

employees; determine the method, means and services to be provided; establish the educational philosophy and goals and objectives, insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the district operation; determine the curriculum; build, move or modify facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees, and to take any action on any matter in the event of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms and in conformance with the laws of the State of California.

The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

The District will establish and implement administrative regulations which are consistent with the law.

- C. In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article is limited to catastrophic natural disasters, such as earthquakes or floods, which would prevent the normal functioning of the School District pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, the Union and the District shall negotiate the continuance of the suspension of the rescinded article(s).

#### **ARTICLE 6: EVALUATION**

- A. The employees shall be evaluated by an administrator or supervisor designated by the Superintendent/ President. The administrator or supervisor shall be an individual with direct knowledge of the employee's duties and responsibilities.
- B. Probationary employees shall be formally evaluated twice during the probationary period. The first evaluation shall be during the middle month of the probation period and the second evaluation at the end of the month preceding the completion of probation.

- C. Permanent employees shall be evaluated formally at least once per year. The evaluation shall reflect overall performance throughout the entire year, as applicable.
- D. The evaluation form shall provide for the following:
  - 1. Notification of lack of performance and an explanation of what is expected.
  - 2. Such notice shall contain specification of the areas needing improvement.
  - 3. The employee shall be given an opportunity to read and sign the evaluation. Signing of the notice by the employee shall not necessarily be considered agreement with the evaluation, but rather an acknowledgment of receipt of the evaluation.
  - 4. The affected employee shall have the right to submit a written objection to the evaluation.
- E. In the event of a negative performance evaluation of the employee, the District shall send the Union a copy of the evaluation at the employee's request.
- F. The employee shall have the right to Union representation at any proceedings involving negative performance evaluation at the time scheduled by the supervisor. The employee shall be notified of the time at least three (3) working days in advance except for safety violations.

#### **ARTICLE 7: HOURS AND OVERTIME**

- A. Seven and one-half (7 ½) hours within not more than eight (8) hours or seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) consecutive hours shall constitute a day's work, depending on whether the employee is assigned a one-half (½) hour or one (1) hour lunch.

The District will provide unit members with an uninterrupted lunch break unless an emergency occurs that in the opinion of management requires an immediate response. In such cases the unit member will be allowed to resume a lunch break when the required work is completed.

A workweek shall consist of thirty-seven and one-half (37 ½) hours divided into five consecutive working days with two (2) consecutive days off. The general workweek shall be Monday through Friday, with the exception of current classifications on a different schedule.