

# Classified Employee Handbook



## 2019/20

*Welcome to Pleasant Ridge Union School District. We believe our classified employees play an important role in establishing a safe and engaging environment where students develop academic, social and life skills to become productive, responsible citizens in a constantly changing global society.*

*This handbook is intended to serve as a guide to the district's policies, rules, and regulations, benefits of employment, and performance expectations. References in this handbook to "classified staff" are intended to apply to part time and full-time unrepresented classified staff members of Pleasant Ridge Union School District.*

*Each classified staff member is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents; including Board Policies and Administrative Regulations that deal with your employment.*

*I trust you share in my philosophy that each of us, in the normal routine of our duties, should have a positive effect upon education and development of our students. If you have questions regarding your employment, or any other matters, feel free to visit the district office. I am happy to meet with you here or at your work location at any time.*

*Sincerely,*

*Rusty S. Clark  
Superintendent*

# INFORMATION ABOUT THE PLEASANT RIDGE SCHOOL DISTRICT

Governing Board Members:

Jay Adamson  
Angela Arroyo  
Kelly McKinley  
Deanne Opdahl  
Jonathan Salter

Superintendent

Rusty S. Clark

Assistant Superintendent/Business Manager

Gregg Motarjeme

Director of Special Education

Teresa Zoellin

Administrative Assistant

Kristin Potts

Payroll/Benefits

Carol Fling

Accounts Payable

DeAnne Harrison

Special Education Secretary

Francie Campbell

## OUR SCHOOLS

### *Alta Sierra*

*(Kindergarten - Fifth Grade)*

Principal

Thomas Bivens

School Secretary

Kelli Brooding

Brandie Pratt

### *Cottage Hill*

*(Kindergarten - Fifth Grade)*

Principal

Karen Montero

School Secretary

Michelle Evans

Elaine Greenhaw

### *Magnolia Intermediate*

*(Sixth Grade - Eighth Grade)*

Principal

Zachary Pless

School Secretary

Donna Emerick

Leslie Garten

Sheila Volek

### *Arete Charter Academy*

*(Kindergarten - Eighth Grade)*

Director/Teacher

Sarah Schwartz

School Secretary

Andrea Magda

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## THE CLASSIFIED STAFF

This handbook applies to all part-time and full-time unrepresented classified employees. Classified employees are those employees employed in positions that do not require certification qualifications or a recognized credential. Classified employees include:

1. **Regular Classified Employee** (full-time and part-time): Any employee that is not designated as Confidential or Special, or specifically excluded from classified staff.
2. **Confidential Classified Employee** (full-time and part-time): Any employee who, in the regular course of duties, has access to, or possesses information relating to, employer-employee relations.
3. **Special Employee:**
  - a. **Substitute Employee:** A person employed and paid for 75% or more of a school year, assigned to fill in for another during the absence of the employee who otherwise occupies the position or as otherwise allowed by statute.
  - b. **Short-Term Employee:** A person employed and paid for 75% or more of a school year, hired to perform a service to the District, upon the completion of which, the position will not be extended. Such position will usually be limited to six months. Fringe benefits are not available for short-term assignments.

Classified Staff does not include:

1. Substitute and short term employees employed and paid for less than 75% of a school year;

2. Part-time playground positions, where the employee is not otherwise employed in a classified position.
3. Apprentices and professional experts, and students as set forth in Education Code §45103.

## **ARTICLE 1 – NON-DISCRIMINATION CLAUSE**

### **Non-Discrimination**

The District is an Equal Opportunity Employer and complies with all Federal and State employment discrimination laws. The District shall not unlawfully discriminate against or tolerate the harassment of employees or job applicants on the basis of their sex, race, color, religious creed or observance, national origin, ancestry, citizenship, age, parental or marital status, pregnancy or childbirth, physical or mental disability, medical condition, genetic characteristics, veteran status, actual or perceived sexual orientation, gender identity or expression, or any other basis protected by Federal, State, or Local law, Ordinance or Regulation. The District shall not unlawfully retaliate or tolerate retaliation against employees or job applicants on the basis of their exercise of legally protected rights under Federal or State laws.

## **ARTICLE 2 - CLASSIFICATIONS**

### **Employment Status**

- 2.1 Probationary Employee:** A person hired to fill a regular or confidential position shall be classified as a probationary employee during the first 12 months of employment.
- 2.2 Permanent Employee:** A person hired to fill a regular or confidential position shall be classified as a permanent employee upon completion of 12 months probationary service and a satisfactory evaluation.

## **Job Classification**

Job Classifications, include but are not limited to:

School Secretary I  
School Secretary II  
Library Clerk  
Director of Technology  
Technology Aide  
Attendance, Truancy, Behavior Specialist  
Speech & Language Pathologist Assistant  
Instructional Aide  
Noon Supervisor  
Food Service Aide  
Health Aide  
Special Education Para-Educator  
Preschool Director/Teacher  
Preschool Aide  
Recreation Supervisor  
Recreation Aide I  
Recreation Aide II  
Accounts Payable  
Administrative Assistant  
District Payroll Technician

## **ARTICLE 3 - EMPLOYMENT**

### **Employment, Conditions & Appointment**

- 3.1 The Superintendent will hire for the Governing Board all Regular, Confidential and Special hourly employees. Selection will be based upon competence and will be in accordance with all pertinent rules and regulations of the Governing Board, and laws of the State of California.
- 3.2 To be employed as a classified employee, applicants shall fulfill the requirements and meet the standards as defined in the job description. In addition, they shall:

- 3.2.1 Pass the district developed No Child Left Behind certification test or have an Associate's Degree or higher (if applicable).
  - 3.2.2 File a Loyalty Oath.
  - 3.2.3 Successfully complete a background check through Department of Justice and Federal Bureau of Investigation prior to start of employment.
  - 3.2.4 Verify freedom from tuberculosis (subsequent evidence is required every four years)
  - 3.2.5 Complete a federal I-9 form and other forms and papers that may be required.
- 3.3 Employees entering the classified service of the district shall be placed upon the first step of the appropriate pay range. However, if a person is found to have exceptional qualifications for a position through training or experience or both, the Superintendent may authorize placement on a higher step as appropriate.
- 3.4 Employees rehired into the same position after voluntary termination may be given credit for previous service but shall be placed no higher than step 3 on the appropriate pay range.
- 3.6 Employees are directly responsible to their assigned supervisor.

### **Personal Data-Change in Name, Address, Phone Number or Family Status**

Please immediately report any changes to the above information to the District Office so that your records remain current and up-to-date. Any change of name must be accompanied by legal proof of the change.



## **Tobacco, Drug and Alcohol Free Workplace**

All employees are hereby notified that the Pleasant Ridge School District is a tobacco, drug and alcohol free workplace. The use of tobacco, drugs or alcohol are strictly prohibited in all areas of the school or facility property and in district vehicles.

### **ARTICLE 4 - COMPENSATION**

#### **Compensation**

- 4.1 Unless informed by the District otherwise, Classified employees shall be paid on a monthly basis on the last working day of the month.
- 4.2 The district, at the request of the employee, may deposit salary warrants in the employee's bank account automatically on payday.
- 4.3 A payroll check stub is attached to each monthly warrant for all personnel indicating deductions and leave balances.

### **ARTICLE 5 - ANNIVERSARY DATE**

#### **Anniversary**

- 5.1 The anniversary date of each employee shall be July 1.
  - 5.1.1 Classified employees employed during the first half of the fiscal year (July 1 through December 31) shall advance to the next step of the salary schedule on July 1 of the following fiscal year.
  - 5.1.2 Classified employees employed during the second half of the fiscal year (January 1 through June 30) remain on their present step on the salary schedule until July 1 of the second following fiscal year.

## **ARTICLE 6 - LONGEVITY**

### **Longevity**

Classified salary schedules, regular classified employees shall receive longevity pay in accordance with the applicable classified salary schedule.

## **ARTICLE 7 - MILEAGE**

### **Mileage**

The district will reimburse employees who use their private vehicles for district business in accordance with Board Policy and Administrative Regulation, with the advance approval of the supervising administrator and Superintendent.

## **ARTICLE 8 - REASSIGNMENTS/TRANSFERS**

### **Reassignment or Additional Hours**

- 8.1 Job Vacancies created by promotions, transfers, resignations, or newly established positions in the district shall be advertised within the district in conjunction with public advertisement.
  - 8.1.1 Applications for lateral transfers; i.e., the same class, may be made in writing to the district office when the vacancy has been advertised.
  - 8.1.2 When the hours of a regular position need to be increased, the assignment may be given to the employee currently filling that position.
- 8.2 Employees shall be subject to assignment or to change in assignment, as the Superintendent deems to be in the best educational interests of the schools and pupils therein. Except when there are circumstances which require immediate action, classified employees shall receive ten working days' notice of change in assignment.

### 8.3 Reassignment to Higher Classification:

8.3.1 An employee reassigned to a position with a higher salary range shall be placed on the step in the new classification representing the next higher amount of money to be not less than \$.50 per hour or to the top step of the salary schedule.

8.3.2 An employee reassigned to a higher classification maintains his/her original anniversary date in the employee's original job classification as well as starts a new anniversary date in the new job classification.

8.3.3 An employee who is reassigned to a higher classification shall serve in a probationary capacity for six months in the new position. However, the employee does retain permanent status in the original classification.

### 8.4 Reassignment to a Lower Classification:

An employee who is reassigned to a position with a lower salary range shall be placed on a step in the new classification representing his/her years of experience with the district and the original placement. The employee's anniversary date shall remain the same.

## **ARTICLE 9 – WORK DAY**

### **Work Period**

#### **9.1 Work Week**

Each employee's work-week (days and hours) shall be designated by the district.

9.1.1 Under normal conditions, the eight-hour shift shall fall between the hours of 6:30 a.m. and 11:30 p.m. In

emergencies, or for special circumstances, work periods may be changed.

9.1.2 These provisions do not restrict the extension of a regular working hour schedule on an overtime basis when such is necessary to carry on the business of the district.

9.1.3 The district will allow one fifteen-minute break for each four-hour work period. This break, if not taken, cannot be used to shorten work periods.

9.1.4 Employees working more than 5 hours per day are required to take a 30 minute duty free lunch.

## **9.2 Overtime**

9.2.1 Employees may be called upon for services beyond the normal work week. Required overtime above the eight-hour day and 40-hour week will be compensated at one and one-half times the regular hourly rate of pay.

9.2.1.1 All pre-approved overtime must be turned in on the proper time sheet and signed by the immediate supervisor who approved the work. Forms must be in the district office as soon as possible.

9.2.1.2 Payment for overtime will be made on a regular monthly basis. Overtime will not be honored if accumulated without prior approval from the immediate supervisor.

## **ARTICLE 10 – WORK YEAR**

### **Length of Work Year**

The work year for all employees shall begin on July 1 and end on the following June 30 unless otherwise stipulated.

#### **10.1 Work Year for Personnel Working the Student Attendance Year**

10.1.1 Employees shall work those days children attend school unless otherwise arranged by the Superintendent.

10.1.2 When school is canceled due to snow, employees shall be excused from service on that date. Employees shall work on the days rescheduled for student attendance.

#### **10.2 Work Year for Ten-Month Personnel**

10.2.1 The normal work year for personnel employed for ten months of the year shall begin approximately one day prior to the opening of school and shall end one day after the end of the school year.

10.2.2 During the ten months of employment, personnel in these positions shall work all days not designated classified employee holidays or school vacation periods.

#### **10.3 Work Year for Eleven-Month Personnel**

10.3.1 During the eleven months of employment, personnel in these positions shall work all days not designated as classified employee holidays or employee vacation time off. The work year shall

commence two weeks prior to the start of the opening of school and shall end eleven calendar months thereafter.

## **ARTICLE 11 – VACATIONS**

### **Vacations**

- 11.1 Every full-time employee, employed 5 days a week, shall be allowed one workday of vacation for each month of service. Vacations shall be taken during summer vacation unless specifically authorized by the Superintendent or his/her designee.
- 11.2 No vacation may be taken for at least six (6) months after beginning employment.
- 11.3 Vacation entitlement after the specified periods of consecutive service will be as follows:
  - 0-5 Years - One (1) day per month of employment (12 day maximum per year)
  - 6-10 Years - One and one-quarter (1 1/4) days per month (15 days maximum per year)
  - After 11+ Years - One and one-half (1 1/2) days per month (18 days maximum per year)
- 11.4 Vacation time may be accumulated up to two years but must be taken by the end of the second year. An employee may not take more than three consecutive weeks in any one year without prior approval of the Superintendent. Any request for a vacation exceeding three consecutive weeks must be made three months in advance (not applicable to Instructional Aides.)

- 11.5 An employee whose employment is terminated (with or without fault on the employee's part) who has earned vacation and/or overtime to his/her credit shall be paid for such time upon termination of employment.
- 11.6 Classified Employees designated on the Part-Time (Hourly Salary Schedule) may not take vacation leave on a regular school day, as vacation leave is incorporated into the total number of days paid in their monthly salary and pro-rated based on their assignment.

**Classified Management Only**

*Effective July 1, 2006:*

*1 additional day per year (Not Admission Day)*

*Effective July 1, 2007:*

*0-5 years 1 day per month + 1 additional day per year*

*6-10 years 1.25 days per month + 1 additional day per year*

*11-15 years 1.5 days per month + 1 additional day per year*

*16 + years 1.75 days per month + 1 additional day per year*

**ARTICLE 12 - HOLIDAYS**

**Holidays**

12.1 All Classified Employees

Labor Day

Admission Day\*

Veterans Day

Thanksgiving and the following day

Christmas

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Memorial Day

\*If classes are held on Admission Day, all employees are entitled to one additional day of vacation.

12.2 Full time Classified Employees shall receive the following additional holidays:

The District will provide two paid holidays when Christmas falls on Friday, Saturday, Sunday or Monday. The District will provide three paid holidays when Christmas occurs on Tuesday, Wednesday, or Thursday.

December 31, New Year's Eve

July 4 (if employed during the month of July).

## **ARTICLE 13 - LEAVES/ABSENCES**

### **Leaves of Absence**

All absences shall be reported to the school office.

#### **13.1 Sick Leave**

Full-time Classified Employees shall be entitled to 12 days leave of absence for illness or injury.

A Classified Employee, employed five days a week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

A Classified Employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).



When an employee is employed for less than a full month, the employee shall be credited with a full day of leave when employed more than 50% of the working days of that month. No credit shall be given to an employee employed for 50% or less of the working days of that month.

Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day. Credit for leave need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year. However, a new employee of the district shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the district.

If such employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

### **13.2 Extended Illness Leave – Differential Pay**

After all earned sick leave days and available paid leave at full pay have been used, and additional long-term absence (five or more consecutive days) due to illness or injury is necessary, employees shall receive the difference between his/her own salary and the amount paid to the substitute for a total of 100 days inclusive of the earned leave days at full pay.

### **13.3 Pregnancy Disability Leave**

13.3.1 Any employee may utilize accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery therefrom.

13.3.2 The length of such leave, including the date on which the leave commences shall be specified in the medical verification provided by the employee's physician. Medical verification must demonstrate that such leave is for disability and not for purposes of child care or any purpose other than pregnancy-related disability.

13.3.3 Such pregnancy disability leave with pay shall be granted and administered in the same manner as sick leave and extended illness leave provisions.

#### **13.4 Parental Leave**

Employees are entitled to up to 12 weeks of unpaid parental leave. So long as our school district employs more than 50 employees who work within a 75 mile radius, and you have worked for the district full time for a full year (52 weeks), you have the right under the California Family Rights Act ("CFRA") and the federal Family & Medical Leave Act ("FMLA") to up to 12 weeks of leave to care for a new or adopted baby or foster child. Adoptions of "non-baby" children qualify, given they represent a new placement in the home (e.g. not a previously fostered child and has later been adopted). The leave must be taken within a year of the baby's birth or the child's placement in your home. **This is separate from pregnancy disability leave for pregnancy, childbirth and recovery (PDL).**

Under Education Code Section 44977.5, you may first apply any accrued, fully paid sick leave to your parental leave. Upon exhaustion of all fully paid, regular sick leave, sub differential may be applied to the remaining

portion of the 12 week period. Under sub differential, you will receive the difference between your salary and the amount paid to a long term substitute.

You may take a block of time, up to 12 weeks. Alternatively, you may take the leave intermittently, in shorter increments as long as all of the leave is used prior to one year after the child arrives.

You must also provide the district with verification of birth, foster care placement, or adoption and provide 30 days advance notice of your need for parental leave when your need for the leave is foreseeable. The leave under FMLA and CFRA is unpaid, but pursuant to the California Education Code, you may apply paid leave accruals (sick leave, accumulated sick leave and extended sick leave) concurrently with your parental leave, to remain in paid or partially paid status.

The District may refuse to grant a reasonable request for parental leave only if both parents are eligible for CFRA leave and are employed by the District in which case the District may limit leave for the birth, adoption, or foster care placement of a child to one 12 work week period of parental leave between both parents.

During the period of your parental leave, the district must maintain your health insurance coverage and must continue to allow you to accrue seniority and receive the other benefits you would ordinarily receive on other types of leave, such as life, short-term or long term disability or accident insurance coverage, and pension and retirement credit. Your right to unpaid leave under

the CFRA and FMLA run concurrently, meaning you are only entitled to one 12-week unpaid leave, not to a 24-week leave. As long as you return to work at the conclusion of 12 weeks, the district must assign you to the same or equivalent position. If you remain on leave longer than 12 weeks, you can continue to maintain your health insurance by paying the premiums yourself under COBRA, but the district is not obligated to hold your position for you until you choose to return.

### **13.5 Industrial Accident and Illness Leave**

The following provisions shall apply to an industrial accident or industrial illness leave by a classified employee:

- 13.5.1 Up to sixty (60) working days of pay and benefits shall be allowed in any one (1) fiscal year for the same accident or illness.
- 13.5.2 Industrial accident or illness leave will commence on the first day of absence.
- 13.5.3 Allowable leave shall not be cumulative from year to year.
- 13.5.4 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

- 13.5.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 13.5.6 Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of this state, exceed the normal wage for the day.
- 13.5.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under normal sick leave benefits.
- 13.5.8 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 13.5.9 Any employee receiving benefits pursuant to this paragraph shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 13.5.10 Only absences which are supported by a doctor's certificate and have been verified to be the result of a work connected injury or illness can be paid under the appropriate leave policy. Any absence which cannot be verified shall be charged against the employee's personal illness leave or other appropriate leave or salary will be deducted.

13.5.11 Whenever possible, injuries shall be reported within twenty-four (24) hours of the occurrence of the injury on forms provided by the District.

### **13.6 Personal Necessity Leave**

13.6.1 Sick leave may be used by an employee in cases of personal necessity.

13.6.2 Personal Necessity Leave is defined as leave taken for either of the following reasons:

- Death or serious illness of a member of the employee's immediate family.
- Accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

13.6.3 No such accumulated leave in excess of seven (7) days may be used in any school year for the purposes of this section.

### **13.7 Bereavement Leave**

13.7.1 Every employee shall be entitled to three (3) days of paid leave of absence or five (5) days if travel out of state is involved, on account of the death of any member of the employee's immediate family.

- 13.7.2 This leave shall not be deducted from sick leave.
- 13.7.3 The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this section.
- 13.7.4 For the purpose of this section, immediate family shall mean spouse, domestic partner, child, step-child, or foster child; the parent, grandparent, grandchild, child's spouse, sibling or sibling's child of the employee or the employee's spouse or domestic partner. Immediate family shall also include any relative living in the immediate household of the employee.

### **13.8 Jury Service/Subpoena**

Employees required to serve as jurors on any duly convened State or Federal court proceeding shall receive paid leave for the duration of such proceeding. Employees utilizing this leave shall reimburse the District for all pay, fees or stipends received for such jury duty.

### **13.9 Other Leaves/Leaves without Pay**

All Classified Employees retain entitlement to all leaves provided by State Law that are not specifically included in this agreement.

The Board retains the discretionary right to grant, upon request, unpaid leaves for such reasons as the Board may deem in the interest of the District; however, no such leave shall exceed one school year in duration.

## **13.10 Personal Business Leave**

Each Classified Employee shall be entitled to two (2) days of his paid sick leave allotment during each school year for personal business leave. Personal business days are to be used for non-recreational purposes, which cannot be handled during non-work hours. Employees utilizing this benefit shall provide notification of such utilization to the District at least one day prior to such utilization, and obtain approval from his/her supervisor. When necessary to the efficient operation of the District, the District may impose a twenty percent (20%) limitation on daily utilization of this leave for instructional aides and limit the utilization of such leave to one employee within similar job classifications at each school site. For the purposes of this section, maintenance and custodian personnel are considered within the same job classification.

## **13.11 Catastrophic Leave**

### **13.11.1 Catastrophic Illness and Injury Benefit**

As set forth by the provisions of this section, any classified employee may donate sick leave credits to the Catastrophic Leave Bank for use by another classified employee when that classified employee, or a member of his/her family, suffers from a catastrophic illness or injury.

### **13.11.2 Definitions**

- “Catastrophic illness” is defined as (1) a critical illness or injury where the long-term diagnosis may be terminal without intensive medical treatment for the employee or a member of the employee’s immediate family, and (2) the illness or treatment is expected to incapacitate the employee or a



member of the classified employee's immediate family for an extended period of time such that the employee must be absent from work for an extended period of time and such absence creates a financial hardship for the classified employee because he/she has exhausted all available fully paid sick leave.

- “Immediate family” is defined as husband, wife, son, daughter, or stepchild who is living at home, or the mother and father of the classified employee.
- “Sick Leave Credit” as used in the context of this provision means that number of sick leave hours which are given by a donating classified employee to the Catastrophic Leave Bank for use by another classified employee who is experiencing a catastrophic illness.
- “Available Fully Paid Sick Leave”. For purposes of this article available fully paid sick leave means that fully paid sick leave earned in the current year plus fully paid sick leave accumulated from prior years that is otherwise available for employee's own catastrophic illness or the catastrophic illness of a member of the classified employee's immediate family.
- The Catastrophic Leave Bank shall be administered by a Joint Committee of two (2) classified employees and two (2) members appointed by the District.

### 13.11.3 Eligibility To Use The Bank

- Sick leave credits may be donated to a classified employee for a catastrophic illness if all of the following requirements are met:
- Participation in the Catastrophic Leave Bank is voluntary, however, contribution to the Bank is required in order to be eligible to receive donated sick leave.
- The classified employee who is suffering from a catastrophic illness, or whose immediate family member is suffering from a catastrophic illness, submits a written request for donated sick leave. The affected classified employee shall provide written verification of this catastrophic illness or injury from a licensed physician.
- The affected classified employee has exhausted all available fully paid sick leave, and the only remaining paid leave available to the employee who is suffering from a catastrophic illness/injury is differential pay leave. Where the catastrophic illness or injury is suffered by an immediate family member, the employee must have exhausted all fully paid leave available to care for a family member.
- If the Committee determines that the classified employee is eligible to access the Catastrophic Leave Bank because the classified employee or his/her immediate family member is incapacitated as set forth in paragraph 2(a) above, the classified

employee shall receive an initial donation of up to a maximum of thirty (30) work days.

- In the event the classified employee anticipates that he/she will need additional donated leave beyond the initial thirty (30) work days, the classified employee must submit to the Committee a written request, together with written verification from a licensed physician attesting to the need for continued catastrophic leave, at least ten (10) work days prior to the expiration of the initial leave donation. If the Committee concurs in the classified employee's request, the Committee may allocate donated leave to the classified employee up to a maximum of twenty (20) additional working days.

#### 13.11.4 Procedure

- An eligible classified employee who wishes to access the Catastrophic Leave Bank must submit a request in writing to the Committee.
- Because a classified employee must have donated to the Catastrophic Leave Bank in order to be eligible to request donated leave, classified employees shall be provided the opportunity to contribute to the Bank from the first contract day through October 15. Any classified employee who is a participant in the Catastrophic Leave Bank may elect during the period from the first contract day through October 15 of any year to withdraw from the bank on the condition that all unused sick leave contributions made by the classified employee to the Bank shall remain in the Bank.

- Classified employee must have at least one full year's accrual of sick leave as of the first contract day to be eligible to donate, and all classified employees who wish to participate in the Catastrophic Leave Bank shall make an initial contribution of one (1) day of sick leave and agree to donate up to two (2) additional days for a maximum of three (3) days as determined by the Committee in response to employee utilization of the Bank within a school year.
- In the event that as of the first contract day in any school year (and upon initialization of the policy in the 2010/11 school year) the bank has a balance of less than two hundred (200) hours, the Committee may require an additional day of donated leave from all existing participants in the Catastrophic Leave Bank. The Committee shall meet prior to the end of the contract year to determine whether or not an additional donated leave shall be required.
- The maximum amount of time that donated sick leave may be used by the recipient classified employee shall:
  - (1) Not exceed the five (5) school months of differential pay leave for a classified employee's own catastrophic illness or injury. All donated sick leave shall be coordinated and run concurrently with the classified employee's five (5) school months of differential pay leave and shall be applied so as to

provide the classified employee, to the extent such donated sick leave permits, with full pay rather than differential pay.

(2) Not exceed the number of work days specified in Section 3.d. and e. for the catastrophic illness or injury of a classified employee's immediate family member.

- A classified employee who receives donated leave credit pursuant to this section shall use any leave credits that she/he continues to accrue on a yearly basis prior to receiving paid leave from the Catastrophic Leave Bank.
- The Committee shall keep all records confidential and shall, to the extent possible, not disclose the nature of the illness/injury except as is necessary to process the request for withdrawal and to demonstrate that all eligible employees have received an equal opportunity to withdraw from the Bank.
- By November 15 of each year, the District shall notify the Committee of the following:
  - (1) The total number of donated days in the Bank.
  - (2) The names of participating members.
- By the tenth (10th) day of April and June, the District shall notify the Committee of the total number of days remaining in the Bank on the last day of the previous month.

- The District shall immediately notify the Committee at any time that the number of days in the Bank has been exhausted.
- Requests will only be granted if sufficient time is donated and available.

### **13.12 Prior Service Credit for Sick Leave**

Any employee who has been employed by the State of California, the County Superintendent of Schools, or another school district in California for a period of one calendar year or more and is employed by the district within one year from the date of said previous employment, upon request, shall be credited with all earned unused sick leave from the employee's former employment.

## **ARTICLE 14 - BENEFITS**

### **Benefits**

14.1 Benefits shall be provided for eligible employees and eligible dependents through the Schools Insurance Group (SIG) as specified below:

14.1.1 Medical Plans as offered by SIG

14.1.2 Dental - SIG Plan through Delta Dental, including a \$1700 (in network) and \$1500 (out of network) maximum and 50% orthodontia benefit

14.1.3 Vision - SIG Plan through Vision Service Plan (VSP), Plan C

14.2 Part-time employees, employed more than four hours/day, 5 days/week shall be entitled to fringe benefits on a pro-rated basis. They shall have the option of monthly

payments to the District in the amount of the difference in total monthly cost or they may elect not to have the benefit coverage of this Article.

- 14.3 Retired district staff may retain the district health benefit package at their own expense, regardless of age as per SIG regulations. Retirees who elect Medicare coverage as the primary insurer at age 65 or thereafter may continue to use SIG as the secondary insurance carrier as per SIG. Health premium payments shall be made monthly in advance and arrangements shall be made with the district business office prior to retirement.
- 14.4 The maximum district contribution is tiered and pro-rated if applicable.
- 14.5 An employee Internal Revenue Code Section 125 plan is available at no additional cost to the district. Employee participation is optional.
- 14.6 Members of the classified staff are covered by unemployment insurance, the cost of which is paid by the district. Unemployment insurance coverage is not available to employees who are not working during times when students are not in school; i.e., Easter, Christmas and summer recess.
- 14.7 Workers' Compensation Insurance
  - 14.7.1 All employees are covered by Workers' Compensation Insurance. Injuries must be reported to the school office immediately. The school office will fill out an accident form and report the injury to the district office within 24 hours.
  - 14.7.2 Workers' Compensation benefits are explained in Article 13 - Leaves of Absence under Industrial

## Accident and Illness Leave.

### 14.8 Social Security (OASDI)

All classified employees are covered under Social Security/Medicare regulations. The district and employee pay an equal share towards this benefit as required by federal law.

### 14.9 Retirement Benefits - PERS (Public Employee Retirement System)

14.9.1 California law requires classified employees with a position(s) that requires regular, part-time service for at least an average of 20 hours per week for one year or longer to belong to the Public Employees Retirement System. Persons must otherwise be monitored to determine when and if they qualify for membership.

14.9.2 PERS Retirement Benefits shall be governed by applicable California Law and Regulations.

## ARTICLE 15 - EVALUATION

### Employee Evaluation Procedure

#### 15.1 Procedure

15.1.1 Permanent employees assigned to regular full-time and part-time positions will be evaluated by their immediate supervisor at least once each year. The basic goal of the district evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the district.



- 15.1.2 Probationary employees assigned to regular positions will be evaluated at least once prior to the end of the twelve-month probationary period. The granting of permanent status will depend upon a satisfactory job performance and evaluation.
- 15.1.3 If an employee does not agree with a written evaluation, he/she may write any comments or explanation upon the evaluation form and/or may attach any written comments which shall become part of the permanent personnel file.
- 15.1.4 Written employee comments or explanations must be made within 20 calendar days of the evaluation conference date.
- 15.1.5 The contents of an evaluation are not subject to the grievance article.

## **ARTICLE 16 – Termination of Employment**

### **Procedures for Termination of Employment**

#### **16.1 Resignations/Retirement**

- 16.1.1 An employee who plans to resign or retire from employment in the district is requested to notify the Superintendent in writing at least two weeks prior to the last day of employment. Classified employees who leave their positions without such notice may be denied re-employment rights and favorable reference for future employment.

#### **16.2 Job Abandonment**

- 16.2.1 If an employee is absent from work for a period

of three or more consecutive days without notifying the supervisor, the district may declare that person's job "abandoned", and the employee may be suspended subject to dismissal. Abandonment of a position shall result in termination as a voluntary resignation.

### **16.3 Termination of Probationary Employment**

16.3.1 A probationary employee may be terminated at any time, at the sole discretion of the District.

### **16.4 Dismissal/Suspension of Permanent Employee**

16.4.1 Recommendation for Dismissal/Suspension

- A recommendation for suspension or dismissal may originate with the principal of a school or with a supervisor. Such recommendation shall be made to the Superintendent.
- A permanent employee may be terminated by the Governing Board upon the recommendation of the district Superintendent.

16.4.2 Causes for Suspension or Dismissal

The Governing Board may suspend, demote, or dismiss a classified employee for reasonable cause, including, but not limited to, the following:

- Absence without leave
- Conviction of any criminal act involving moral turpitude
- Conduct unbecoming an employee in the

public service

- Disorderly or immoral conduct
- Incapacity due to mental or physical disability to be determined by a medical examination
- Incompetency or inefficiency
- Insubordination
- Possession or consumption of alcoholic beverages or intoxication while on duty
- Negligence or willful damage to public property or waste of public supplies or equipment
- Fraud in securing appointment
- Revocation of any license which is required for employment
- Dishonesty
- Failure or inability to satisfactorily perform assigned duties or those specified in his/her job description
- Addiction to use of narcotics or habit forming drugs
- Discourteous treatment of the public or other employees
- Violation or refusal to obey the school laws of the state or regulations, prescribed by the state Board of Education or by the Governing Board
- Any other failure of good behavior, either during or outside of duty hours which is of such discredit to the District or his/her employment

#### 16.4.3 Initiation and Notification of Charges

- The Superintendent shall file a written statement of the reasons for the dismissal/suspension and forward a copy

thereof to the employee by United States registered mail with the postage prepaid, addressed to the employee at the last known place of residence.

- The notification to the employee shall include:
  1. A statement of the nature of the personnel action (suspension without pay or dismissal);
  2. A statement of the cause or causes for the personnel action, as set forth above;
  3. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
  4. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
  5. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

#### 16.4.4 Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has

been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

#### 16.4.5 Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee but must be received or postmarked no later than the time limited stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

#### 16.4.6 Amended/Supplemental Charges

At any time before an employee's appeal 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 personnel 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. Any new causes or allegations shall be made orally at the hearing and shall be noted on the record.

#### 16.4.7 Hearing Procedures

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 of the time and place of the hearing. The employee shall be entitled to appear personally, introduce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing office or the Board.

All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any such case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural

questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

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

1. Adopt the proposed decision in its entirety.
2. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
3. Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
4. Reject the proposed decision in its entirety.

If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the



record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed with the Board.

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

#### 16.4.8 Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

## **ARTICLE 17 – LAYOFFS/RE-EMPLOYMENT**

### **Layoffs and Re-employment**

#### **17.1 Classified employees shall be subject to layoff for lack of work or lack of funds.**

- 17.1.1 Layoff is defined as separation from service because of lack of work or lack of funds for an involuntary reason not reflecting discredit on an employee.
- 17.1.2 Whenever a classified employee is laid off, the order of layoff within the class shall be determined by date of hire within the class. If same date of hire within the class is the same for two or more employees, tie breaking criteria will be applied in the following order: years of experience in the District, years of service in an educational institution, number of college units.
- 17.1.3 A layoff for lack of funds or layoff for lack of work may be averted by a reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee or employees.
- 17.1.4 Employees who take a voluntary demotion or reduction in assigned time, in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment into their former class for a period of up to 63 months.
- 17.1.5 Persons laid off because of lack of work or lack of funds will be placed on a re-employment list and will be eligible for re-employment for a period of 39 months. Re-employment shall be in reverse order of layoff and in preference to new employees.
- 17.1.6 Employees having been placed on the re-employment list shall be rehired in order of seniority to their former classification without

examination. Employees may apply on an open basis for other positions subject to their qualifications through prevailing examination procedures.

- 17.1.7 Sixty calendar days' notice of intent to cut back hours or layoff shall be given except as otherwise provided in the Education Code.

## **ARTICLE 18 – RETIREMENT INCENTIVES**

### **Retirement Incentives**

#### **18.1 District Office Classified**

Upon a PERS retirement from District service, a district office classified service employee with 15–19 years of Pleasant Ridge Union School District service, the District shall pay a maximum stipend of \$10,000. Upon a PERS retirement of a district office classified employee with 20 or more years of Pleasant Ridge Union School District service shall be eligible for a maximum stipend of \$15,000.

The retiring employee may elect one of the following stipend options for payment:

1. Continued participation in the district's health benefit programs until the total amount of the stipend has been exhausted.
2. Payment shall be paid to the eligible retired employee over a three-year period commencing upon the date of retirement. The maximum amount of payment in any one year of the three years shall not exceed more than 50% of the total stipend.

## **18.2 School Secretary**

Upon a PERS retirement from District service, a school secretary classified service employee with 15–19 years of Pleasant Ridge Union School District service, the District shall pay a maximum stipend of \$8,000. Upon a PERS retirement of a school secretary classified employee with 20 or more years of Pleasant Ridge Union School District service shall be eligible for a maximum stipend of \$10,000.

The retiring employee may elect one of the following stipend options for payment:

1. Continued participation in the district’s health benefit programs until the total amount of the stipend has been exhausted.
2. Payment shall be paid to the eligible retired employee over a three-year period commencing upon the date of retirement. The maximum amount of payment in any one year of the three years shall not exceed more than 50% of the total stipend.

## **18.3 Part-Time (Hourly) Classified Employees (designated on salary schedule)**

Upon a PERS retirement from District service, a district Part-Time (hourly) classified employee with 15–19 years of Pleasant Ridge Union School District service, the District shall pay a maximum stipend of \$2,500. Upon a PERS retirement for an hourly classified employee with 20 or more years of District service, an hourly employee shall be eligible for a maximum stipend of \$3,500.

The retiring employee may elect one of the following payment options:

1. Continued participation in the district's health benefit programs until the total amount of the stipend has been exhausted.
2. Payment shall be paid to the eligible retired employee over a three-year period commencing upon the date of retirement. The maximum amount of payment in any one year of the three years shall not exceed more than 50% of the total stipend.

#### **18.4 Library Clerks**

Upon a PERS retirement from District service, a district school library clerk with 15–19 years of Pleasant Ridge Union School District service, the District shall pay a maximum stipend of \$4,000. Upon a PERS retirement for a school library clerk with 20 or more years of District service, a school library clerk shall be eligible for a maximum stipend of \$5,000.

The retiring employee may elect one of the following stipend options for payment:

1. Continued participation in the district's health benefit programs until the total amount of the stipend has been exhausted.
2. Payment shall be paid to the eligible retired employee over a three-year period commencing upon the date of retirement. The maximum amount of payment in any one year of the three years shall not exceed more than 50% of the total stipend.

## **Contact Us**

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