

AGREEMENT

between

MAXWELL UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Maxwell Chapter 560

July 1, 2025 through June 30, 2028



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ARTICLE I
RECOGNITION

- 1.1 Acknowledgement: The Board of Trustees of Maxwell Unified School District (hereinafter referred to as "District") hereby acknowledges that California School Employees Association and its Maxwell Chapter 560 (hereinafter referred to as "CSEA") is the exclusive representative of classified employees, excluding management, supervisory, and confidential employees.

ARTICLE II
TERM OF AGREEMENT

- 2.1 The articles and provisions contained herein constitute a bilateral and binding agreement between the District and CSEA.
- 2.2 Unless otherwise specified herein, this Agreement shall remain in full force and effect from July 1, 2025 until June 30, 2028.

For the 2026/2027 and 2027/2028 school years each party may reopen the following articles:

Article IX – Pay and Allowances; Article X – Health and Welfare; and two additional articles.

- 2.3 Distribution of Contract: Within thirty days after the ratification of this contract, the District shall provide copies of this contract electronically for all members of the bargaining unit and of any written changes/amendments agreed to by both parties during the life of this Agreement.

ARTICLE III
ORGANIZATIONAL SECURITY
and
ASSOCIATION RIGHTS

3.1 Membership Dues and Deductions

- 3.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US _ (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- 3.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.
- 3.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

3.2 Dues Deduction:

- 3.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 3.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 3.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 3.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.3 Membership Information

- 3.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
- 3.3.2 The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
- 3.3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

3.4 Hold Harmless Provision:

- 3.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 3.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

3.5 Release Time

- 3.5.1 CSEA Release Time: The District shall grant reasonable release time for the Chapter President and/or designee to conduct necessary CSEA business pursuant to Government Code 3543.1. Reasonable release time shall follow the District's approval process.
- 3.5.2 Negotiations Release Time: The District shall grant reasonable release time for the negotiation team to prepare for negotiations, negotiate, caucus pursuant to Government Code 3543.1(c). Reasonable release time shall follow the District's approval process.
- 3.5.3 Grievance Processing Release Time: The District shall grant reasonable release time for the investigation and processing of grievances pursuant to Government Code 3543.1(c). Reasonable release time shall follow the District's approval process.

3.6 District Notice to CSEA of New Hires

3.6.1 The District shall provide CSEA notice of any newly hired classified employee into a bargaining unit position within ten (10) days of the date of hire via an electronic mail. Notification shall include the following information: full legal name, date of hire, job title, and work location.

3.7 Employee Information

3.7.1 "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

3.7.2 The District shall provide CSEA with contact information on the new hires within thirty (30) days of hire, or by the first pay period of the month following the hire. The information will be provided to CSEA electronically in machine-readable Excel format via the CSEA-designated FTP site or service, on the last working day. This contact information shall include the following items, with each field in its own column

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;

- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

3.7.3 Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically in machine-readable Excel format via the CSEA-designated FTP site or service. This contact information shall also include the following information, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. Hire date.

3.8 New Employee Orientation

3.8.1 "New employee orientation" means the onboarding process of a newly hired classified employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

3.8.2 In the event the District conducts an individual or group new employee orientation, the District shall provide CSEA mandatory access to any such orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

3.8.2.1 In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter president or designee, to conduct an orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

3.8.2.2 In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

3.8.3 The District shall include copies of the CSEA membership applications and a CSEA provided link for an electronic application, in any employee orientation packet of District Materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution. The District shall also send an email with a link or attachment of the CSEA collective bargaining agreement to any newly hired employee.

3.8.4 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

3.8.5 During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

3.9 Summer Assignments

Classified employees shall be deemed to be employed for twelve (12) months during each year regardless of the number of months in which they are normally in paid status. Any school district which, in any school year, maintains school sessions at times other than during the regular school calendar shall assign for service during such times regular classified employees of the district.

- 3.9.1 Any school district which, in any school year, maintains school sessions at times other than during the regular school calendar shall assign for service during such times regular classified employees of the district.
- 3.9.2 When it is necessary to assign classified employees not regularly so assigned to serve between the end of the academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required.
- 3.9.3 No classified employee whose regular assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September, shall be required to perform services during such period.
- 3.9.4 A classified employee shall, for services performed as herein provided, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

ARTICLE IV
PERSONNEL FILES/EVALUATIONS

4.1 Personnel Files:

- 4.1.1 The personnel file of each employee shall be maintained at the District's central administration office.
- 4.1.2 An employee shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours to review such derogatory material. If the employee responds in writing to such material, the response shall be delivered to the District within ten days of the employee's receipt of the material, and the response shall be retained in the personnel file with the material. Prior to any written information, which may be used in an adverse action, being entered into an employee's Personnel file, the member and the supervisor and/or appropriate administrator shall sign and date the original copy in acknowledgment of the placement in the file.
- 4.1.3 All personnel files shall be kept in confidence and shall be available only to designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. Designated employees shall include the District Superintendent, school/department supervisors, the confidential employees, and District Legal Advisor. Personnel files shall be made available to the Board of Trustees, if reasonably necessary to effectuate an official act.
- 4.1.4 Any material contained in the employee's personnel file, except as specified below, is available for inspection by the employee. The employee's representative may inspect material only if written authorization on the employee is received by the District. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 4.1.5 Written material related to an employee's performance placed in the employee's personnel file shall be signed and dated. Any written material placed in a personnel file shall indicate the date of such placement.

- 4.2 Evaluation: No evaluation of any employee shall be placed in any personnel file without and opportunity for discussion between the employee and the evaluator. Evaluations shall only be based on the direct observations of the evaluator or signed supportive documentation. Any evaluation of substandard rating shall include specified recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any substandard evaluation in accordance with Section 4.1 above. The form attached to this Agreement as Appendix D will be the form used to evaluate bargaining unit employees.
- 4.2.1 In order for an employee to receive an overall rating of less than satisfactory on the annual evaluation, the employee's supervisor must have given the employee a warning that such a rating will be forthcoming unless the employee improves his/her performance. The warning must have been given to the employee at least 30 calendar days prior to delivery of the final evaluation.
- 4.3 Grievance Procedure: The substantive content of any evaluation shall not be subject to the grievance procedure. Violations of evaluation procedures as defined in Section 4.2, above, shall be subject to grievance.

ARTICLE V
GRIEVANCE PROCEDURE

- 5.1 Definitions: For purposes of this Article, the terms used herein shall have the following listed definitions:
 - 5.1.1 “GRIEVANCE” is any complaint of an employee, employees, or CSEA involving the interpretation, application, or alleged violation of this Agreement which adversely affects the grievant.
 - 5.1.2 “REPRESENTATIVE” is a representative chosen by the grievant.
 - 5.1.3 “GRIEVANT” is a member of the bargaining unit or CSEA. If more than one employee is involved, all names must appear on the grievance, but only one employee need be designated to process the grievance.
 - 5.1.4 “DAY” is any day that the District’s administrative offices are open for business.
- 5.2 The time limits provided for in this article may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next level in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal.
- 5.3 Level One - Informal
 - 5.3.1 Alleged grievance should be discussed in a private, informal conference between the parties involved. At least one such private meeting should take place between the parties before the grievance procedure is involved. The grievant may request the presence of a CSEA representative and the District may also have a representative present. The informal conference must occur within twenty days of the alleged occurrence.
- 5.4 Level One - Formal
 - 5.4.1 To utilize this grievance procedure, the grievant must, within thirty days of the alleged grievable occurrence, file the formal grievance in writing with the immediate supervisor. The formal grievance shall be a clear, concise statement of the facts giving rise to the grievance, and citing the specific provisions of the contract alleged to have been violated, misinterpreted, or misapplied. In addition, the grievance must contain the specific remedy sought. The supervisor shall respond, in writing, within ten days after the filing of the formal grievance.

- 5.4.2 Either party to the grievance shall have the right to request a personal conference in order to resolve the grievance. Either party may request the presence of one representative.

5.5 Level Two - Superintendent

- 5.5.1 If the Superintendent was not the immediate supervisor at Level One, the grievant may appeal the decision in writing to the Superintendent within five days after receiving the supervisor's decision at Level One. Such appeal must include a statement as to the reason for the grievant's dissatisfaction at Level One. The Superintendent shall make a decision within fifteen working days. In the event a decision satisfactory to the grievant is not reached, the grievant, within five working days, may appeal the decision of the Superintendent to the Board of Education.

5.6 Level Three - Board of Education

- 5.6.1 No later than the second regularly scheduled meeting after the receipt of the appeal from the grievant, the Board of Education shall conduct a hearing on the grievance in open or closed session as requested in writing by the grievant. At the hearing, the grievant shall have an opportunity to testify, present evidence, and present witnesses pertaining to the grievance.
- 5.6.2 Prior to the final resolution of the grievance, the District Board shall provide a copy of the grievance and the proposed resolution to CSEA. CSEA shall have seven days to comment on the proposed resolution.
- 5.6.3 The Board's final decision shall be made available to the grievant and CSEA within five days following the final resolution.

5.7 Miscellaneous Provisions

- 5.7.1 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 5.7.2 In the grievance procedure when it becomes necessary for individuals to be heard during school hours, release time will be granted if the Superintendent determines that such release time does not interfere with the operation of the District.
- 5.7.3 In the event the grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible so that the grievance procedure may be exhausted as soon after the school term as practicable.

- 5.7.4 If necessary, time limitations stipulated in this procedure may be extended by mutual agreement of the parties.

ARTICLE VI

LAYOFFS

6.1 Bargaining Unit Members Subject to Layoffs

Bargaining unit members shall be subject to layoff for lack of work and/or lack of funds in the sole discretion of the Board of Trustees. A layoff under this Article shall constitute an involuntary separation of employment due to lack of work or lack of funds.

6.2 Notification and Consultation Process

6.2.1 Notification to CSEA: The Superintendent or designee shall notify CSEA of any proposed layoffs, including the specific positions recommended for elimination, and all vacant positions available for transfer by impacted employees by the last working day in February of the effective date of the layoff. The District shall provide financial reports and workload analysis upon request by CSEA. Within ten (10) calendar days of the notification, the Superintendent, CSEA Chapter President and the CSEA Labor Relations Representative (upon chapter request) shall meet to discuss the proposed layoffs.

6.2.2 Seniority Roster and Review: The District shall provide CSEA a seniority roster of all affected employees, including hire dates and classification history. CSEA shall have ten (10) workdays to review the roster and notify the District of any errors in the seniority listing.

6.2.3 Written Notice to Impacted Employees: Upon the decision of the District to layoff any positions, written notice of layoff shall be sent by registered/certified mail and/or delivered in person to the affected unit member(s) by the District. The District shall mail or deliver in person the written notice of layoff to the affected unit member(s) no later than March 15th that the unit member's services will not be required for the ensuing year due to lack of work or lack of funds. Any notice of layoff shall specify the reason for the layoff, displacement rights, if any and re-employment rights.

6.2.4 The sole remedy for the unit member improperly laid off and otherwise entitled to employment shall be immediate re-employment upon discovery of the error and back pay if applicable under the circumstances. Seniority, step placement, vacation accrual rate, and sick leave hours shall be reinstated as if there were not an interruption in service.

- 6.3 Procedures of Layoff: Layoff procedures shall comply with Education Code Section 45117, including notice, displacement (bumping) rights, and re-employment rights. Layoffs shall be made in reverse order of seniority within the classification in which the layoff occurs.
- 6.3.1 Seniority Determination: Seniority shall be determined by the employee's original date of hire and the first day of paid service in the District. A tie in seniority shall be determined by lot.
- 6.3.2 Bumping Rights: Bargaining unit members who are to be laid off may exercise bumping rights in an equal or lower classification in which they have.
- 6.3.3 Voluntary Demotions or Reassignments: A permanent employee who has been removed from their classification due to layoff and after exercising their bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided the employee is qualified to perform the duties and the District approves the reassignment. Such employees shall maintain their re-employment rights as defined in this Article.
- 6.4 Bumping Rights: Bargaining unit members who are to be laid off may exercise bumping rights in an equal or lower classification in which they have served.
- 6.4.1 Bargaining unit members shall have the right to bump a bargaining unit member with less seniority in an equal or lower classification in which they have served. After the layoff is initiated, management shall call a displacement rights meeting including CSEA and all potentially affected employees within ten (10) workdays of the layoff notice. At this meeting, all persons with displacement rights will exercise their displacement rights or waive them. Employees unable to attend may submit their preferences in writing to CSEA and the District prior to the meeting.
- 6.4.2 Bargaining unit members shall have the right to bump up to a higher classification in which they have had previous service and have served a probationary period, but can only use the seniority they acquired in the higher classification with seniority determined by the date of hire into the District.
- 6.5 Re-employment Rights
- 6.5.1 Eligibility for Re-Employment: Bargaining unit members laid off shall be eligible for re-employment in their classification for a period of thirty-nine (39) months. Employees who take a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be eligible for re-employment for an additional twenty-four (24) months. Laid off employees shall have priority over

external candidates for re-employment in any vacant position for which they are qualified.

- 6.5.2 Employees who are laid off shall receive payment for all earned, unused vacation.
- 6.5.3 Unused sick leave benefits accumulated prior to layoff will be reinstated upon return to work.
- 6.5.4 Notification of Re-employment Opportunities: A bargaining unit member who is laid off and is subsequently eligible for re-employment shall be notified by electronic mail (personal email) addressed to the last email address given to the District by the unit member. The member shall have five (5) work days from the date of the email to accept or decline the offer. The District shall make a reasonable effort to confirm receipt (e.g., a follow-up call). After three (3) refusals of re-employment a unit member shall be considered unavailable for re-employment and shall not be notified of future vacancies until the laid off member notifies the District Personnel Office in writing that he/she is available for re-employment.
- 6.5.5 Bargaining unit members shall be re-employed in the highest job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Bargaining unit members who accept a position lower than their former classification shall retain their original thirty-nine (39) or sixty-three (63) month rights to the higher paid positions.
- 6.5.6 Should a bargaining unit member who had elected retirement in lieu of layoff subsequently accept, in writing, re-employment with the District, the District shall assist the member in coordinating with PERS to expediate reinstatement from retirement.

6.6 List and Support During Layoff

- 6.6.1 Substitute List: All employees laid off shall be placed on the substitute list for classification in which they are qualified for and offered a substitute position before any other individual on the substitute list. Laid-off employees shall substitute at their previous rate of pay, provided they remain available.
- 6.6.2 Leave to Seek Employment: Bargaining unit members who have received a layoff notice may use up to two (2) days of personal necessity leave (unless such leave is already used) to seek other employment. Additionally, members may request up to thirty (30) calendar days of unpaid leave to seek employment without losing their re-employment rights. Unpaid leave may not be consecutive days.

- 6.7 The impacts and effects of layoffs shall be subject to negotiation at the request of CSEA. The District and CSEA shall meet within ten (10) workdays of the layoff notice to negotiate the impacts and effects.

ARTICLE VII
TRANSFERS/PROMOTIONS/VACANCIES

7.1 Transfers

7.1.1 Definition: A transfer is a change of job sites without a change of classification.

7.1.2 Medical Transfers: The Superintendent may offer alternate work, when available and for which the employee is qualified, to an employee who has become medically unable to satisfactorily perform his/her regular job classification duties. The alternate work may constitute a promotion, demotion, or lateral transfer to a related classification.

7.1.3 Administrative Transfers: An administrative transfer is a transfer initiated by the District. The District may transfer a unit member from one site to another when the District determines that it is in the District's best interests. Prior to initiating an administrative transfer, the District shall post notice of the opening for voluntary transfer for at least five classified working days. If unit members voluntarily apply for the transfer, the transfer shall be awarded to the employee in that classification with the most seniority unless, due to the nature of the duties to be performed, such transfer would impair District operations. If no unit members voluntarily apply for the transfer, the District may assign, without the unit member's consent, the employee in that classification with the least seniority.

The District shall give at least five days' notice to the affected employee prior to the administrative transfer taking effect, unless such notice is impracticable.

No employee shall be subject to administrative transfer more frequently than one time per year.

7.1.4 Maintenance and Custodial Assignments: It is recognized that maintenance staff is not assigned to a particular site, but perform work throughout the District. The parties also recognize that the District may have, at times, an increased need for custodial work at one site. Custodial staff shall be primarily assigned to a particular site, but may be directed to perform short-term duties on other sites as the District determines to be necessary.

In addition, during times when school is not in session, custodial staff may be directed by the District to perform duties at other sites.

If custodial staff is required to travel from one site to another during work hours, the District shall either permit use of a District vehicle or reimburse the employee for mileage.

7.2 Promotions:

7.2.1 Definition: A “promotion” is a change to another bargaining unit position in a higher pay range.

7.2.2 Vacancies that constitute promotions will be advertised and filled in accordance with 7.3, below.

7.3 Vacancies:

7.3.1 When filling a vacancy in the bargaining unit, the District will advertise the position for at least five working days (defined as days on which the district office is open for business) within the District, in conjunction with advertising outside the District. Bargaining unit members who wish to be considered must notify the Superintendent in writing by the deadline in the job announcement. In addition, employees on leave or layoff may request in writing to be informed of job openings in the classified unit. If the employee so requests, a copy of the job announcement will be mailed as soon as it is posted. The District will consider applicants in the following order:

1. Transfers
2. Promotions
3. Non-bargaining unit applications

7.3.2 The job vacancy notice shall include: the job title; a brief description of the position and duties; the minimum qualifications requested for the position; the assigned job site; the minimum number of hours per day, days per week, and months per year assigned to the position; the salary range; and the deadline for filing for the vacancy.

7.3.3 Any employee on leave or vacation may authorize his/her job representative to file on the employee’s behalf.

ARTICLE VIII
HOURS AND OVERTIME

- 8.1 At the time of employment and in August of each year, each employee shall be assigned a regular minimum number of assigned hours per day, days per week, and months per year.
- 8.1.1 Distribution of Job Information: Upon initial employment, by the beginning of each employee contract year, and upon each change in classification, each employee of the bargaining unit shall receive a specification of the monthly or hourly rate for his/her classification, a statement of the employee's hours per day, days per week, and months per year, and a statement of days of sick leave and vacation and holidays with pay. In addition, an applicable job description and site assignments will be given to an employee upon initial employment and upon each change in classification. This information shall be consistent with the provisions of this contract.
- 8.2 Workweek: The workweek for regular employees shall consist of five consecutive workdays, Monday through Friday, unless otherwise designated by the District. Upon mutual agreement between the District and CSEA, four 10 (ten) hour days may constitute a workweek during the summer months.
- 8.2.1 During periods in which the 10 (ten) hour, 4 (four) day workweek is in operation, holiday pay, sick leave, and vacation leave shall be calculated as follows:
- 8.2.1.1 If the employee takes a full day of sick leave, a day of sick leave shall be deducted from the employee's sick leave balance. If the employee takes a partial day of sick leave, the partial day shall be converted to a fraction of a 10-hour day, and the fraction shall be deducted from the employee's sick leave balance.
- 8.2.1.2 Holiday pay shall be equal to that for a regular 10-hour day
- 8.3 Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provision set forth in this Agreement. The length of the workday is subject to written notification and negotiations. The shift time (beginning and ending work time) assigned to the employee may be re-designated by the Superintendent to address the needs of the District prior consultation with the impacted employee.
- 8.4 Temporary Increase in Accrual of Statutory Benefits: In accordance with Education Code sections 45136 and 45137, apart-time employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more shall, during that period, acquire increased fringe benefits on a prorated basis as

specified in Education Code section 45136 as though his/her basic part-time assignment had been changed.

8.5 Rest Periods: All bargaining unit employees shall be entitled to a paid 15-minute rest period with each three hours of employment. The timing of taking this rest period shall be as determined by the employee's immediate supervisor after prior consultation with the employee. An employee who works eight hours shall, in addition, be entitled to a thirty-minute duty free unpaid meal period, to be scheduled near the mid-point of the employee's shift.

8.6 Overtime: Except as otherwise provided herein, employees who are officially authorized to work overtime shall be compensated at a rate of pay equal to time and one-half the regular rate of pay. Overtime is defined as set forth below. For the purpose of computing the number of hours worked overtime, time during which an employee is excused from work because of holiday, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the employee.

8.6.1 For overtime authorized and worked, the District shall provide for such compensation or compensatory time off at a rate at least equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

Overtime is defined to include any time required to be worked in excess of 8 hours in any one day and in excess of 40 hours in any calendar week.

If the District establishes a workday of less than eight hours but seven hours or more and a workweek of less than 40 hours but 35 hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime.

The foregoing provisions do not apply to classified positions for which a workday of fewer than seven hours and a workweek of fewer than 35 hours has been established, nor to positions for which a workday of eight hours and a workweek of 40 hours has been established, but in which positions employees are temporarily assigned to work fewer than eight hours per day or 40 hours per week when such reduction in hours is negotiated to avoid layoffs for lack of work or lack of funds.

8.6.2 The workweek shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the

workweek at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated for at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

- 8.6.3 Overtime shall be rotated as equally as possible among a classification before being offered to other classifications.
- 8.7 Compensatory Time Off: An employee who works overtime as provided in this Article may indicate to his/her supervisor whether he/she prefers to have compensatory time off in lieu of overtime pay. After prior consultation with the employee, the District shall elect whether to provide an employee with compensatory time off at time and one-half in lieu of cash compensation. Any compensatory time balance at June 30 will be processed for payment on the subsequent special July payroll.
- 8.8 Special Trip Assignment: Any trip commencing or ending outside or beyond regular home to school busing hours; 6:40 am – 4:30 pm, shall be designated as a special trip. Special trips shall be assigned on a rotational basis among regular drivers. If a regular driver is not available, then a qualified substitute driver will be assigned special trips. This section may not apply to special trips to the mountains or large cities; special trips requiring these skills will be assigned to the first regular drivers who possess the required skill or experience, then to substitute drivers who possess the required skills or experience.
- 8.9 Holiday Pay: When an employee is requested to work on any paid holiday, the employee shall receive the regular rate for hours worked plus compensatory time off or pay at the rate of time and one-half the regular rate for hours worked on that day.
- 8.10 Minimum Call-in/Call-back: Any regular employee required to work on a day when the employee is not scheduled to work or is called back to work after completion of the employee's regular assignment shall receive a minimum of two hours' pay at the appropriate rate of pay under this Agreement.
- 8.11 Right of Refusal: Any employee shall have the right to reject any offer or request for overtime, or call-back or call-in time, except in the case of an urgent situation as defined by the Superintendent or his/her designee.
- 8.12 Hours Worked: For the purpose of computing seniority, all time during which an employee is in regular paid status, excluding overtime as a probationary or permanent employee, shall be construed as hours worked.

- 8.13 School Year: Those employees who work according to the school calendar (e.g. instructional aides, food service workers) shall work one day prior to the beginning and one day after school closes.
- 8.14 The Board of Trustees may adopt separate work schedules for the certificated and classified services. However, on any school day during which pupils would otherwise have been in attendance but are not for which certificated bargaining unit personnel receive their regular pay, classified bargaining unit employees shall also receive their regular pay whether or not they are required to report for duty that day.
- 8.15 If the Board of Trustees designates a day as a holiday, employees shall be entitled to a paid holiday, provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.
- 8.16 Flex-time: Employees may, upon request and with written approval of the supervisor, take up to a maximum of four hours for special circumstances, and make up an equal amount of time within 30 days.
- 8.17 Prior to Board approval of the school calendar, the District and the Association will form a Calendar Committee each Fall involving all stakeholders to work collaboratively on future District calendars. The calendar will be decided according to Board Policy 6111.

ARTICLE IX
PAY AND ALLOWANCES

9.1 Rate and Frequency of Pay:

9.1.1 The updated Salary Schedule will be placed in the Collective Bargaining Agreement (CBA) as Appendix C.

9.1.2 Subject to the District Superintendent's sole determination that a post-high school degree (AA or higher) will benefit the district, an employee who obtains such a degree will receive an annual stipend of \$250 paid over twelve monthly payments.

The District Superintendent may select written and/or oral test which may be given to employees in the bargaining unit to determine the degree of their bi-lingual competency in Spanish/English. If an employee achieves on the test the degree of bi-lingual competency that the Superintendent determines is minimally sufficient, the employee shall receive an annual stipend of \$250 over twelve monthly payments.

9.2 Payroll Errors: Payroll errors shall be corrected and lost checks replaced as soon as possible after the error is discovered, and in accordance with the Education Code. If an overpayment of wages or of other monetary disbursement is made to an employee by the District, the District may deduct the overpayment from the employee's next paycheck (after discovering the overpayment) unless the overpayment exceeds 5% of that next paycheck in which case the overpayment will be recovered in equal deductions from the next two paychecks.

9.3 Mileage Reimbursement: Employees who are required to use their own vehicle in the performance of their job duties shall be reimbursed for mileage at the current applicable IRS reimbursement rate for mileage.

9.4 Physical Exams: If the District requires a medical exam or test, the District agrees to pay the full cost of such exam or test.

9.5 Training: The District agrees to pay the following expenses for bus driver:

9.5.1 Classes that are required for continued certification.

9.5.2 For classes that occur outside the regular workday, the employee will be paid or receive compensatory time off at the appropriate rate.

9.5.3 The California Highway Patrol imposed fee.

9.5.4 Upon prior approval of the Superintendent, the DMV fees and other expenses required to be a licensed bus driver will be reimbursed. Fees need to be approved prior to reimbursement. The District will not reimburse fees that are incurred because the employee failed and had to pay to re-take assessments.

9.5.4.1 Current employees not in the bus driver classifications who wish to be a bus driver need to gain prior approval for hiring from the Superintendent before any fees will be reimbursed. Reimbursement shall be provided within thirty (30) days.

9.6 To count as a year's experience for advancement on the salary schedule, at least 75% of the position's normal contract days shall be worked.

9.7 Probationary Period: Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed six months of probationary service. Permanent employees promoted to a higher classification shall be considered probationary employees in their new position until they have satisfactorily completed six months of service in that position.

ARTICLE X
HEALTH AND WELFARE BENEFITS

- 10.1 The District agrees to provide family health, dental, and vision insurance programs for employees of the bargaining unit. Such coverage shall be:
- 10.1.1 Tri-County Schools Insurance Group (TCSIG). Open Enrollment will be allowed for the medical plan, thereby allowing each eligible employee in the unit to choose any medical plan offered by TCSIG.
 - 10.1.2 Delta Dental Plan 2
 - 10.1.3 Vision Services Plan C.
- 10.2 Eligibility: to be eligible to participate in the District benefit plan, the employee must be employed to work at least twenty (20) hours per week. Full and part-time employees who wish to waive benefit coverage may do so. Employees who work at least thirty-five (35) hours per week, seven (7) hours per day must, pursuant to the Plan's requirements, either participate in the benefit plan or waive benefits, in which case the District is required by the Plan to pay a waiver fee. Consequently, such employees are considered "full-time" for purposes of this Article only.
- 10.3 The maximum level of District contribution toward the cost of health and welfare benefits is the following beginning November 1, 2023: Employee Only \$425 /Employee+ 1 \$867, Employee+ Family \$1160 per month per full-time eligible employee.
- For eligible part-time employees, the maximum level of District contribution shall be a pro rata amount based on the part-time employee's hours as compared to full- time hours. If the cost of such benefits increases above the maximum level of District contribution, the amount above the maximum level of District contribution shall be deducted automatically monthly from each employee's paycheck.
- 10.4 For those employees who elect to participate in the American Fidelity Income Protection Plan, the District will establish a system of payroll deduction for payment of the premium by the employee. Benefits under the plan will be coordinated with the District sick leave benefits.

ARTICLE XI

HOLIDAYS

- 11.1 Scheduled Holidays: The Superintendent agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Lincoln Day
Washington Day
Memorial Day
Juneteenth
Independence Day - July 4
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Last working day before Christmas
Christmas Day
Day after Christmas

- 11.1.1 Twelve-month employees who normally work during the Easter recess shall have either the Friday before or the Monday after Easter off with no reduction in pay, as long as those days are not student attendance days. Those employees are:

Maintenance Worker
Groundskeeper
Custodians

- 11.1.2 The District will provide a paid holiday for twelve month full-time employees on the Wednesday before Thanksgiving.

- 11.2 Additional Holidays: Every day declared by the President of the United States or Governor of this state as a public fast, mourning, Thanksgiving or holiday or any other day declared by the Superintendent or Board of Education as a holiday for classified employees shall be a paid holiday for all employees in the bargaining unit.

- 11.3 Holiday Eligibility: Except as provided in this Article, an employee must be in a paid status on his/her normal working day preceding or succeeding the holiday to be paid for the holiday.
 - 11.3.1 Employees in the bargaining unit who are not normally assigned to work during the Christmas Recess shall be paid for any holiday above provided they were in a paid status during any portion of their normal working day immediately preceding or succeeding the holiday period.
- 11.4 Holidays on Saturday or Sunday or on Day off:
 - 11.4.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.
 - 11.4.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

ARTICLE XII

LEAVES

12.1 Bereavement Leave:

12.1.1 Employees of the bargaining unit shall be granted a leave with full pay in the event of a death in the employee's immediate family.

12.1.2 The immediate family is defined to include spouse (including registered domestic partner) mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, grandparent, grandchild, grandparent/grandchild of spouse, or any relative of either spouse living in the immediate household of the employee.

12.1.3 The leave shall be for a period of not to exceed five days.

12.1.4 The District reserves the right to specify the manner of proof of bereavement leave.

12.2 Jury Duty:

12.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty, if the employee endorses over to the District all fees, except travel reimbursement, meals, and/or parking. Leave of absence is not authorized for service on a grand jury.

12.2.2 Upon notification of jury duty, it is the obligation of the employee to immediately inform the principal and make a request for leave of absence through the District.

12.3 Sick Leave:

12.3.1 For purposes of this section only, a "full-time employee" is one who is employed twelve months per year, five days a week.

12.3.2 A "day" is defined as the number of hours worked by the employee at the time the sick leave was taken.

12.3.3 Full-time employees shall be granted twelve days of sick leave each fiscal year.

12.3.4 Employees who work less than full time as defined in 12.3.1 above will receive a proportionate amount of sick leave.

12.3.5 The sick leave that each employee earns in a year will be credited at the beginning of each year, except as follows. A probationary employee may not take more sick

leave during the probationary period than the number of months' probation served.

- 12.3.6 Injury or illness due to pregnancy shall be treated as an illness for the purposes of sick leave.
- 12.3.7 Any sick leave not taken shall be accumulated from year to year.
- 12.3.8 The District reserves the right to request written verification by a medical doctor of any illness leave that is in excess of three consecutive days.
- 12.3.9 In any calendar year commencing 2000, an employee may use his/her accrued and available sick leave, up to an amount that would be accrued during six months' employment at the employee's then-current rate of entitlement, to attend to an illness of a child, parent, spouse, or domestic partner of the employee. All conditions and restrictions applicable to the use by an employee of sick leave shall apply to the use by the employee of sick leave to attend to an illness of his/her child, parent, spouse, or domestic partner.

Any sick leave use described above shall be applied as personal necessity leave described in 12.3.9 a and c below, and taken from the employee's personal necessity leave balance, if any. To the extent the employee's personal necessity leave has already been used for purposes other than to attend to an illness of an employee's child, parent, spouse, or domestic partner, accrued sick leave may be used up to the amount described herein after any remaining available personal necessity leave has been used.

The entitlement described herein does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2606, et seq.), regardless of whether the employee receives sick leave compensation during that leave.

As used in this section 12.3.9:

- 1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.
- 2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- 3. "Sick leave" means accrued increments of compensated leave provided by the District to an employee as a benefit of the employment for use by the

employee during an absence from the employment for any of the following reasons:

- a. The employee is physically or mentally unable to perform his/her duties due to illness, injury, or a medical condition of the employee.
- b. The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
- c. The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.

"Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the District's general assets.

[The provisions of 12.3.9. are added solely to implement the requirements of Labor Code §233 (added to law effective January 1, 2000) and shall remain in effect only as long as the law requires such additional leave of absence.]

12.3.10 Parental Leave

- a. Definition of Parental Leave: For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."
- b. Eligibility for Parental Leave
- c. All full-time and paid-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave.
- d. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.
- e. General Provisions
- f. All employees who meet the eligibility requirements in Section 20.2 are entitled to 12 workweeks of parental leave in any 12-month period.

- g. When both parents of the child are employed by the Employer, the parents will be limited to a total of 12 workweeks of parental leave between the two of them.
- h. The employee is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
- 1. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12- workweek period in the subsequent school year.
- j. The employee is entitled to use his or her regular accrued paid sick leave and differential pay sick leave in taking parental leave, if the employee chooses to do so.
- k. The employee must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use differential pay sick leave, for a total of 12 workweeks in any 12-month period.
- l. The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.
- m. The employee can choose to, but is not required to, use his or her paid leaves, e.g., sick leave or vacation leave, when taking parental leave.
- n. Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.
- o. When all paid leaves have been exhausted, the employee is entitled to utilize unpaid leave up to 12 workweeks.

12.3.11 The Superintendent may, but shall not be required to consult with CSEA Chapter President regarding developing a plan of action (a) to correct suspected improper use of any sick leave provisions in this Agreement and (b) to discipline the employee involved.

12.4 Industrial Accident and Illness Leave: In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this State, employees shall be entitled to the following benefits:

- 12.4.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year. When any leave will overlap a 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.
- 12.4.2 Payment for wages under this section, when added to an award granted the employee under workers' compensation laws of this state, will not exceed the normal wage for the day(s).
- 12.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave pay which, when added to the Workers' Compensation award, provided for a day's pay at the regular rate of pay.
- 12.4.4 Any employee absent from duty because of an industrial accident or illness leave, who has used all available paid leave pursuant to this Agreement and is unable to return to duty, may be granted a leave of absence without pay for further recuperation.
- 12.4.5 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position.
- 12.4.6 The District reserves the right at District expense to require a medical examination by District selected doctor at any stage of an industrial accident claim.
- 12.4.7 An employee on industrial accident or illness leave shall not leave the state without written consent from the District.
- 12.4.8 Commencing July, 1984, any employee hired on or after that date must continuously serve the District for 6 work months before the benefits provided by this Article are available to the new employee.
- 12.5 Entitlement to Other Sick Leave: When a permanent classified employee who is on illness or injury Leave has exhausted all paid leave he or she is entitled to, he/she may be placed on a six months' unpaid leave. If at the end of the six months' unpaid leave the employee is still unable to return to work, he/she shall be placed on a reemployment list for 39

months. Whether or not a six-month unpaid leave of absence will be granted is within the discretion of the Board of Trustees or Superintendent.

12.5.1 When a classified employee is absent on account of illness or accident for a period of five months or less, whether industrial accident/illness leave or not, and the employee has exhausted all available sick leave and all accrued vacation credit, and is not able to return to duty, he/she shall be paid the difference between his/her salary and that of his/her substitute for the remainder of the five months. Entitlement to sick leave provisions under this paragraph, if any, shall be considered "entitlement to other sick leave" for the purpose of computing benefits under the provisions of section 12.4.4 "Industrial Accident or Illness Leave," if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensation time, vacation or other available paid leave has been exhausted.

12.5.2 When a permanent classified employee who is on non-industrial accident or illness leave has exhausted all paid leaves he or she is entitled to, including that provided under 12.5.1 above, he/she may be placed on an unpaid leave not to exceed six months. If at the end of six months' unpaid leave the employee is still unable to return to work, he/she shall be placed on a reemployment list for 39 months. Whether or not a six-month leave of absence will be granted is within the discretion of the Board of Trustees or Superintendent

12.6 Break in Service: No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement, other than seniority, shall continue to accrue under such absence.

12.7 Personal Necessity Leave: The District shall, in accordance with the law and pursuant to the provisions of this contract, provide for an employee's absence for personal necessity while charging such absence to sick leave.

12.7.1 The Board serves the right to specify within the limits of status and judicial precedent, the manner of proof of personal necessity.

12.7.2 The total number of days for personal necessity shall not exceed seven.

12.7.3 Employees shall give as much advance notice as possible to the Superintendent when scheduling personal necessity leave in order that he/she has the chance to verify such request by appropriate means before the leave is to take place.

Advance permission is not required in the following situations:

1. Serious illness of a member of his/her immediate family.

2. Accident involving his/her person or property, or property of a member of his/her immediate family.
3. The need to provide care for a sick member of the immediate family.
4. Death of a member of the employee's immediate family for the time requested in excess of that specified by statute.
5. A maximum of two days may be used for bereavement on the death of a close friend.

12.7.4 Prior approval is needed for the following instance of personal necessity leave.

1. Religious holiday.
2. Medical appointment of a member of the immediate family.
3. Required appearance before a state agency.
4. Court appearance under subpoena or as a litigant or witness or to respond to an official order from another governmental jurisdiction when not brought about through the connivance or misconduct of the employee. When such court appearance is job-connected, the employee's absence will be treated as "authorized school business" and will not fall under this employee contract.
5. Up to seven days may be used for other personal reasons which cannot reasonably be taken care of outside the hours of assigned duty or are obligatory in nature. The specifics of the reasons for any of these seven days of absence need not be stated. However, employees must complete an Absence Request form to validate the availability of days.

These days may not, however, be used to extend a holiday, seek or engage in employment elsewhere, create vacation time during the school year, or engage in concealed activities against the District.

12.7.5 Additional personal leave not otherwise covered by this Article may be granted by the Superintendent on an unpaid basis.

12.8 Sick Leave Donation: District agrees to add section 12.8 to collective bargaining agreement, with following additional provisions for implementation:

1. An employee who is about to run out of all paid leave (full sick leave, paid portion of extended sick leave, vacation, compensatory time off, etc.) may request the donation of additional sick leave by submitting the Sick Leave Donation Form. The request is only for the purposes of covering the employee's own illness or accident. The District may request medical

verification of the employee's need to be absent from work due to the employee's illness or accident.

2. The District will notify bargaining unit members that it has received a request for donated sick leave and provide employees the opportunity to donate their sick leave.
3. Those employees who choose to donate sick leave shall fill out the sick Leave Donation form indicating the amount of sick leave they wish to donate (up to sixteen hours). To donate, the employee must have at least twelve days (for 12 month employees) or ten days (for 10 month employees) of sick leave remaining following the donation.
4. Upon board approval of the request and the donation, the donating employee's sick leave balance shall be reduced by the amount of the donation as needed, and the requesting employee's balance shall be increased by that amount.

12.9 Reproductive Loss Leave

- 12.9.1 Reproductive loss leave includes failed adoption, failed surrogacy, miscarriage, stillbirth, and/or unsuccessful assisted reproduction.
- 12.9.2 An employee who has been employed with the District for at least thirty (30) days shall be granted a leave of absence not to exceed ten (10) days following a reproductive loss event. Such leave may be taken consecutively or intermittently. Such leave shall be taken within three (3) months of the loss event.
- 12.9.3 If an employee experiences more than one reproductive loss within a 12-month period, leave is not to exceed thirty (30) days within a 12-month period. Reproductive loss leave shall be paid if the employee chooses to use sick leave or vacation leave.

12.10 Leaves for Protections and Reasonable Accommodations for Victims of Violence

- 12.10.1 All classified employees, regardless of the length of service, are eligible for any available leave as specified in AB 2499 if they are a victim of a qualifying act of violence.
 - 12.10.1.1 Qualifying acts of violence is defined as any of the following, regardless of whether an arrest, prosecution or conviction occur, bodily injury or death, use of firearms or dangerous weapons, threats of force.

- 12.10.2 If the employee has a family member, as defined in Article 12.1.2, who is a victim the employee is entitled to protected leave and may use any leave available as specified in AB 2499 for relocation purposes.
- 12.10.3 The District shall maintain the confidentiality of any leave or accommodation request, including related documentation.

ARTICLE XIII
VACATION PLAN

- 13.1 Eligibility: All employees in the bargaining unit shall earn paid vacation under this Article; however, probationary employees shall not be entitled to take vacation nor shall their vacation rights vest during the first six months of their probationary period.
- 13.2 Vacation Pay: Pay for vacation days for all permanent bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 13.3 Classified employees (other than hourly employees) are entitled to vacation with pay on the following basis:

Twelve-month employees:

- For each year of service through the fourth year - 10 working days.
- For the fifth year of service through the tenth year - 15 working days.
- For the eleventh year of service through the fifteenth year - 18 working days.
- For the sixteenth year of service and each year following - 20 working days.

Eleven-month employees:

- For each year of service through the fourth year - 8 working days.
- For the fifth year of service through the tenth year - 13 working days.
- For the eleventh year of service through the fifteenth year - 16 working days.
- For the sixteenth year of service and each year following - 18 working days.

Ten-month employees:

- For each year of service through the fourth year - 7 working days.
- For the fifth year of service through the tenth year - 12 working days.
- For the eleventh year of service through the fifteenth year - 15 working days.
- For the sixteenth year of service and each year following - 17 working days.

A "working day" shall be that number of hours the employee worked at the time of earning the vacation. An employee's vacation days allotment will be converted to hours at the beginning of each year.

- 13.4 If an employee's service begins during a school year and he/she earns a pro rata share of vacation for that year, for purposes of earning additional vacation during the fifth year of service his/her first year of service will be considered an entire year if he/she works at least 75% of the positions normal contract days. If, however, he/she works less than 75% of the

positions normal contract days, he/she will still earn a pro rata share of vacation for that period but the first year will not count toward the five years of service necessary for additional vacation entitlement.

- 13.5 Vacation shall be requested by an employee on a form provided for that purpose, and the dates of his/her proposed vacation must be approved by his/her immediate supervisor. If an employee is not permitted to take his full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash.
- 13.6 Should a paid holiday occur during the vacation period, the employee shall receive the day as a holiday rather than a day of vacation.

ARTICLE XIV
PAST PRACTICES

- 14.1 Rules, regulations, policies, and past practices of the District related to wages, hours, and other terms and conditions of employment (as defined in the Rodda Act - Government Code section 3540 and following) which do not conflict with the terms of this Agreement shall remain in effect unless changed in compliance with provisions of law requiring that CSEA be informed of the proposed change(s) and given an opportunity to request negotiations on the proposed change(s). If such a request to negotiate is made, negotiations shall occur and in that event a change may be made either through agreement of the parties or through implementation accomplished in compliance with law.

ARTICLE XV
DISCIPLINARY ACTION PROCEDURE AND CAUSES

15.1 Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Governing Board or the Superintendent may, at its discretion, dismiss a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing.

15.2 Involuntary Disciplinary Action Against Permanent Classified Employees

Permanent classified employees shall be subject to disciplinary action only for cause. Disciplinary action includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including suspension, demotion, reduction of pay step in class, dismissal, or any reassignment without his/her voluntary consent, except for layoff for lack of work or lack of funds. Reprimands are not disciplinary action. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

15.3 Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by Board policy or administrative regulation of this District, each of the following constitutes cause for disciplinary action against a permanent classified employee:

15.3.1 Fraud in securing appointment.

15.3.2 Falsifying any information supplied to the school district, including, but not limited to information supplied on application forms, employment records, or any other school district records.

15.3.3 Incompetency.

15.3.4 Inefficiency.

15.3.5 Inexcusable neglect of duty.

15.3.6 Insubordination.

15.3.7 Dishonesty.

15.3.8 Possession of alcoholic beverages on school district property or while on duty, drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol.

- 15.3.9 Addiction to the use of controlled substances, or possession of or use of controlled substances while on District property or while on duty.
- 15.3.10 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
- 15.3.11 Inexcusable absence without leave, including but not limited to abuse of leave rights.
- 15.3.12 Immoral conduct.
- 15.3.13 Discourteous, offensive, or abusive conduct toward the public, students, or other employees.
- 15.3.14 Improper political activity as provided by State law.
- 15.3.15 Insubordination or willful disobedience, including but not limited to refusal to do assigned work or to take a medical examination required by the District.
- 15.3.16 Failure to adequately care for and safeguard assigned District material, equipment, or facilities.
- 15.3.17 Violation of District, Board or departmental written rule, policy, or procedure, or established practice or procedure.
- 15.3.18 Failure to possess or keep in effect any license, certificate, or other similar permit requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 15.3.19 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 15.3.20 Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by law.
- 15.3.21 Unlawful discrimination against the public, students, or other employees.
- 15.3.22 Unlawful retaliation against any other District officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.

15.3.23 Offering anything of value, or offering any services in exchange for special treatment in connection with the employee's job, or acceptance of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

15.3.24 Any other action or lack of action that is detrimental to the school district and/or public service.

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

15.4 Initiation and Notification of Charges

The District Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee.

In all cases involving disciplinary action, the person initiating said action shall file a copy of the written recommendation of action with the Board and the employee may request a copy be sent to the CSEA Labor Relations Representative (for information only). A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

15.4.1 A statement of the nature of the disciplinary action (for example, suspension without pay, demotion, reduction of pay step in class, or dismissal); and

15.4.2 A statement of the cause or causes therefore as set forth above; and

15.4.3 A statement in ordinary and concise language of the acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation; and

15.4.4 A statement of the employee's right to request a hearing, and the manner and the time within which his/her request must be filed; and

15.4.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

15.5 Administrative Leave With Pay

The Superintendent may place any employee on administrative leave with pay anytime he/she determines it is in the best interest of the District to do so to facilitate an investigation or to await the outcome of a disciplinary process or proceeding.

15.6 Right to Request a Hearing

15.6.1 The employee may, within seven calendar days after receiving the recommendation of disciplinary action described above, request a hearing by signing and filing the card or paper included with the recommendation. Any other written document signed and approximately filed within the specified time limit by the employee shall constitute a sufficient notice of request for hearing. A request is effectively filed only by delivering the notice to the office of the District Superintendent or designee during normal work hours of that office. A request may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein.

15.6.2 If the employee against whom a recommendation of disciplinary action has been filed fails to file a request for hearing within the time specified in these rules, the employee shall be deemed to have waived his/her right to a hearing, and the Superintendent or his/her designee may order the recommended disciplinary action into effect immediately.

15.7 Amended/Supplemental Charges

At any time before an employee's case is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted, any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

15.8 Hearing Procedures

15.8.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified at least 10 calendar days in advance of the time, date, and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel or an individual of their own choice and, if demand is made, therefore when the Board is hearing the

appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Board or a hearing officer.

The Board or a hearing officer will limit or exclude evidence or testimony which is not relevant or material to the issue. Technical rules of evidence shall not apply to such hearing, but evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

15.8.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) appointed by the Board except in those cases where the Board determines to hear the matter. In any case in which the Board hears the matter, the Board may utilize the services of a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the matter is heard by the Board, it shall affirm, modify, or revoke the recommended disciplinary action.

15.8.3 If the matter is heard by a hearing officer, he/she shall prepare a proposed decision in such form that it may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be furnished to each party within seven days after the proposed decision is received by the Board. The Board may:

15.8.3.1 Adopt the proposed decision in its entirety.

15.8.3.2 Reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.

15.8.3.3 Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

The Board may not impose a penalty more severe than that initially recommended by the complainant.

15.8.4 In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary action proceedings against the employee in which a disciplinary action was ultimately sustained and also any records contained in the employee's personnel file if such records were introduced into evidence at the hearing.

15.8.5 The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may be stated in the language of the pleadings or reference thereto.

15.9 Hearing Decision

The decision of the Board shall be delivered to the complainant from whose recommendation the request for hearing occurred and shall be enforced and followed by him/her. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by certified mail. The decision of the Board shall be final.

15.10 Miscellaneous

15.10.1 Allegations of error in procedure in implementing disciplinary action shall be submitted by the employee to the hearing officer or the Board hearing the matter for review and determination; the grievance procedure in the collective bargaining agreement shall not be applicable to such allegations. The charges, contents, and decisions made in implementing and making final determinations regarding disciplinary action are also not grievable.

15.10.2 Compulsory Leave of Absence. Whenever an employee is charged in a court of law with a mandatory leave of absence offense (sex or drug) as defined in subdivision (a) of Education Code section 44940, the Superintendent or designee shall immediately place the employee upon a compulsory leave of absence for a period of time extending not more than ten days after the date of entry of judgment in the proceedings. [This provision shall not prevent the District, as an alternative, from initiating disciplinary action pursuant to its regular disciplinary action procedure.]

15.10.2.1 Any employee placed on compulsory leave of absence shall continue to be paid his/her regular salary during the period of his/her compulsory leave of absence if and during that time he/she furnishes to the District a suitable bond, or other security acceptable to the Board, as a guarantee that the employee will repay to the District the amount of salary so paid to him/her during the period of compulsory leave of absence in case the employee is convicted of the charges, or fails or refuses to return to service following an acquittal of the offense or dismissal of the charges. If the employee is acquitted of the offense, or the charges against the employee are dismissed, the District shall reimburse the employee for the cost of the bond upon his/her return to service in the District.

15.10.2.2 If the employee does not elect to furnish bond, or other security acceptable to the Board, and if the employee is acquitted of the

offense, or the charges against him/her are dismissed, the District shall pay to the employee his/her full compensation for the period of the compulsory leave of absence upon his/her return to service in the District.

15.10.2.3 The Board may extend an employee's compulsory leave of absence by giving him/her notice, within ten days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of extended compulsory leave shall be made as described in the preceding section.

15.10.2.4 The District reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be re-employed nor compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

15.10.3 Compulsory Dismissal. The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code section 44010 or any controlled substance offense as defined in Education Code section 44011. If, however, any such conviction is reversed and the person is acquitted or charges dismissed, the employee may be re-employed by the District, although re-employment is not a guarantee. (Education Code section 45123.)

ARTICLE XVI

SAVINGS

- 16.1 If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, such provisions will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. In the event of invalidation of any portion of this Agreement, the parties agree to meet and negotiate as appropriate.

SIGNATURE PAGE

AGREEMENT

between

MAXWELL UNIFIED SCHOOL DISTRICT

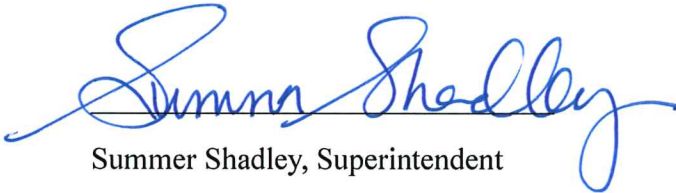
and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Maxwell Chapter 560

Signed this 24th day of November, 2025

For Maxwell Unified School District:


Summer Shadley, Superintendent

For CSEA, Maxwell Chapter 560:


Kyle Miller, Maxwell Ch. 560 President

For Maxwell Unified School District:



For CSEA, Maxwell Chapter 560:



APPENDIX “A”

**SIDE LETTER
OF
AGREEMENT**

The undersigned employee organization requests that the Governing Board of Maxwell Unified School District adopt the necessary resolution to implement the provisions of Section 414(h)(2) of the Internal Revenue Code. In making this request, the employee organization certifies that they have the legal authority to bind members of their bargaining unit or organization to participation in this program.

The employee organization acknowledges that they are aware of the following key features of the IRC 414(h)(2) program.

The program is a mechanism for deferring tax liability on the employee's PERS contribution.

1. The program must be implemented for all PERS employees of the District in the bargaining unit.
2. Employees do not have the option of receiving the contribution directly.
3. The program cannot be implemented retroactively.

The employee organization agrees that the District shall have not responsibility or liability for any errors, or inability to timely implement the program, which are attributable to PERS or the Colusa County Office of Education. District participation shall be operative only so long as District pick-up of employee retirement contributions continue to be excludable from gross income under provisions of the Internal Revenue Code.

Employee contributions made by the District pursuant to the IRC 414(h)(2) program shall be treated for all purposes other than taxation in the same manner as employee contributions made prior to participation in the program. If required by PERS or County Office procedures, employee wages shall be reduced by the amount of employee contributions made by the District pursuant to the IRC 414(h)(2) program.

The undersigned parties further acknowledge that participation in this program has been determined to be optional and is not eligible for reimbursement as a state mandated cost. Accordingly, the District is granted exclusive authority to terminate participation in the program if it is required to incur any additional costs as a condition of continued participation.

APPENDIX "B" (cont.)

The District shall not exercise this exclusive authority provided the undersigned employee organization agrees to pay their pro-rata share of the increased costs of participation.

The undersigned employee organization shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the participation of a member of their bargaining unit or organization in the IRC 414(h)(2) program.

Dated: _____

Dated: _____

FOR MAXWELL UNIFIED
SCHOOL DISTRICT

FOR CSEA, MAXWELL CHAPTER 560

MAXWELL UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2024-25

RANGE	CLASSIFICATION	1	2	3	4	5	6	10	15	20	25	30
A	Cafeteria Worker	17.63	18.07	18.52	18.99	19.46	19.95	20.94	21.99	23.09	24.25	25.46
B	Office Clerk Paraeducator II	18.25	18.70	19.17	19.65	20.14	20.64	21.68	22.76	23.90	25.09	26.35
C	Library Tech Lead Cafeteria Worker	18.89	19.36	19.84	20.34	20.85	21.37	22.44	23.56	24.74	25.97	27.27
D	Custodian	19.55	20.04	20.54	21.05	21.58	22.12	23.22	24.38	25.60	26.88	28.23
E	Bus Driver Utility Tech. (Cust/Bus Driver/light maint)	20.23	20.74	21.26	21.79	22.33	22.89	24.03	25.24	26.50	27.82	29.21
F	School Secretary	20.94	21.46	22.00	22.55	23.11	23.69	24.87	26.12	27.42	28.80	30.24
G	Maintenance Worker/Groundskeeper/Bus Driver	21.67	22.21	22.77	23.34	23.92	24.52	25.75	27.03	28.38	29.80	31.29

\$250 Bilingual Stipend as per contract agreement
\$250 Advanced Degree Stipend as per contract agreement

Health Benefit Monthly Tiered Cap (full-time employee): Employee Only: \$425 / Employee+1: \$867 / Employee + Family: \$1160

Negotiated: 5.5% increase to the 2023-2024 salary schedule, retro to 7/1/24.

Effective 7/1/25 new ins cap: Employee Only \$460 / Employee +1 \$939 / Employee + Family \$1256

One time payment of (employee only \$420 / employee +1 \$864 / employee + Family \$1152) will be given to employees who currently take District benefits to offset the 24-25 cap.

Board Approved: Negotiations Pending

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES
Maxwell Unified School District

Full Name (Last Name First) _____

PROBATIONARY ☐

PERMANENT ☐

WORK LOCATION: _____

CHECK ONLY THOSE FACTORS WHICH
APPLY TO THE EMPLOYEE'S POSITION

REPORT FOR _____ to _____

INDICATE DATES DURING
WHICH EMPLOYEE WAS
UNDER YOUR SUPERVISION

	Exceeds Work Performance Standards	Meets Work Performance Standards	Below Work Performance Standards		
1. QUALITY OF WORK Consider: a. Job knowledge b. Accuracy c. Neatness d. Thoroughness	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
2. QUANTITY OF WORK Consider volume of acceptable work and extent to which work schedules are met	☐	☐	☐		
3. WORK HABITS AND ATTITUDE Consider: a. Dependability b. Punctuality c. Appearance of work station d. Compliance with instructions, rules, and regulation e. Ability to work without immediate supervision	☐	☐	☐		
4. PERSONAL QUALITIES Consider: a. Judgment b. Initiative c. Planning and organizing d. Good health e. Appearance	☐	☐	☐		
5. RELATIONSHIPS WITH OTHERS Consider: a. Employees b. Pupils c. Public	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
6. SUPERVISORY ABILITY Consider: (if applicable) a. Leadership ability b. Fairness and impartiality c. Judgment and decision making d. Training and instructing e. Planning and assigning the work of others f. Evaluating performance g. Productivity of subordinates	☐	☐	☐		
7. ADDITIONAL FACTORS Please identify additional factors not specifically considered above: a. _____ b. _____	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
8. OVERALL WORK PERFORMANCE	☐	☐	☐		

Recommendation by Supervisor preparing Evaluation:

It is recommended that this employee: a. Be retained in status ☐ b. Be terminated from this position ☐
c. Be placed on unscheduled evaluation ☐

My signature below is an acknowledgement that I have seen and discussed this evaluation, but does not necessarily imply agreement with the conclusions of the supervisor.

Signature of Supervisor _____ Title _____ Date _____

Signature of Employee _____ Date _____

WHITE – DISTRICT OFFICE COPY

YELLOW – SUPERVISOR'S COPY

PINK – EMPLOYEE'S COPY

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

Maxwell Unified School District

Full Name (Last Name First)

PROBATIONARY ☐PERMANET ☐

WORK LOCATION: _____

Check only those factors which
apply to the employee's position

Report for _____ to _____

Indicate dates during which employee
employee was under your supervision

Exceed Work Performance Standards

Meets Work Performance Standards

Below Work Performance Standards

If "Below work Performance Standards" or "Exceed
Work Standards" is checked, please give your reason
for this rating. If "Below", indicate suggestion made
to the employee on how to improve.

1. Quality of Work Consider:	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
a. Job knowledge	☐	☐	☐		
b. Accuracy	☐	☐	☐		
c. Neatness	☐	☐	☐		
d. Toughness	☐	☐	☐		
2. Quantity of Work Consider volume of acceptable work and extended to which work schedules are met	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
3. Work Habits and Attitude Consider:	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
a. Dependability	☐	☐	☐		
b. Punctuality	☐	☐	☐		
c. Appearance of work stations	☐	☐	☐		
d. Compliances with instructions, rules, and regulations	☐	☐	☐		
e. Ability to work without immediate supervision	☐	☐	☐		
4. Personal Qualities	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
a. Judgment	☐	☐	☐		
b. Initiative	☐	☐	☐		
c. Planning and organizing	☐	☐	☐		

5. Relationship with others	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
a. Employees	☐	☐	☐		
b. Pupils	☐	☐	☐		
c. Public	☐	☐	☐		

6. Supervisory Ability	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
Consider: (if applicable)					
a. Leadership	☐	☐	☐		
b. Fairness and impartiality	☐	☐	☐		
c. Judgment and decision making	☐	☐	☐		
d. Training and Instructing	☐	☐	☐		

7. Additional Factors	☐	☐	☐	Suggestions or comments made by Supervisor	Employee Response
Please identify additional factors not Specifically considered above:					
a.					
b.					

8. Overall Work Performance	☐	☐	☐
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Recommendations by Supervisor preparing Evaluation:

It is recommended that this employee:

a. Be retained in status ☐

b. Be from this position ☐

c. Be placed on unscheduled evaluation ☐

My signature below is an acknowledgement that I have seen and discussed this evaluation, but does not necessarily imply agreement with the conclusion of the supervisor.

Signature of Supervisor	Title	Date
-------------------------	-------	------

Signature of Employee	Date
-----------------------	------