



**SONORA UNION HIGH SCHOOL
DISTRICT**

CONFIDENTIAL EMPLOYEE

HANDBOOK

2009/2010

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PREAMBLE

The Board of Trustees recognizes that Confidential employees provide important support services to the management team. The employees in this class are designated "Confidential" in accordance with unit determination decisions and provisions of the EERA.

A Confidential employee is to put the goals and objectives of the District foremost when dealing with students, staff, and community members. The confidentiality and trust of these positions cannot be over-emphasized. These positions are vital to the smooth functioning of the District.

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BOARD RESOLUTION

CONFIDENTIAL EMPLOYEES

WHEREAS Confidential employees are agents of the Governing Board who stand ready to uphold the best interests of the school system and the children and community it serves, and

WHEREAS Confidential employees, who are excluded from bargaining with the employer, should have a separate body of policies specifically designed to fit their working conditions.

THEREFORE BE IT RESOLVED that the Governing Board hereby established Confidential employee positions for the purpose of fulfilling its legal responsibility.

CONFIDENTIAL EMPLOYEE POSITIONS:

- * Business Specialist I
- * Business Specialist II
- * Business Specialist III
- * High School Secretary
- * Administrative Assistant to the Superintendent

1. *Health and Welfare Benefits*

1.1 Tax Sheltered Annuities

Each Confidential employee of the District shall be given the opportunity of effecting a reduction in the salary paid to the Confidential employee through purchase of a District-approved tax-sheltered annuity.

1.2 Insurance

The District contribution for health, dental and vision insurance for Confidential employees and their dependents is \$8,656.40 annually (\$721.36 monthly) for each full-time employee as of July 1, 2007, any balance remaining from the benefit cap shall be reimbursed to the employee where applicable.

For purposes of determining District responsibility for premium payments for insurance, 1784 hours shall be used as a full-time equivalent. Employees hired prior to July 1, 1992, will receive credit based on 1400 hours. All Confidential employees working less than 1784 hours will have District provided health and dental insurance available on a pro-rated basis. Non-regularly scheduled hours worked in a given school year shall be used in calculating eligibility for health, dental and vision coverage for the next succeeding school year.

Effective July 1, 2007 and for the four years to follow, the District shall provide part-time employees in the Confidential unit with the flexibility to apply an additional 20% of the dental/vision cap annually toward the medical cap with the goal of having a single cap in place by the end of the 2011-2012 school year in the following manner:

- July 1, 2007 – 20%
- July 1, 2008 – 40%
- July 1, 2009 – 60%
- July 1, 2010 – 80%
- July 1, 2011 – 100%

Retired Confidential employees who are not eligible for early retirement benefits, may elect to continue on the District's health insurance plan contingent upon carrier approval. All retirees taking this option shall assume responsibility for premium cost.

Employees on leave without pay may continue their health benefits coverage at their own expense during the period of the leave.

1.3 Retirement Program

Employees will receive district paid support toward a health insurance program.

A retiree may purchase his/her own insurance and receive cash reimbursement for the premiums not to exceed the amount of the cap. Proof of insurance is to be provided to the District by September 1st annually in order to continue to receive the cap. If the retiree chooses to drop their other coverage, this benefit will immediately end.

If a retiree is covered by another policy he/she may elect to receive 50% of the cap in cash. Proof of insurance is to be provided to the District upon retirement.

The retirement benefit allowance will be paid from the time the employee retires until the retiree reaches age 65, becomes eligible for Medicare or receives benefits for a maximum of 8 years, whichever comes first. These benefits may be pro-rated in order to extend the years of coverage not to exceed the maximum dollar amount provided for in Section 1.2.

If retiree's death precedes his/her spouse/dependents, the retirement benefit will be provided his/her spouse/dependents for the duration of the Retirement Agreement in place at the time of death, or until spouse/dependents reaches age 65 or becomes eligible for Medicare, whichever comes first. Should the retiree's death, or the death of an employee otherwise eligible to retire, precede that of his/her dependents (spouse or registered domestic partner and children defined as "eligible for coverage" by the current health insurance carrier), the retirement benefit provided to those eligible dependents will continue for the remainder of that member's eligibility period, unless one of the following occurs first:

- a) The spouse or registered domestic partner reaches age 65, becomes eligible for Medicare or,
 - b) In the event that the Confidential employee has no spouse/registered domestic partner at the time of his/her death, until the youngest dependent child loses eligibility.
1. Full-time Confidential employees who meet the criteria stated below are eligible to receive vision, dental and medical insurance up to the maximum District contribution (CAP). Confidential employees who work less than full-time, but otherwise fulfill all criteria stated below, will receive a pro-rata share of the early retirement benefit. As defined in section 1.2 of this handbook.
 2. Dependent coverage will be available subject to the rules of the coverage provider.
 3. Changing plans will be subject to the rules of the coverage provider.

4. Once the retiree is eligible for Medicare, the retiree may continue the selected supplemental health plans directly through the District's insurance provider.

Criteria shall be as follows:

Employees must have provided 15 years continuous years of service to the district prior to retirement.

Employees must be an active employee at the time of retirement and must file for retirement benefits with PERS.

Employee must be 55 years of age, and begin retirement before the employee's 63rd birthday.

Notice must be given to the district of the employee's intention to retire at least two months prior to the last day of work.

Nothing in this section shall prohibit the District from granting early retirement incentives with any Confidential employee whose situation does not fall within these provisions.

1.4 Tuberculosis Skin Patch Tests

The tuberculosis check and/or physical required for initial employment shall be at the expense of the District. The cost of subsequent examinations required by the District shall be the financial responsibility of the District.

2. *Leave Policies*

2.1 Sick Leave

A Confidential employee shall be granted twelve (12) days of leave of absence for illness, quarantine, or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. A Confidential employee who is employed for less than a full fiscal year of service is entitled to one day a month leave of absence for illness, quarantine, or injury. Example: 12 month employee gets 12 days, 10 month employee gets 10 days.

Any sick leave not used in any year under this section shall be accumulated from year to year.

Upon termination, any days taken in excess of sick leave benefits (including the 5 month extended sick leave benefits) shall require the Confidential employee's

salary to be adjusted, or with the permission of the District, the Confidential employee may use any accumulated vacation time. There will be no cash reimbursement for unused accumulated sick leave.

A Confidential employee shall contact his/her supervisor as soon as the need to be absent is known.

Certification from a physician may be required when an illness exceeds five (5) consecutive work days. In the event of suspected abuse of sick leave, the District may request a doctor's verification at any time.

All personnel joining this District will be authorized to transfer accumulated sick leave credit from the previously employing public school agency if prior service was for twelve months or more. Employment must have been accepted within one (1) year of his/her termination from the other district or public school agency.

2.2 Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the Confidential employee's regular rate not to exceed three (3) days or five (5) days if out-of-state travel or 300 miles round trip travel is required, on account of the death of any member of the immediate family of a Confidential employee. Members of the immediate family is interpreted as husband, wife, registered domestic partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, step-parent, step-child, step-brother, step-sister, foster parent, foster child, or any person living in the immediate household of the employee.

Bereavement leave does not affect accumulated sick leave. Bereavement leave is not cumulative.

2.3 Jury Duty

Confidential employees shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee his/her regular rate of pay subject to the forfeiture of jury duty allowance excluding meals, mileage, and/or parking allowance. Confidential employees are required to return to work during any day or portion thereof in which jury duty services are not required.

2.4 Military Leave

Confidential employees shall be granted any military leave to which they are entitled under law. Employees shall be required to request military leaves in writing and, upon request, to supply the District with "orders" and status reports.

2.5 Absence Due to Quarantine

When a Confidential employee is quarantined by City or County Health Departments because of another's illness, he/she will be granted full salary payment under these conditions when certification by a doctor or public health official is provided to the Business Office.

2.6 Industrial Accident and Illness Leave

A Confidential employee shall be entitled to an industrial accident illness leave of absence, not to exceed sixty (60) working days in any one fiscal year for the same accident.

A Confidential employee absent from his/her duties as a result of an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary.

The District shall issue the employee's salary and shall deduct normal deductions excluding retirement on the workers' compensation portion.

Upon termination of the industrial accident or illness leave, a Confidential employee shall be entitled to the sick leave benefits provided under Sick Leave and for this purpose, his/her absence shall be deemed to have commenced on the date of termination of the Industrial Accident Leave. It shall be noted, however, that the five-month period for extended illness begins on the first date of absence for industrial accident or illness leave.

Provided the Confidential employee continues to receive temporary disability indemnity, after 60 working days, he/she is entitled to take only as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

A Confidential employee receiving the benefits of such leave shall, during the periods of injury or illness, remain within the State of California unless otherwise authorized by the Governing Board.

In the case of Confidential employees, when all available leaves of absence, paid or unpaid, have been exhausted, and if the Confidential employee is not medically

able to assume the duties of his/her position, he/she, if not placed in another position shall be terminated and placed on a re-employment list for a period of 39 months, and shall be employed in a vacant position in the class of his/her previous assignment, over all other available candidates if he/she meets necessary qualifications of the job, except for a re-employment list established because of lack of work or funds in which he/she shall be listed in accordance with seniority regulations. A Confidential employee who has been placed on a re-employment list, as provided herein, and who has notified the District of a medical release for return to duty, and who fails to accept an appropriate assignment, shall be removed from the re-employment list. It shall be the responsibility of the Confidential employee to consult with the Superintendent's Office on a regular basis for possible job openings.

2.7 Personal Necessity Leave

Up to seven (7) days of sick leave as provided under Sick Leave (2.1) may be used by the Confidential employee, at his/her election for personal necessity. Personal Necessity shall be defined as a serious event or combination of circumstances resulting in a pressing need for action by a Confidential employee during working hours, and shall include the following:

- < Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
- < An accident involving the employee=s person or property or the person or property of a member of the employee=s immediate family (Education Code 44981, 45207)
- < A serious illness of a member of the employee=s immediate family (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
- < Required court appearance of an employee
- < Fire, flood, or other immediate danger to the home of the employee
- < Personal business of a serious nature which the employee cannot disregard. Up to sixteen hours may be used for Personal Business.

The Confidential employee shall be required to notify the District in advance that he/she will be absent from duty, or as soon as possible.

Immediate family is interpreted as husband, wife, registered domestic partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, step-parent, step-child, step-brother, step-sister, foster parent, foster child, or any person living in the immediate household of the employee. In cases of extenuating circumstances, additional personal necessity days will be extended by

the Superintendent or designee.

2.8 Discretionary Days

Up to two (2) days discretionary leave per year may be taken. Such leave is to be deducted from employee sick leave.

2.9 Paternity and Adoptive Parent Leave

One (1) day's leave, without loss of salary, will be granted out of sick leave to Confidential employees when the birth or adoption of a child necessitates the Confidential employee being absent from his/her school assignment. The leave may be taken before, during or within a reasonably immediate period following the child's birth; or, in the case of adoptive parenthood, the arrival of the child in the home.

2.10 Extended Illness Leave

A permanent Confidential employee shall be entitled to extended illness leave after accumulated sick leave, vacation, and comp time have been exhausted, for a period not to exceed five (5) months (whether or not the absence arises out of or in the course of employment). The 5-month period shall begin on the first day of absence. In the event a Confidential employee utilized his/her allotment of fully paid sick leave, he/she shall receive the difference between his/her salary and the amount actually paid to a substitute for an extended illness (Education Code 45196).

If the Confidential employee's leave continues for more than six (6) weeks, the Confidential employee's physician may be required to present a medical explanation for the extended leave on a form provided by the District. If the explanation is questionable in the opinion of the District, the District, at its expense, may require a second physical examination of the Confidential employee by a physician other than an associate of the original certifying physician whether or not he/she continues to be eligible for leave. In the event of conflicting medical opinions, employee may seek a third opinion. The expense of the third opinion will be shared equally between the District and the employee. The doctor providing the third opinion must not be an associate of either of the other doctors. Two out of three opinions will be controlling.

A medical release may be required of a Confidential employee on extended illness leave by the District prior to being permitted to return to work.

2.11 Catastrophic Illness Leave

Confidential employees may participate in the Catastrophic Leave program as detailed in Board Policy 4261.9

3. *Evaluation*

3.1 Procedures

The evaluation and recommendation of the Confidential employee is the responsibility of his/her supervisor.

Every Confidential employee will be evaluated in writing on a standard evaluation form provided by the District Office.

Probationary Confidential members will be evaluated no later than the eleventh (11th) month during their probationary period. Recommendation for permanency will be made on the basis of that evaluation.

All other Confidential employees will have a formal evaluation every year no later than June 30. Any evaluation shall include recommendations for any necessary improvements and provisions for assisting the employee in implementing any recommendations made.

A supplement to the evaluation may be submitted in cases where recommendations or problem areas have arisen.

The following procedures shall be utilized in giving a Notice of Unsatisfactory Work to a Confidential employee:

Such notice shall state the date, incident or incidents showing cause and must be signed by the Confidential employee and immediate supervisor, or witnesses as to the refusal of the Confidential employee to sign the notice. The notice shall become a part of the Confidential employee's personnel file and a copy shall be forwarded to the Superintendent's Office.

4. *Discipline*

Reasonable disciplinary action as contained in this article may be imposed for just cause only.

Except in extreme cases, the District shall utilize a "progressive discipline" procedure which shall include one or more of the following responses: 1) oral warning(s), 2) conferences with written memorandum of summary, 3) reprimand(s) in written form with the member of the Confidential Team having the right to respond in writing and have such response attached to the original reprimand, and 4) suspension with or without pay.

5. *Salary Placement Advancement and Adjustment*

5.1 Salary Schedule Placement

The salary schedule is uniform for all Confidential employees. Salary ranges for all classes of positions are established by the District. Entering salaries are always on the first step of the salary range, except when credit for prior experience is granted.

After the employee has successfully completed a twelve (12) month probationary period, they will advance to the next step of the salary schedule.

- A. Advanced placement, on the salary schedule, based on experience will be limited to Step 2.
- B. Once an employee has successfully completed a probationary period and advanced on the salary schedule, the Confidential employee hired prior to July 1, 1997, shall be advanced annually on July 1 to the next highest step on the salary schedule that will result in an increase. Employees hired after July 1, 1997, shall advance annually on their anniversary date to the next highest step on the salary schedule that will result in an increase. An employee may not advance more than two (2) steps in a twelve (12) month period in the same classification.
- C. If a Confidential employee is unsuccessful at a new classification and if he/she is reassigned to another position in the same or lower classification than the one held previously, he/she shall retain his/her salary classification at the time before he/she was selected for advancement regardless whether his/her reassignment is equal or of lower salary.

5.2 Professional Growth

A self-improvement growth increment may be earned by accruing a minimum of three (3) units with no more than nine (9) units to be accumulated in a four (4) year period. Fifteen (15) hours equals one (1) unit. Each unit earned will increase the monthly salary at the current per unit rate as specified on the salary schedule. The professional growth step will become effective on July 1, follow-

ing the completion of the pre-approved course. Accrual may result through successfully completing college or adult education classes, attendance at institute lectures, workshops, seminars, conferences or county-offered classes, or by holding an elective office in a related professional organization. Promotional classes and/or experiences to ready the employee for advancement are included. Pre-approval by the Superintendent, or designee, is required.

5.3 Pay Period

A pay period consists of one (1) full month, including holidays and vacations. Payment will be made on the last working day of the month of the County Superintendent of Schools Office.

5.4 Mileage

Any employee required and directed to use his/her vehicle on District business shall be reimbursed at the IRS Allowable Rate per mile as of July 1 for all miles driven. The employee will receive his/her mileage reimbursement separately from his/her payroll warrant.

5.5 Reclassification

A Confidential employee may request a review of his/her position if significant changes have occurred that require a greater level of expertise and competency in their assignment. Written documentation supporting reasons for the review will be developed and signed by the employee and presented to the immediate supervisor no later than February 1 of each year.

The supervisor attaches an opinion memorandum based on criteria noted above and forwards the opinion and the employee's request to the Superintendent.

The Superintendent forms a four-member committee – two confidential staff and two non-unit members appointed by the Superintendent.

The committee meets with the employee and his/her supervisor to review the request. The findings and recommendation of the committee will be submitted to the Superintendent. The committee's recommendation shall be supported by no less than a three to one vote of the committee members.

6. Working Conditions

6.1 Work Year

The work year for full-time Confidential employees is 260 days. In those school calendar years when work days exceed 260 days, those days in excess of 260 will be considered paid 'furlough days' to be used at the discretion of the Confidential Employee. Furlough days 1) do not convert to paid sick leave, vacation, or comp time, 2) cannot be carried over to the following school year, and 3) are not paid in lieu of time off. The Confidential employee will secure advance approval for a furlough day from his/her supervisor or designee.

6.2 Work Week

The District shall establish the Confidential employee work week as being 40 hours of work served over a seven (7) day period. The Board shall designate the normal work week as being eight (8) hours per day, Monday through Friday. In exceptional circumstances, the District may assign employees to nonconsecutive work days at any time during the seven (7) day period when necessary.

6.3 Work Day

The length of the work day, exclusive of the lunch period, shall be established by the District relative to the needs of the District.

The lunch period shall be established with the approval of the supervisor and shall not be less than thirty (30), nor more than sixty (60) minutes, when the work period is at least five (5) hours.

An opportunity shall be provided for a fifteen (15) minute break during a work block of at least four (4) hours.

6.4 Salary Deductions for Absence

Employees absent from work without authorization shall incur loss of pay for that period of time and shall be subject to disciplinary action.

6.5 Overtime

A Confidential employee can only be compensated for overtime when it is authorized in advance by the District. Overtime will be compensated on a time and one-half basis for any time required to be worked in excess of eight hours in any one day or in excess of 40 hours in any calendar week.

Payment for overtime may be taken in the form of compensatory time off at the discretion of the employee and approval of the supervisor. Scheduling this compensatory time off is subject to the prior approval of the immediate supervisor.

Any Confidential employee requested by the District to return to work during off-duty hours shall be compensated for at least two (2) hours of work regardless of actual hours of required work. Call back time shall begin at the time the employee leaves his/her home until the time he/she returns home in lieu of mileage claims. When Confidential employees are required to work on paid holidays, they shall be paid or given compensatory time off for such work in addition to the regular pay received for holiday, at the rate of time and one-half the regular rate of pay.

If compensatory time is elected, it must be taken at approved times, but not later than twelve (12) calendar months from when it was earned. If a Confidential employee is unable to take such compensatory time at the end of said twelve (12) months, then he/she shall be paid for all hours still outstanding.

6.6 Part-time Confidential Employees

As required to meet District needs, part-time Confidential employees shall make themselves available for additional work hours when requested by their supervisor whenever possible.

Any additional hours worked by the part-time Confidential employee must be authorized in advance by the District and be compensated on the basis of the regular hourly rate or compensatory time off. Scheduling of this compensatory time must have prior approval by the District.

6.7 Longevity

Longevity increments are earned on the anniversary date of the employee and paid on a pro-rata basis. See current salary schedule for longevity increments.

The payments are based on full-time continuous employment with the District.

7. Vacation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the schedule listed at the end of this section.

7.3 Vacation Carry-over

If for any reason an employee is not able to take all or any part of his/her annual vacation, at the option of the District, the amount accumulated shall not exceed five (5) days (40 hours) and will be taken no later than the end of the following

fiscal year or be paid for in cash. Any vacation to be carried over must be approved by the Superintendent or designee in advance.

7.4 Vacation Pay Upon Termination

When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

7.5 Interruption of Vacation

An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination to the District.

7.6 Holidays During Vacation

An employee shall be granted an additional day's vacation and pay for each holiday falling within that period of his/her scheduled vacation.

7.7 Vacation Scheduling

Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. The District retains control of the schedule. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

Vacation Schedule For Confidential Employees

Each Confidential employee of the District, hired prior to July 1, 1991, shall earn vacation benefits at the regular rate of pay earned at the time the vacation is commenced or paid off as follows:

After 1 through 3 years of consecutive service, Confidential employees will be entitled to a maximum of eleven (11) working days of paid vacation per year (based on 0.04231 hours of vacation per hour in paid status, not including overtime).

4 through 9 years of consecutive service, Confidential employees will be entitled to a maximum of 17 working days of paid vacation per year (based on 0.06539 hours of vacation per hour in paid status, not including overtime).

10 or more years of consecutive service, Confidential employees will be entitled to a maximum of 23 working days of paid vacation per year (based on 0.08846 hours of vacation per hour in paid status, not including overtime).

Vacation with pay benefits shall be provided on a pro-rata basis for employees classified as less than full-time.

Each Confidential employee of the District, hired after July 1, 1991, shall earn vacation benefits at the regular rate of pay earned at the time the vacation is commenced or paid off as follows:

After 1 through 3 years of consecutive service, Confidential employees will be entitled to a maximum of twelve (12) working days of paid vacation per year (based on 0.046154 hours of vacation per hour in paid status, not including overtime).

At the beginning of year 4 of consecutive service, Confidential employees will be entitled to a maximum of 15 working days of paid vacation per year (based on 0.0577 hours of vacation per hour in paid status, not including overtime).

At the beginning of 10 years of consecutive service, Confidential employees will be entitled to a maximum of 20 working days of paid vacation per year (based on 0.0769 hours of vacation per hour in paid status, not including overtime).

Vacation with pay benefits shall be provided on a pro-rata basis for employees classified as less than full-time.

8. Holidays

8.1 Scheduled Holidays

The District agrees to provide all Confidential employees with the following paid holidays:

- * Independence Day - July 4
- * Labor Day - First Monday in September
- * Veteran's Day - November 11
- * Wednesday before Thanksgiving
- * Thanksgiving Day - the Thursday proclaimed by the President.
- * Friday after Thanksgiving
- * Christmas Eve - December 24
- * Christmas Day - December 25
- * New Year's Eve - December 31
- * New Year's Day - January 1
- * Martin Luther King Day - as determined by the Board
- * Lincoln's Birthday Day - as determined by Board calendar
- * President's Day - as determined by Board calendar
- * Memorial Day - Last Monday in May
- * One Floating Holiday (in lieu of Friday before Easter Sunday)

8.2 Additional Holidays

Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 37221, 37222, or 1318 or their successors that results in a non-student day, shall be a paid holiday for all Confidential employees.

8.3 Holidays on Saturday or Sunday

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. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this article.

8.4 Holiday Eligibility

During an employee's annual work calendar, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday, except as otherwise provided in this Article.

9. *Complaints Regarding Confidential Personnel*

The Board of Education recognizes the need of proper procedures and channels for complaints regarding district personnel on which action is requested. The Board does understand the importance for timely and proper communication with procedures to hear complaints. Such complaints will be addressed in accordance with *Board Policy/Administrative Regulation 1312.1 Community Relations: Complaints Concerning District Employees.*