 days 15 days
(reckoning period 1 year)

Leaving job to which assigned during working hours without proper permission
Minimum: reprimand 3 days 10 days
Maximum: 5 days 10 days removal
(reckoning period 1 year)

Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions, or to use protective clothing or equipment.
Minimum: reprimand 3 days 10 days
Maximum: 5 days 10 days removal
(reckoning period 1 year)

Loafing, wasting time, sleeping on the job, or inattention to duty.
Minimum: reprimand 3 days 10 days
Maximum: 5 days 10 days removal
(reckoning period 1 year)

Careless workmanship resulting in spoilage or waste of materials or work of an unacceptable nature.
Minimum: reprimand 3 days 10 days
Maximum: 5 days 10 days removal
(reckoning period 1 year)
Nature of Offense | Range of Penalties for Stated Offenses
--- | ---
**Reprimands - Suspensions – Removals**
**FIRST** | **SECOND** | **THIRD**

Unexcused or unauthorized absence on one or more scheduled days of work.
Minimum: reprimand 3 days 10 days
Maximum: 5 days 10 days removal
(reckoning period 1 year)

The charge of Excessive Unauthorized Absence with the penalty of removal may be used when the absence exceeds five work days or when it appears the employee has abandoned his/her position. Extenuating circumstances offered by the employee should be considered.

Falsifying school district records.
Minimum: reprimand 15 days removal
Maximum: removal removal removal
(reckoning period 1 year)

Failure or delay in carrying out orders work assignments, or instructions of superiors.
Minimum: reprimand 3 days 10 days
Maximum: 5 days 10 days removal
(reckoning period 1 year)

Unauthorized possession of, loss of, or damage to district property or the property of others or endangering same through carelessness.
Minimum: reprimand 3 days 10 days
Maximum: 5 days 10 days removal
(reckoning period 1 year)

Gambling or unlawful betting on school premises.
Minimum: reprimand 10 days 15 days
Maximum: 10 days removal removal
(reckoning period 1 year)

Covering up or attempting to conceal defective work; removing or destroying same without permission.
Minimum: reprimand 10 days 15 days
Maximum: 10 days removal removal
(reckoning period 1 year)

Disorderly conduct; fighting; threatening or attempting to inflict bodily injury to another; engaging in dangerous horseplay, or resisting competent authority.
Minimum: reprimand 10 days 15 days
Maximum: removal removal removal
(reckoning period 1 year)

Reporting for duty or being on duty under the influence of intoxicants; unauthorized possession of or attempting to bring intoxicants.
Minimum: reprimand 10 days 15 days
Maximum: removal removal removal
(reckoning period 1 year)

Reporting for duty or being on duty under the influence of drugs or narcotics; or in possession of drugs or narcotics unless specifically prescribed by a physician for personal treatment.
Minimum: reprimand 10 days removal
Maximum: removal removal removal
(reckoning period 1 year)
### Nature of Offense

Endangering the safety of or causing injury to personnel through carelessness.

| Minimum: | Reprimand | 10 days | Removal |
| Maximum: | Removal | Removal | Removal |

(reckoning period 1 year)

Malicious damage to school property or the property of the district.

| Minimum: | Reprimand | 15 days | Removal |
| Maximum: | Removal | Removal | Removal |

(reckoning period 1 year)

Discrimination against an employee or applicant because of race, color, religion sex, or national origin, or any reprisal action against an employee.

| Minimum: | Reprimand | 15 days | Removal |
| Maximum: | Removal | Removal | Removal |

(reckoning period 1 year)

### 33.4 RIGHTS OF APPEAL

A. A permanent employee who has been suspended, demoted, or dismissed may appeal to the commission within 14 days after having been furnished with a copy of the written charges by filing a written answer to the charges. Appeal can be made only on the following grounds:

1. That the procedures set forth in these rules have not been followed.

2. That the removal was made because of affiliations, political, or religious acts or opinions, race, color, sex, or marital status.

3. That there has been abuse of discretion.

4. That the action taken was not in accord with the facts.

B. A permanent employee who has not served the full time designated by the commission as probationary for the class and who is demoted to the class from which promoted, may request an investigation by the commission within 14 days after the receipt of the copy of written charges. The request for investigation shall be based only on one or more of the four grounds provided above for appeals. The commission shall thereupon conduct an investigation confined to the grounds set forth in the charges and in the request for the investigation but shall not be required to follow the procedures for appeals and hearing set forth elsewhere in these rules. The commission shall notify the administration and the employee in writing of its' findings. If the commission’s investigation and findings, however, indicate any arbitrary or discriminatory action for any of these grounds, the commission will hold a formal hearing. The decision of the commission shall not be subject to review by the board. (EC45305, 45306)
A. The commission shall begin the hearing within 30 calendar days of time from the day the appeal is received. The classified personnel director may schedule the hearing on a date convenient to the parties after 30 days from the date the appeal is received for extenuating circumstances that would prevent parties to the appeal from appearing within the 30 calendar days. The investigation and the hearing shall be confined to the reasons for action as charged by the board and relevant defenses set forth in the appeal. The board's representative shall first present evidence in support of the charges to the commission. An equal opportunity will then be afforded the appealing employee to present his/her defenses to the charges. Witnesses desired by either side shall be subpoenaed by the commission. At the conclusion of the hearing, the matter will be given consideration either in open or executive session after which a decision shall be made. The appellant may waive his/her right to a public hearing. (EC45311)

B. All hearings before the commission shall be governed by the above procedure and in conduct hereof, neither the commission, nor any commissioner, nor the director, nor other authorized agent of the commission shall be bound by the technical rules of evidence. No informality in any proceeding or in the manner of taking testimony before the commission or any commissioner, or the director, or other authorized agent of the commission shall invalidate any order, decision, or rule, or regulation made, approved, or confirmed by the commission.

C. The findings of the commission shall be rendered in written form within 25 calendar days after the hearing is completed. Copies shall be sent to the employee concerned. If the commission sustains the employee, it may order paid all or part of his/her full compensation, from the time of suspension, demotion, or dismissal, and it shall order his/her reinstatement as it may determine appropriate.

D. The commission may decrease the disciplinary action but may not make the action more stringent than that approved by the board. In addition, the commission may direct such other action as it may find necessary to effect a just settlement of the appeal, including, but not limited to, compensation for all or part of the legitimate expenses incurred in pursuit of the appeal, seniority credit for off duty time pending reinstatement, transfer or change of location of the employee, and expunction or removal from the employee’s personnel record of disciplinary actions, cause, and charges which were not sustained by the commission.

E. Upon receipt of the commission's decision, the board shall forthwith comply with the provisions thereof. When the board has fully complied with the commission's decision, it shall so notify the commission in writing. (EC45307)

(adopted 1/15/85)
ARTICLE XXXIV

PROCEDURE FOR THE ADJUSTMENT OF GRIEVANCES OF CLASSIFIED PERSONNEL

This rule is applicable to all classified employees so long as there is no conflict with any lawful negotiated agreements between the district and any exclusive representative recognized by the district to represent an appropriate unit of employees.

34.1 PURPOSE OF THE ADJUSTMENT PROCEDURE

A. The adjustment procedure is the medium through which permanent employees may seek adjustment of complaints arising out of alleged violations of established board or commission rules or policies or administrative procedures, working conditions, or job relations, including the complaint of one employee against another employee.

B. Matters excluded from the adjustment procedure shall be:

1. Accusatory charges relating to the moral or professional fitness of an employee. Such charges shall be processed pursuant to Article XXXIII governing disciplinary action and appeal.

2. Matters specifically reserved for action or review by the commission under commission rules in effect at the time the events leading to the grievance occurred. Such matters shall be processed through normal channels by the commission.

   In cases where the commission rule regulates less than the total procedure, the commission may waive that rule and thereby provide that the dispute be settled through the adjustment procedure.

3. Complaints about the subject matter of a board or commission rule or policy or administrative procedure rather than the administration of the board or commission rule or policy or procedure. An employee with such a complaint should direct his/her suggestions for change through administrative channels to the board or to the administrator who established it.

4. Performance evaluation content is excluded from the adjustment procedure. Employees may grieve only that merit system rules have not been followed.

34.2 SUBMISSION OF GRIEVANCES

A. Any individual permanent employee or group of permanent employees shall have the right to present a grievance.

B. If two or more permanent employees have essentially the same grievance, they may, and if requested by the district, must present and pursue their grievance as a unit.

34.3 EMPLOYEE REPRESENTATION

A. An employee may be represented by a designee of a recognized employee organization or by counsel at any step of the grievance procedure.

B. Authorized grievance representatives shall be designated by the grievant and authorized to represent him for purposes of the grievance.

C. An employee shall have the right to represent himself/herself.
34.4 TIME LIMITS AND WAIVERS

A. Because grievances should be adjusted as promptly as possible, various time limits have been established to minimize delays in the various steps that have been provided.

B. There is an obligation on the part of an aggrieved employee to make known the existence of his/her grievance and the facts pertaining to the grievance within 20 working days of any specific or documented incident or at the earliest possible date after the recognition of a nonspecific occurrence so that efforts can be made through the adjustment procedure to resolve differences and to promote harmonious relationships.

C. Any step in the adjustment procedure may be omitted with the mutual agreement of the parties to the grievance and the supervisor at the level of such step.

D. A decision rendered at any step in the adjustment procedure becomes final unless appealed within the time limits specified, or unless mutual agreement, confirmed in writing, has been reached for a time extension. If the decision is not given within the time limits specified and no mutual agreement is reached for a time extension, an appeal may be made by the appellant to the next step.

E. If a supervisor or administrator with the authority and responsibility to adjust a grievance is absent from his/her position during the specified time for meeting his/her responsibility, and no mutual agreement has been reached for a time extension, that supervisor's or administrator's designated representative shall assume his/her responsibility. If an employee or his/her supervisor is absent from his/her position on an approved leave of absence of three months or less or because his/her assignment period is other than a twelve month basis, the proceedings will automatically cease until he/she returns to work and will then resume as though there had been no interruption. If the employee wishes to continue the proceedings when not actually working on the job, mutual agreement between the appellant and respondent must be reached to continue the proceedings.

34.5 STEPS IN THE ADJUSTMENT PROCEDURE

A. Step 1: Informal Discussion

If an employee has a grievance he/she shall request a meeting with his/her immediate supervisor within the time limits prescribed under Section 34.4 (B) To File A Grievance. The immediate supervisor shall verbally present his/her decision to the employee within 3 working days from the time of the informal discussion.

B. Step 2: First Level Review

If the grievance is not settled through informal discussion, the employee may formally submit the grievance in writing to his/her immediate supervisor within 5 working days following the decision. Such submission shall include a clear, concise statement of the grievance, the act or condition on which it is based, the remedy desired, the persons involved and the course of action that has been followed including the grievance rendered in the informal discussion. Within 3 working days after the receipt of the written decision, the immediate supervisor shall meet with the employee. Within 5 working days thereafter, a written decision shall be given to the grievant.
C. Step 3: Second Level Review

If the grievance is not settled under Step 2, the employee may formally submit the grievance to the next level of supervision within 5 working days after receipt of the decision in Step 2. Within 3 working days after receiving the written grievance, the administrator of line authority shall meet with the employee. Within 5 working days thereafter, a written decision with supportive reasons shall be given to the grievant.

D. Step 4: Third Level Review

If the grievance is not settled under Step 3, the employee may formally submit the grievance to the next level of supervision within 5 working days after receipt of the decision in Step 3. Within 3 working days after receiving the written grievance, the administrator of line authority shall meet with the employee. With in 5 working days thereafter, a written decision shall be given to the grievant.

E. Step 5: Superintendent's Review

If the grievance is not settled under Step 4, the employee may send to the superintendent, within 5 working days after receipt of the decision a written statement requesting further review. The superintendent or his/her designee shall meet with the employee within 5 working days after receiving the written request. Within 5 working days thereafter, the superintendent shall decide the grievance or shall order that a hearing officer be employed by the district to offer written findings, conclusions, and recommendations to the superintendent for the resolution of the grievance. The superintendent shall, within 10 days of the meeting with the employee or the hearing officer's written report, give the grievant his/her decision.

F. Step 6: Board of Education Review

If the grievance is not settled under Step 5, the employee may send to the Board of Education within 5 working days of the superintendent's decision, a request for further review. The Board of Education may review the records of the steps taken or may request further review or hearings before making a decision on the grievance. When the Board of Education has reached a decision, the clerk of the Board shall notify the superintendent and individuals involved as soon as possible after the completion of the review. The superintendent shall implement the decision of the Board of Education. The decision of the Board of Education shall be final and conclusive.