

**SAN LORENZO
UNIFIED SCHOOL DISTRICT
BOARD POLICY**

CLASSIFIED STAFF

**BP 4300.1 (a)
Former BP No. 427**

CONFIDENTIAL EMPLOYEES

- I. Introduction. Confidential Employees (herein "employees") are concerned not only about their professional duties, but also about their relationship to the District. A listing of those positions designated as confidential positions may be found in Appendix A. This Document comprises the personnel policies to be followed for these employees.
- II. Evaluation Procedures.
- A. Evaluation of employees shall be based upon the individual's job description and overall performance in the position held.
 - B. An employee shall be evaluated by his/her immediate supervisor as designated by the District.
 - C. Frequency of formal evaluation:
 - 1. Probationary employees shall be evaluated at the end of the second and fifth months of service.
 - 2. Permanent employees shall be evaluated annually (no later than June 30)
 - 3. Employees are subject to additional evaluations at the discretion of the evaluator.
 - D. When a permanent employee receives written suggestions for improvement, the written suggestions shall, where appropriate, include an offer of assistance and specific recommendations for improvement.
 - E. Evaluations shall be made on forms provided by the personnel Department. The evaluator shall present the report to the employee and discuss it with him/her. The form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. A copy shall be filed in the employee's personnel file in the office of the Assistant Superintendent-Personnel.
 - F. An employee who is not satisfied with his/her evaluation may write a rebuttal which shall become a part of his/her personnel file.

- G. Materials of derogatory nature shall not be placed in the employee's personnel file without first notifying the employee that such material is to be placed in the file, and giving the employee an opportunity to respond in writing, within 10 days, and have such written response attached to the material.

III. Legal Rights.

- A. The Board of Education shall uphold and safeguard the legal rights of employees while in the performance of their duties.
- B. Confidential Employees have the right to defend themselves and the safety of others in cases of aggravated assault by students and/or adults consistent with the provisions of the Education Code § 44807.
- C. Damage or Destruction of Property
 - 1. Confidential Employees shall not be held responsible for loss of District property or students' property when such loss is not caused by their negligence.
 - 2. While on official duty, Confidential Employees shall be reimbursed up to \$500.00 for each incident when such loss, damage, or destruction of personal property results from force of violence or vandalism. In the case of such damage to an automobile, when the automobile is insured, the deductible cost up to \$500.00 will be reimbursed; in the absence of auto insurance coverage, reimbursement for the damage shall not exceed \$500.
 - 3. Request for reimbursement for loss of items beyond the limits provided in 2. above, may be directed to the superintendent for further consideration.

IV. Posting for Vacancy.

All postings shall be in accordance with the Rules and Regulations of the Merit System.

V Confidential Employee Job Descriptions.

Confidential Employee job descriptions shall be current and reflect applicable duties and responsibilities. Descriptions shall include qualifications for the positions, included but not limited to minimum requirements.

VI. Personnel File Contents and Inspections.

As provided in Education Code Section 4431, materials in files of employees shall be made available for inspection by the employee. Notice of any materials of a derogatory nature and an opportunity to review and comment shall be provided. Personnel files of Confidential Employees shall be maintained in the Personnel Office. Except for public record portions of such files, personnel files shall be treated as confidential and disclosed only to the Superintendent or designee, Personnel Office staff, and other persons with the approval of the Superintendent or designee.

VII. Problem Solving Procedure.

Open and convenient channels of communication shall be provided in seeking resolutions to problems and complaints. Every reasonable effort shall be made to hear and resolve problems administratively at the level closest to the point where the problem originates. A problem not resolved on one level shall be heard by the person next in line of responsibility. If resolution is not achieved at other levels, a problem may be referred to the Superintendent, who will make a final determination.

VIII. Transfers.

All transfers will be completed in accordance with the Personnel Commission Rules and Regulations for the Classified Service.

VI. LeavesA. Sick Leave.

1. A full-time employee employed, twelve (12) months a year shall be granted fourteen (14) days of sick leave with full pay to be used for illness or injury.
2. A full-time employee, who is employed for less than twelve (12) months per year is entitled to that proportion of fourteen (14) days of sick leave as the number of months he/she is employed bears to twelve (12).
3. A full-time employees employed shall be entitled to that proportion of fourteen (14) days sick leave as the number of hours he/she is employed per week bears to the hours of a full-time position. When such persons are employed for less than twelve (12) months per year, this and the preceding paragraph shall determine that proportion of sick leave to which they are entitled.
4. 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 of illness.

5. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year subject to reimbursement to the District if the employee leaves District service. However, a newly hired employee shall not be eligible to take more than seven (7) days or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six months of active service with the District.
6. If any 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.
7. The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20963 or its successor if the employee is filing a request for retirement.

B. Entitlement to Other Sick Leave.

When an employee is absent from his/her duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any months in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill his/her position during his/her absence.

C. Industrial Accident and Illness Leave.

Industrial Accident and Illness Leave for Confidential Employees will be the same as the Industrial Accident and Illness Leave for Management Team members described in Board Policy 4300. See "Industrial Accident and Illness Leave" in Board Policy 4300 for further details.

D. Bereavement Leave.

Bereavement Leave for Confidential Employees will be the same as the Bereavement Leave for Management Team members described in Board Policy 4300. See "Bereavement Leave" in Board Policy 4300 for further details.

E. Personal Necessity Leave.

Personal Necessity Leave for Confidential Employees will be the same as the Personal Necessity Leave for Management Team members described in Board Policy 4300. See "Personal Necessity Leave" in Board Policy 4300 for further details.

F. Military Leave.

An employee shall be entitled to any military leave as provided by law and shall retain all rights and privileges granted by the law arising out of the exercise of military leave.

G. Additional Leave for Non-Industrial Accident or Illness.

A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory time, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months, in accordance with Education Code Section 45195. The Board may renew the leave of absence, paid or unpaid, for two additional six-months periods or such lesser leave periods as it may provide, but not to exceed a total of eighteen (18) months.

H. Jury Duty.

Leave for jury duty or other required court appearances for Confidential Employees will be the same as such leave for Management Team members described in Board Policy 4300. See "Leave for Jury Duty and Court Appearance" in Board Policy 4300 for further details.

I. Other Unpaid Leave.

1. A leave of absence without pay may be granted to any employee upon written request, the recommendation of the immediate supervisor and approval of Board of Education for any period not exceeding six (6) months.
2. The Board of Education may authorize an extension of such leave, not to exceed six (6) months, upon written request of the employee and with the recommendation of the immediate supervisor.

J. Return from Leave.

1. Upon return to duty following any leave, the employee shall obtain the absence certificate, fill it out in detail, sign it, obtain the signature of his/her immediate supervisor, and submit the certificate to the payroll office.
2. A physician's certification may be required for absence due to illness, accident, or quarantine that consists of four (4) or more consecutive days.

K. Family Care and Medical Leave

Family Care and Medical Leave for Confidential Employees, will be the same as the Family Care and Medical Leave for Management Team members described in Board Policy 4300. See “Family Care and Medical Leave” in Board Policy 4300 for further details.

L. Maternity Leave

Maternity Leave for Confidential Employees, including Pregnancy Disability Leave for employees temporarily disabled on account of pregnancy, childbirth, or related medical conditions, will be the same as the Maternity Leave for Management Team members described in Board Policy 4300. See “Maternity Leave” in Board Policy 4300 for further details.

M. Notification of Absence.

An employee shall give his/her immediate supervisor adequate and timely notice of any absence from work.

N. Catastrophic Leave Bank

Confidential Employees may participate in the Catastrophic Leave Bank for Management Team members described in Board Policy 4300. See “Catastrophic Leave Bank” in Board Policy 4300 for further details.

VII. Work Year/Vacations.

A. Employees are assigned to a twelve-month duty year. The amount of vacation days earned each year depends on an employee length of service with the District. All vacation days are paid at an employee’s regular rate of pay at the time the vacation is commenced. The number of vacation days earned during the duty year is based upon the following schedule:

Upon completion of 1 st through 4 th year of service	10 days
Beginning 5 th through completion of 10 th year of service	15 days
Beginning 11 th year through completion of 20 th year of service	20 days
Beginning 21 st year of service and thereafter	25 days

For employees who work part-time or less than a twelve (12) month duty year, the number of vacation days earned during the duty year based upon the above schedule shall be prorated accordingly.

- B. Employees may carry over a maximum of twenty-five (25) days of unused earned and accumulated vacation to the following year. The carryover days are not cumulative, but are the total remaining balance so that there are never more than twenty-five (25) days of accumulated vacation on the books for any employee. Earned vacation means vacation that is earned during the current year. Accumulated vacation means any unused vacation days from prior years and any unused earned vacation remaining at the end of the current year. Upon separation from employment, employees are entitled to a lump-sum compensation for any remaining unused earned and accumulated vacation, not to exceed a total of twenty-five (25) days.
- C. Vacation requests shall be submitted to the employee's immediate supervisor. The scheduling of vacations is subject to approval by the employee's immediate supervisor and the Chief Personnel Officer.

VIII. Holidays.

- A. Employees are entitled to the following holidays which occur during their normal work year schedule, provided they are in a paid status during the working day immediately preceding or succeeding the holiday. This shall include:

New Years' Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Day After Thanksgiving
Washington's Birthday	Day Before or After Christmas
* Monday or Friday of Spring Recess	Christmas Day
Memorial Day	Labor Day
Independence Day	
One additional holiday specified by Board of Education)	
- B. Employees shall be granted two personal holiday (floating) per school year (non-cumulative), consistent with departmental scheduling, with two weeks prior approval of the immediate supervisor and the Chief Personnel Officer.
- C. * When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.
- D. The provisions of this article shall apply to holidays declared by the President of the United States, the Governor of the State of California or the Board of Education of the San Lorenzo Unified School District.
- E. During fiscal years in which leap year occurs, there shall be one (1) additional holiday for all 12-month employees with 2 weeks prior approval of the immediate supervisor.

IX. Compensation.

- A. It is the intent of the San Lorenzo Unified School District to provide an equitable and competitive compensation program for the District's employees. A competitive compensation plan is essential to the attraction and retention of the most qualified confidential staff possible for the operation of the District's schools and offices. Confidential employees are a part of the San Lorenzo Management Team and are represented in the Management meet and confer process.
- B. Appendix A provides the salary schedule and policies to be followed for confidential employees.

X. Overtime and Holiday Pay or Compensatory Time.

Employees may be required to work beyond the regular work day or work week. Hours worked beyond the regular work day or workweek shall be compensated in cash or compensatory time at one and one-half times the regular rate of pay. Hours worked on Sundays shall be compensated at double the regular rate of pay. Hours worked on holidays shall be compensated at two and one-half times the regular rate of pay. Prior approval for work beyond the regular work day, or on Saturdays, Sundays or holidays, must be granted by the employee's immediate supervisor. Different overtime/compensatory time rules may apply if the District adopts a four-consecutive-day workweek or a 9.375, 75-hour-per-2-week work schedule. These rules will be administered consistent with Education Code §45127-45133.

XI. Employee Travel.

An employee who is directed to use his/her automobile to travel because of his/her assignment, shall be reimbursed for all such travel at the current IRS rate. This reimbursement is for that travel which occurs between the employee's first work location at the beginning of the employee's work day and the employee's last work location at the end of the work day.

XII. Professional Improvement.

- A. Employees are encouraged to develop increased competence beyond that which they may gain through the performance of their assigned duties.
- B. In-service opportunities, such as attending conference, visiting other schools and participating in workshops shall be provided within resources available.
- C. It is also expected that improved competence shall be sought through further study and participation in activities of professional organizations.

XIII. Health and Welfare Benefits.

Health and Welfare Benefits for Confidential Employees will be the same as the Health and Welfare Benefits for Management Team members described in Board Policy 4300. See “Health and Welfare Benefits” in Board Policy 4300 for further details.

XIV. Domestic Partner Coverage

Domestic Partner Coverage for Confidential Employees will be the same as the Domestic Partner Coverage for Management Team members described in Board Policy 4300. See “Domestic Partner Coverage,” “Registration of Domestic Partnership,” “Termination of Domestic Partnership,” and “Application and Terms” in Board Policy 4300 for further details.

XV. Early Retirement Program for Retirees.

The Early Retirement Program for Confidential Employees will be the same as the Early Retirement Program for Management Team members described in Board Policy 4300. See “Early Retirement Program” in Board Policy 4300 for further details.

XVI. Policy Modification Due to Emergency

In the case of a District emergency, the Board of Education reserves the right to modify any provisions of this policy so long as any such change is consistent with State and/or Federal laws and regulations.

SAN LORENZO UNIFIED SCHOOL DISTRICT
2001-2002 CONFIDENTIAL SALARY SCHEDULE

APPENDIX A

1. Employees serving in confidential positions shall be compensated in accordance with the salary schedule rates and regulations presented below. EFFECTIVE JANUARY 1, 2002

STEP	E	F	G	H	I	J
1	-	23,581	26,761	29,943	33,124	36,305
2	-	25,170	28,353	31,534	34,716	37,896
3	-	26,761	29,943	33,124	36,305	39,486
4	-	28,353	31,534	34,716	37,896	41,078
5	-	29,943	33,124	36,305	39,486	42,666
6	-	31,534	34,716	37,896	41,078	44,258
7	29,943	33,124	36,305	39,486	42,666	45,848
8	31,534	34,716	37,896	41,078	44,258	47,441
9	33,124	36,305	39,486	42,666	45,848	49,030
37	76,403	79,586	82,766	85,948	89,127	92,310

2. Position Range and Work-Year Placements. Personnel shall be placed on the confidential salary schedule based upon position level and experience. Salary range, duty days and work-year adjustment factor by position are as follows:

Job Title	Range	Duty Days	Work Year Factor
Secretary to the Superintendent (Conf)	9	12 mos.	1.11
Certificated Personnel Assistant (Conf)	8	12 mos.	1.11
Classified Personnel Assistant (Conf)	8	12 mos.	1.11
Administrative Secretary II (Conf)	7	12 mos.	1.11
Administrative Secretary I (Conf)	6	12 mos.	1.11
Secretary II (Conf)	4	12 mos.	1.11
Secretary I (Conf)	3	12 mos.	1.11
Clerk-Typist II (Conf)	1	12 mos.	1.11

To obtain annual salary, multiply the appropriate range and step amount in the salary rate table by the work-year factor in the table above.

3. Placement on Confidential Schedule

- a. Placement on a new salary range resulting from promotion shall be made by advancing the staff member to the step that will provide a daily rate increase and a minimum of 5% per year more than the staff member would have received in his/her previous position classification. In no instance, however, shall the salary received exceed the schedule range maximum for the position.
- b. Initial minimum placement for confidential employees will be Column F of the appropriate range.

4. Advancement On The Schedule. Confidential personnel shall advance on this schedule in accordance with the Merit System Regulations, subject to modifications approved by the Board of Education in accordance with the provisions of Education Code Sections 45160, 45162, 45241 and 45268.

5. Longevity Increment. After 10 years of service in the District, confidential staff shall be entitled to one anniversary increment amount of 2% of Range 37, Step J. After 15 years of service in the District, confidential staff shall be entitled to an anniversary increment in the amount of 3% of Range 37, Step J. After 20 years of service in the District, confidential staff shall be entitled to an anniversary increment in the amount of 4% of Range 37, Step J. After 25 years of service in the District, the longevity increment will be increased from 4% of Range 37, Step J to 6% of Range 37, Step J.

6. Duty Days. The Superintendent shall establish annually the basic work year for confidential employees. All other required duty days must be worked on days that the District Offices are open. The Superintendent may make exceptions to the required duty day schedule.

SAN LORENZO UNIFIED SCHOOL DISTRICT
PAYROLL DEPARTMENT

APPENDIX B

TO: **S.L.M.A. and Conf. Unit Members**
FROM: Tracy Weber Leyba
SUBJECT: 2004 Health Plan Rates

	Monthly Rates	Employee Contribution	District Contribution
PACIFICARE POS			
Employee Only-no dep	406.88	101.68	305.20
Employee Only w/dep	406.88	127.95	278.93
Employee + 1	856.98	312.97	544.01
Employee + 2 more	1,159.36	472.55	686.81
PACIFICARE HMO (High)			
Employee Only-no dep	310.27	68.18	242.09
Employee Only w/dep	310.27	100.21	210.06
Employee + 1	654.20	240.31	413.89
Employee + 2 more	882.70	323.82	558.88
PACIFICARE HMO (Low)			
Employee Only –no dep	282.61	54.35	228.26
Employee Only w/dep	282.61	86.38	196.23
Employee + 1	595.89	211.15	384.74
Employee + 2 more	804.02	284.48	519.54
KAISER (High)			
Employee Only-no dep	311.04	56.70	254.34
Employee Only w/dep	311.04	101.36	209.68
Employee + 1	622.08	226.65	395.43
Employee + 2 more	880.25	337.76	542.49
KAISER (Low)			
Employee Only-no dep	294.25	48.30	245.95
Employee Only w/dep	294.25	92.96	201.29
Employee + 1	588.50	209.86	378.64
Employee + 2 more	832.72	314.00	518.72
Dental			
Employee Only-no dep	78.35	.77	77.58
Employee with dep	78.35	26.73	51.62
VISION			
Employee Only-no dep	26.32	0.00	26.32
Employee with dep	26.32	5.39	20.93

If you have coverage from another source you can receive \$196.23 (the District portion for the least expensive plan). You will receive an additional \$100 for not covering dependents.

PART-TIME IS PRORATED

slmarate

1-04

dental chg. 10-1-03

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