

AGREEMENT BETWEEN THE

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION
(SUPERINTENDENT OF SCHOOLS)

AND THE

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
and SIERRA COUNTY OFFICE OF EDUCATION
CONFIDENTIAL EMPLOYEES
(UNREPRESENTED)

EFFECTIVE DATES: July 2013-June 2015

Extended July 2015-June 2018

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ARTICLE 1 **INTRODUCTION**

1.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”), of the State of California.

1.2 Parties to the Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Sierra-Plumas Joint Unified School District (“District”), the Sierra County Office of Education (“County”), and the Sierra-Plumas Joint Unified School District and Sierra County Office of Education Confidential Employees.

The term “Employer” shall refer to the Sierra-Plumas Joint Unified School District or Sierra County Office of Education, whichever is applicable.

1.3 It is understood and agreed by the Employer and the Confidential Employees that the articles contained within this Agreement shall not be deemed to supersede other provisions of the Education Code, Board Policies, or other rules and regulations as long as the above do not conflict with the negotiated Agreement.

ARTICLE 2

RECOGNITION

2.1 The Superintendent of the Sierra County Office of Education and the Sierra-Plumas Joint Unified School District Governing Board confirm its recognition of the Sierra-Plumas Joint Unified and Sierra County Office of Education Confidential Employees as the exclusive bargaining agent for the purpose of meeting and negotiating proposals which are authorized under provisions of the law.

2.2 The following positions are included in the unit:

- School Secretary *
- Personnel Technician
- Business Manager
- Account Technician III*
- Administrative Assistant*
- Accounting Technician*
- County Support Secretary*
- Receptionist/Production Secretary*
- Payroll Clerk*

*Future hires into these positions after June 30, 2012, shall become part of the Sierra-Plumas Classified Employees unit and placed in "Classified" service status. Full time or part-time permanent Confidential employees in current active status in the District/County as of July 1, 2012, shall be grandfathered into the Confidential employee status without loss of status, benefits or seniority.

2.3 The following positions are specifically excluded from the bargaining agreement:

- Temporary Employees
- Substitute Employees
- Classified Employees

2.4 The Confidential Employees, in turn, recognizes the Employer as the duly elected representative of the people and agrees to negotiate exclusively with the Employer through the provisions of The Rodda Act.

2.5 The Confidential Employees agree that it, its members, and agents shall not attempt to negotiate privately or individually with any Board member, administrator or supervisor. In turn, the Employer and its individual representatives shall not attempt to negotiate privately or individually with any Confidential Employees member or any individual in the unit.

2.6 New Classifications created or additional positions created within an existing class of positions shall be subject to negotiations between the Employer and the Confidential Employees to determine if they are to be included in the bargaining unit.

2.7 Generally, the Confidential Employees' classification will be aligned in accordance with "Classified" service employees as defined in Education Code(s).

ARTICLE 3

TERM OF AGREEMENT

3.1 Provisions for this Agreement shall be effective July 1, 2013, except where otherwise noted, and shall remain in effect until June 30, 2015 with the following exceptions:

Following the negotiations procedure as outlined in Article 8 for the fiscal years 2013-2014, the following areas may be re-opened:

2014-2015 - Salary, Benefits, plus two (2) items chosen by the Confidential Employees and two (2) items chosen by the Employer and any other item mutually agreed upon.

3.2 The Confidential Employees shall present its written proposals for negotiations no later than the March meeting of the District Board and County Superintendent. The Board/County Superintendent will respond with an initial proposal response by the following regularly scheduled monthly Board meeting.

3.3 Negotiations shall begin as soon as reasonable.

Parties agree that the Collective Bargaining Agreement, in its entirety will be extended to the dates of July 1, 2015, to June 30, 2018, and shall remain in full force and effect until June 30, 2018, or such a time as the parties agree on a successor Agreement. Adopted June 17, 2015

ARTICLE 4

SAVINGS PROVISION

- 4.1 If any provisions or applications of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions or applications will not be deemed valid and subsisting except to the extent permitted by law; but, all other provisions will continue in full force and effect.
- 4.2 In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 5**DEFINITIONS**

- 5.1 "Anniversary Date" refers to the date upon which an employee is hired and earned a salary. This is the first day of the pay period next following completion of the required period of service.
- 5.2 "Days" shall mean days on which the main administrative office of the District and SCOE are open for business unless otherwise specified within this Agreement.
- 5.3 "Length of Service" for the purpose of this Agreement, length of service is to mean the hours of service for the current continuous employment period.
- 5.4 "Short term employee" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 5.5 "Probationary employee" is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 5.6 "Regular or permanent employee" is an employee who successfully completes an initial probationary period, which shall not exceed twelve (12) months of service beyond the initial date of employment by the Employer.
- 5.7 "Seniority" for the purpose of this agreement seniority is determined by the length of service beginning with the current continuous employment period.
- 5.8 "Confidential Employees" All persons in confidential positions identified in Article 2.2 as being included in the unit are Confidential Employees.
- 5.9 "District/County" Sierra-Plumas Joint Unified School District and Sierra County Office of Education.

ARTICLE 6 **WAIVER CLAUSE**

- 6.1 This Agreement sets forth, in writing, the full and entire understanding of the parties regarding the matters set forth herein.
- 6.2 It is agreed and understood that the parties hereto waive their rights to negotiate any matter covered herein during the term of this contract.
- 6.3 Nothing in this paragraph shall preclude the parties from mutually agreeing, in writing, to negotiate on any issue(s) contained herein during the term of this Agreement.
- 6.4 No agreement alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education and the District/County Confidential Employees.
- 6.5 The waiver, by mutual agreement and in writing, of any terms or conditions of this contract shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 7**ASSOCIATION RIGHTS**

- 7.1 The Confidential Employees can use the Employer's buildings and facilities upon notification of the Superintendent to conduct Confidential Employees' business provided it does not interfere with the operations of the Sierra-Plumas Joint Unified School District or Sierra County Office of Education.
- 7.2 Members of the Confidential Employees shall be permitted to transact Confidential Employees business on office property before the beginning of the established workday, during any duty-free lunch periods, and any time immediately following the established work day. In any event, no Confidential Employees, except the Confidential Employees representative, shall be permitted to use assigned work time to conduct Confidential Employees business on or off the premises.
- 7.3 The Confidential Employees shall have the right to post notice of activities and matters of the Confidential Employees concern on the existing bulletin boards in the District/County office and site facilities. Such posting may be accomplished during generally recognized paid break periods. The Confidential Employees may use the District/County office inter-office mail delivery service and employee mailboxes for communication to employees not to exceed twice per week and shall be during non-work time of the employee. It shall be the responsibility of the Confidential Employees to remove outdated information.
- 7.4 The Employer will provide the Confidential Employees representative one (1) copy and the negotiations chairperson with one (1) copy of the public materials in the Board packet prior to any regular and/or special meeting held by said Board which directly affects Confidential employees.
- 7.5 The Confidential Employees, upon request, may have access to the records pertaining to the employee seniority roster indicating the employees' employment date, classification and job site.
- 7.6 Each Confidential Employees shall have available a copy of the Agreement. This copy shall be available via the Internet at www.sierracountyofficeofeducation.org. A printed copy of the Agreement shall be available for review in the District/County administration office.
- 7.7 The Employer agrees to provide paid release time for up to two (2) hours per month for the Confidential Employees representative or documented designee to conduct Confidential Employees business.

ARTICLE 8 **NEGOTIATIONS PROCEDURE**

- 8.1 For the first session of each bargaining period, the Employer and the Confidential Employees shall appoint not more than two (2) persons to act as their respective negotiating teams.
- 8.2 Negotiations will be conducted at times and places mutually agreeable to the respective negotiating teams.
- 8.3 It is understood and agreed that all tentative agreements negotiated by the negotiating teams are subject to formal ratification by the Confidential Employees membership prior to presentation to the Employer, and that subsequent formal adoption by the Employer shall constitute the conclusion of negotiations activities for the year.
- 8.4 The parties shall endeavor to reach an agreement on the ground rules prior to each set of negotiations which are to be conducted. The parties agree to abide by whatever rules apply for that set of negotiations.

ARTICLE 9

GRIEVANCE PROCEDURES

9.1

Definitions

- 9.1.1 A “grievance” is an alleged violation, misapplication or misinterpretation of any specific provisions of this Agreement which adversely affects the grievant.
- 9.1.2 The “grievant” is an employee in the unit who has properly submitted an alleged grievance.
- 9.1.3 “Days” as used in this procedure shall mean any day in which the District/County Office is regularly open for business.
- 9.1.4 “Immediate Supervisor” refers to that person as defined in Article 5.8, who, has immediate responsibility for directing the work force within his/her geographic area of influence.

9.2

Purpose

- 9.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems of employees which may from time to time arise affecting the welfare or working conditions as defined under the terms and provisions of this Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- 9.2.2 Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite these procedures. The time limits, however, may be extended or decreased by mutual agreement of both parties.

9.3

Procedure

If, in the judgment of the Confidential Employees and the Employer, a grievance affects a group of Confidential Employees, the Confidential Employees may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance shall be commenced at Level II of the formal grievance procedure.

9.3.1 Informal Level:

- 9.3.1.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- 9.3.1.2 In cases in which the proposed remedy would entail a financial outlay by the District/County Office, the grievant shall notify his/her immediate supervisor within ten (10) days after the grievant knew or should have known of the act of omission giving rise to the problem.
- 9.3.1.3 A second informal discussion may be held between the grievant and a representative of his/her choice and the grievant’s immediate supervisor. Whether or not to have this meeting shall be at the discretion of the grievant.

9.3.2 Formal Levels:

9.3.2.1 Level I:

- 9.3.2.1.1 Within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance on the Confidential Employees’ grievance form to his/her immediate supervisor.
- 9.3.2.1.2 This statement shall be a clear concise statement of the circumstances giving rise to the grievance, citation of the specific article, section and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.
- 9.3.2.1.3 Within ten (10) days after receipt of the written grievance by the appropriate administrator/supervisor, he/she shall meet with the aggrieved party and if

desired, a representative from the Confidential Employees, in an effort to resolve the grievance. The appropriate administrator/supervisor or designee shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance.

9.3.2.2 Level II:

9.3.2.2.1 In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the Confidential Employees' Grievance Form to the District Superintendent or County Superintendent of Schools or designee with ten (10) days.

9.3.2.2.2 This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason for the appeal.

9.3.2.2.3 The District Superintendent or County Superintendent of Schools or designee shall conduct an investigation into the allegations and shall communicate the decision within ten (10) days after receiving the appeal.

9.3.2.2.4 The County Superintendent of Schools shall make the final decision for County Confidential Employees at Level II.

9.3.2.3 Level III:

9.3.2.3.1 If a District Confidential Employee (grievant) is not satisfied with the decision at Level II, he/she, within ten (10) days after receiving the decision from the District Superintendent may appeal the decision on the grievance form to the District Governing Board.

9.3.2.3.2 This statement shall include a copy of the original grievance and appeal, the decision rendered and a clear concise statement of the reasons for the second appeal.

9.3.2.3.3 The Sierra-Plumas Joint Unified School District Governing Board shall communicate its decision to the grievant within five (5) days after a regular or special Board meeting. The decision of the Board shall be final and no further procedure is available to the grievant within the provisions of this Agreement.

9.4 Miscellaneous

9.4.1 Neither the Employer or Confidential Employees, nor any member of the administration or bargaining unit shall take reprisals affecting the employment status or working conditions of any employee, member of management, Confidential Employees representative, or any other participant in the grievance procedure by reason of such participation.

9.4.2. The actual grievances and all documents relating thereto shall be filed separately from the Confidential Employee's personnel file.

9.4.3 At any level of this procedure, the Confidential Employees may consult with a representative of his/her choice in order to gain assistance in preparation, investigation, or resolution of the grievance. Such assistance may extend to help in the presentation of the grievance at any formal level of this procedure or at the second informal level provided above.

ARTICLE 10 **EVALUATION PROCEDURE**

10.1. Any Confidential Employee may be evaluated by the immediate supervisor at any time when deemed to be the in the best interest of the program. Each immediate supervisor under whom the Confidential Employees has served for sixty (60) working days or more during any rating period shall provide a performance evaluation even though the Confidential Employees may have left his/her control.

A regular personnel evaluation program will be affected according to the following schedule:

Probationary status Employees: Year one (1) at the end of the 2nd (second) and 5th (fifth) month of service;

Permanent status Employees:

- A. Once each year usually between February and May;
- B. An evaluation every two (2) years for employment years three (3) to ten (10) years;
- C. After ten (10) years of employment, an evaluation every three (3) years.

10.2 A Confidential Employee shall be evaluated by an immediate supervisor prior to any position transfer.

10.2.1 Employee shall be evaluated at the end of the 2nd (second) and 5th (fifth) month of service in any new position whether by a volunteer or involunteer transfer.

10.3. Procedure

10.3.1 Performance evaluation reports shall be made on the Performance Evaluation for Confidential Employees Form and shall be prepared by the Confidential Employee's immediate supervisor. The form shall be reviewed by the next higher supervisor.

10.3.2 The immediate supervisor shall present the performance evaluation report to the Confidential Employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. The Employee may attach comments to the evaluation form if he/she does so within ten (10) business days following the evaluation interview.

10.3.3. Performance evaluation reports shall be filed in the Confidential Employee's personnel records. All performance evaluations shall be confidential.

10.4 Special Evaluations: At any time a supervisor may issue to an employee a Notice of Commendation or Notice of Unsatisfactory Service. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the Confidential Employees. It shall be delivered to the Confidential Employee personally by his/her immediate supervisor whenever practical. A copy of such notice shall be placed in the Confidential Employee's personnel record and shall be available to review in connection with promotional examinations.

ARTICLE 11 **TRANSFER AND LAYOFF/REEMPLOYMENT PROCEDURE**

- 11.1 Seniority is determined by length of service in paid status beginning with the current continuous employment period.

- 11.2 Transfers, whether voluntary (Confidential Employee initiated) or involuntary (Employer initiated), are the change in a Confidential Employee's work assignment with the same classification.

- 11.3 Transfers shall not change the Confidential Employee's service time, anniversary date, accumulated illness leave, or accumulated vacation credit, or in any other manner reflect adversely upon his/her rights as provided in this Agreement.

- 11.4 Reasons for any transfer which is not voluntary shall be discussed with the Confidential Employee by his/her immediate supervisor at least seven (7) days before the first work day.

- 11.5 Confidential Employees who wish to be considered for a particular position shall submit a written request to the personnel department.

- 11.6 All open positions and employment opportunities will be posted on the District/County website.

- 11.7 Order of layoff and reemployment: Whenever a Confidential Employees is laid off, the order of layoff within the class shall be determined by the length of service. The Confidential Employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If a tie should occur a lottery will be held.

ARTICLE 12 **BENEFITS**

- 12.1 The Employer shall provide all eligible Confidential Employees as specified in this article and their eligible dependents with medical coverage, family dental, family vision and life insurance coverage.
- 12.2 For the 2013-2014 fiscal year, the Employer contribution for family medical, dental, vision coverage and life insurance, shall be capped at \$13,840.50 annually per eligible Employee.
- 12.2.1 Confidential Employees assigned to paid status greater than 27.5 hours per week shall be entitled to Employer paid contributions capped as stated in Article 12.2 above.
- 12.2.2 Confidential Employees regularly assigned to paid status part-time at least 20 hours per week or greater, may participate in the Employer-sponsored group benefit programs, as allowed by the vendor contracts for family medical, dental, vision, and life insurance benefits by paying the full (100%) premium cost.
- 12.2.3 Section 125, also referred to “Cafeteria Plan”, of the Internal Revenue Code provides participants an opportunity to receive certain benefits on a pretax basis. The cafeteria plans are made pursuant to salary reduction agreements between the Employer and the Employee. Confidential Employees are eligible to participate in Section 125 cafeteria plans.
- 12.2.4 Confidential Employees are eligible to participate in the annual open enrollment as authorized by current benefit vendor(s). The annual open enrollment is to allow employees who are enrolled in a medical benefits plan the opportunity to enroll in any plan offered by the Employer.
- 12.2.5 The Employer health insurance dollar contribution shall be prorated on an annual basis. An Employee who is employed less than a full fiscal year shall be entitled only to the proportionate annual Employer dollar contributions toward health and welfare benefits.
- 12.3 Economic Fringe Benefits While On Paid Leave:
Confidential Employees on paid leave are considered to be in continuous employment and no interruption to the fringe benefit program shall be imposed upon Confidential Employees on paid leave.
- 12.4 Economic Fringe Benefits While on Unpaid Leave:
Confidential Employees granted an unpaid leave of absence shall have their Employer-paid fringe benefit programs discontinued at the end of the month in which the leave begins.
- 12.4.1 Confidential Employees may continue fringe benefit coverage while on an unpaid leave by paying the full premium in advance each month including the Employer’s contribution for the duration of the leave.
- 12.5 Economic Fringe Benefits – Termination
Confidential Employees who terminate shall have their fringe benefit programs discontinued at the end of the month in which their termination occurs except as may be required by applicable State or Federal law.
- 12.6 Retirees
Retirees from the Employer, and their qualified dependents, may continue to participate in any of the Employer health benefits plans at his/her own expense providing such participation is acceptable to the health insurance provider. Retirees shall pay all the premiums, dues, and other charges, including any increase in premiums.
- 12.6.1 The retiree shall be eligible to participate in the Employer’s group health plan beyond age 65 in accordance with the authorization and guidelines of the health insurance provider.
- 12.6.1.2 The retiree must be enrolled in Medicare Part A and Medicare Part B programs to be eligible for the “retiree” rate premium schedule. Without the Medicare Part A and Part B participation, the retiree may participate at the applicable premium rate schedule.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Health and Welfare Premium Payment Agreement

RETIREE NAME: _____ DATE OF RETIREMENT: _____

- A. Retired Employees who are covered by the District/SCOE health plan at the time of their retirement may continue the health, vision and dental benefit program at his/her own expense on a tiered rate structure. Retirees shall pay all the premiums, dues, and other charges, including any increase in premiums for the duration of his/her enrollment. Eligible retirees and/or covered dependents must secure Medicare Part A and Part B. Retirees who discontinue coverage cannot re-enroll under the District/SCOE health plans.
- B. Employees who are granted the Retirement/Golden Handshake by the Employer for one (1) year of retiree health and welfare benefits (at the tiered rate as required by health care provider) for medical, dental and vision plans shall be responsible for all premiums in excess of the Employer contributions, dues and other charges, including any increase in premiums for the duration of his/her enrollment.
- C. All premiums are payable to the District or SCOE and due in full no later than the 5th (fifth) day of the month and will be considered delinquent after the 5th (fifth) day. Should the health insurance premium payments become delinquent for two (2) consecutive months, benefits will be cancelled and reinstatement will not be allowed.

I have read and understand the provision of this Agreement and agree to sign this authorization.

Retiree Signature: _____

Date: _____

Doc: Confidential/H&W Payment Agreement Retiree
Z: forms/H&W Payment Agreement R

ARTICLE 13 LEAVES OF ABSENCE

All reference to (working) day(s) as used in this Article shall be considered a standard either (8) hour day or portion thereof. Confidential Employees employed less than forty hours per week, or less than twelve months a year, shall be granted a proportionate amount of the full-time employee.

13.1 Status While on Leave of Absence

13.1.1 Paid Leave: Confidential Employees granted a paid leave of absence shall be considered to be in continuous employment and shall be entitled to all earned sick leave, vacation, service time, transfer and promotion considerations, and other benefits as provided in Article 12, Benefits. The Confidential Employees shall also be entitled to all base salary adjustments. However, the Confidential Employees will be entitled to his/her step increase provided that the Confidential Employees has worked at least 75% of all scheduled workdays.

13.1.2 Unpaid Leave: Confidential Employees granted an unpaid leave of absence shall be considered to be in continuous employment, however, shall not be entitled to earn additional sick leave or vacation time while on such leave. They will be entitled to their step increase provided that they have worked at least 75% of all scheduled workdays.

13.2 Sick Leave

13.2.1 Every regular Confidential Employee shall be entitled to one (1) day of paid sick leave for illness or injury for each full month of employment. This (1) day shall be prorated accordingly for regular Confidential Employees working partial months. (Education Code 45191 Classified Employee)

13.2.1.1 On July 1 of each year, every Confidential Employee shall receive in advance their entitlement of sick leave.

13.2.1.2 New Employees assigned to a position after July 1 shall receive sick leave for the remainder of the fiscal year ending June 30 depending on the total calendar months or portion thereof remaining.

13.2.1.3 A new Employee of the District/County shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled, until the first day of the calendar month after completion of six months of active service with the District/County. (Education Code 45191 Classified Employee)

13.2.2 Unused sick leave shall be accumulative from year to year.

13.2.3 The Employer may require a physician's or practitioner's verification of illness if a Confidential Employees has been on sick leave for three (3) or more consecutive days or a total of fifteen days in any school year. The physician/practitioner's statement shall include:

- The reason for absence
- Dates of treatment
- Type of treatment
- Whether or not the Employee can perform all assigned duties

13.2.4 Confidential Employees absent through illness or injury must notify their immediate supervisor as early as possible. Upon return, the Confidential Employee must complete the appropriate Leave of Absence form indicating the date(s) of the sick leave taken.

13.2.5 Sick leave shall not be misused by an Employee or used to enable him/her to earn wages from another employer. Misuse of sick leave shall be subject to disciplinary action up to and including dismissal.

13.2.6 Earned unused sick leave may be counted, in a proportionate amount, to service credit for computing retirement in accordance to current laws.

13.2.7 Differential Sick Leave

When sick leave and all other paid leaves have been exhausted and a Confidential Employee is absent because of illness or accident, the Confidential Employee shall be paid the difference between his/her salary and the salary of the substitute for the period not to exceed five (5) months.

The fifth (5) month period shall commence on the first day of the absence and run concurrently with all other leaves. If a Confidential Employees is unable to return to work following the allowable five (5) months, the Confidential Employees may request an unpaid leave of absence not to exceed six (6) months. If an unpaid leave of absence is not available, or if at the end of the unpaid leave the Confidential Employee remains unable to assume the duties of his/her position, the Confidential Employee will be placed on a 39 month reemployment list. (Education Code 45195 Classified Employee)

13.2.8 Transfer of Sick Leave from Another District

Any Confidential employee of any school district who has been an employee of that district for a period of one (1) calendar year and who subsequently accepts employment with the District/County within one (1) year of his /her former employment, shall be credited with all of the earned but unused sick leave which was credited to him/her in his/her former school district. (Education Code 45202 Classified Employee)

If termination was for cause, the transfer may be made if agreed to by the District/County Superintendent or designee.

13.2.9 At the option of the Confidential Employee, the Confidential Employee may elect to request maternity leave of absence without the use of sick leave provisions in order to preserve accumulated leave days earned and needed during the period of temporary disability.

13.2.10 A male Confidential Employees may utilize up to three (3) days of his sick leave to care for his wife during child birth.

13.3 Personal Necessity Leave:

13.3.1 Confidential Employees may elect to use up to seven (7) days of accumulated sick leave for personal necessity during any school year.

13.3.2 Personal Necessity Leave includes:

- Death of a member of his/her immediate family when additional leave is required beyond that provided for bereavement leave provisions;
- An accident involving his/her person or property, or the person or property of a member of his/her immediate family;
- Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order;
- Other reasons that the Governing Board may prescribe (refer to Board Policy AR4261.2)

13.3.3 Request for Personal Necessity Leave shall be made at least three (3) days in advance to the Employee's immediate supervisor. Advance permission shall not be required of any Confidential Employee in cases involving the death of a member of the Employee's immediate family or an accident involving the Employee's person or property or the person or property of a member of his/her immediate family.

- 13.3.4 The request for such leave shall be submitted on a leave of absence form to the Employee's immediate supervisor.
- 13.3.5 In no case shall Personal Necessity Leave be used for an extension of a school holiday or personal vacation when not provided under the terms of the employment, or leave that would cause disruption of the normal operating functions of the school.
- 13.4 Bereavement Leave:
- 13.4.1 Employees are entitled to a leave of up to three (3) days, or five (5) days if out-of-state or more than 300 miles one way travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled.
- No deduction shall be made from the salary of the Confidential Employees nor shall such leave be deducted from any leave provided by this Agreement.
- 13.4.2 Immediate family includes: the mother, father, grandmother, grandfather, or a grandchild of the Employee or of the spouse of the Employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the Employee.
- 13.4.3 Any additional days beyond those provided in sections 13.4.1 and 13.4.2 must be handled under the provisions of Personal Necessity Leave.
- 13.5 Civic Duty Leave:
- 13.5.1 Confidential Employees who are involuntarily summoned for civic duty, subpoenaed to be present in court as juror or as a witness, shall be granted civic duty leave, with pay, for such time as is required by the summons or subpoena.
- 13.5.2 Confidential Employees are expected to return to work during any day or portion thereof in which civic duty services are not required.
- 13.5.3 Civic duty leave will not be granted to Confidential Employees required to appear in court as defendants for personal traffic or other violations of the law or as a defendant in connection with other employment.
- 13.5.4 Payment received for approved civic duty leave, with the exception of any transportation reimbursement, shall be turned over the District/County business office.
- 13.5.5 Confidential Employees will be granted a leave of absence if called for grand jury service. Leave of absence for grand jury service shall be with pay up to the amount of the difference between the Employee's regular earnings and any amount he/she receives as juror fees.
- 13.6 Military Leave:
- 13.6.1 Confidential Employees shall be granted any military leave to which they are entitled, under law as Classified school employees. Confidential Employees shall be required to request military leave in writing and, upon request, to supply the District/County business Office with "orders" and status reports.
- 13.7 Industrial Accident and Illness Leave:
- 13.7.1 Confidential Employees who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for not less than sixty (60) working days paid leave in any one (1) fiscal year. The fiscal year is defined as July 1 through June 30 of each year.

- Allowable leave shall not accumulate from year-to-year;
- Industrial Accident or Illness Leave will commence on the first day of absence;
- Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws in this State, exceed the normal wage for the day;
- Industrial Accident leave will be reduced by one (1) day for each day of authorized absence regardless of the compensation award made under workers' compensation;
- 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.

13.7.2 Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness leave under this section has been exhausted, entitlement to other sick leave, including the differential sick leave allowance, vacation and other paid leave shall be used.

13.7.3 During any paid leave of absence, the Confidential Employee shall endorse to the Employer the temporary disability indemnity checks received on account of such industrial accident or illness. The Employer, in turn, shall issue the Confidential Employees appropriate salary warrants for payment of the Confidential Employees' normal wage.

13.7.4 When all available leaves of absence (paid or unpaid) have been exhausted, and if the Confidential Employee is not medically able to resume his/her duties, the Employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If the Employee is able to resume his/her duties during the 39 month period, the Employee shall be employed in a vacant position in the class of his/her previous assignment. The employment shall be over all other candidates except for a reemployment list established because of lack of work or lack of funds.

13.8 Emergency Conditions

13.8.1 Emergency conditions are those conditions totally outside of a Confidential Employees' control such as extreme snowfall, flood or other weather-related phenomena, workplace power outage, fire or other natural catastrophe or circumstances that require urgent attention of the Employee and which prevent an employee from reporting to or remaining at his/her assigned workplace.

13.8.2 Should a Confidential Employees show up for and be ready for work at his/her regular assignment but is then sent home by a supervisor, he/she shall be credited for a minimum of two (2) hours pay or the time actually worked, whichever is greater.

13.8.3 Any Confidential Employee who is not able to attend or remain at work for reasons of emergency as defined above, shall use vacation, personal necessity, District/County leave or leave without pay.

13.8.4 If the Confidential Employee must take a leave without pay because no paid leaves are available, he/she may request his/her supervisor to consider a means of allowing them to make up the time and the lost wage.

13.9 Family Care and Medical Leave

13.9.1 Entitlement to Leave:

Confidential Employees may be eligible for unpaid leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), subject to certain qualifying circumstances under the law. Refer to Administrative Regulation AR4261.8 and Appendix B. It is intended that current leave entitlements shall run concurrent with FMLA and CFRA leave. This item is enforceable as set out in law.

13.9.2 Since the Federal and State laws have different regulations, definitions and benefits which may change in the future, the Unit member should contact the personnel department for further information.

13.9.3 Advance Notice of Leave:
If the Confidential Employee's need for a leave pursuant to this Article is foreseeable, the Confidential Employee shall provide the Superintendent with thirty (30) days advance notice of the need for the leave.

13.9.4 Healthcare Provider/Certification of Leave:
Verification by a physician shall be required by the District/County to validate a serious health condition.

- A. Child, Spouse or Parent Care: A Confidential Employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the physician of the individual requiring care. The Certification shall provide the following:
- a. The date on which the serious health condition commenced;
 - b. Probable duration of the condition;
 - c. Estimate of the amount of time that the health care provider believes the Employee needs to care for the individual requiring the care; and
 - d. A statement that the serious health condition warrants the participation of the family member to provide the care during the period of treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the healthcare provider for the Confidential Employee to care for the individual requiring care, the Confidential Employee shall obtain recertification in accordance with the procedures specified above, if additional leave is required.

- B. Employee Illness: A Confidential Employee's request for a leave because of the Confidential Employee's own serious health condition shall be supported by a certification issued by his/her healthcare provider.

13.9.5 Amendment of Statutory Law:
This Article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code §12945.2, the FMLA, or any other applicable law. If any such amendment gives the Superintendent discretion to require any act by the Employee, the act shall be deemed to be required.

13.10 Religious Leave: (Board policy AR4261.2 Nov 2013)

The Superintendent or designee may grant an employee up to three (3) days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

The day(s) of absence shall be deducted from an employee's vacation leave, District/County leave day(s), or eligible employees may be granted unpaid leave for religious observances at the discretion of the Superintendent or designee.

ARTICLE 14 **WORKWEEK**

14.1 The normal workweek for full-time Confidential Employees shall be (8) hours per day, Monday through Friday; however, the Confidential Employees' work assignment may be modified within a seven day workweek, as follows:

The normal workweek shall be eight (8) hours per day, Monday through Friday; however, the unit member's work assignment may be modified, with prior notice to the Employee, to meet program needs. Nothing herein shall restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the Employer except as provided for in Article 15.

14.2 When it will not adversely affect the program, the Employer may allow a Confidential Employee to flex off time during a 40 hour work week with prior approval from immediate supervisor.

14.3 Notwithstanding 14.1, other workweeks may be implemented at the request of the Confidential Employees and/or the District/County with the mutual agreement of both parties. The flexible schedule will be established in accordance with the following procedures:

- A. Requests/Responses – All requests and responses shall be submitted in writing.
- B. Schedule – The proposal for flexible hours may define a period of time or establish a timeline
- D. Employee will sign a Compressed Work Schedule Agreement
- C. Discontinuance – If in the opinion of the supervisor, the flexible hours are not contributing to the efficiency of the Employer, the schedule may be discontinued and the Confidential Employees shall revert to the work schedule in effect prior to his/her flexible hours schedule.

14.4 Confidential Employees whose work schedules are dependent upon student contact may have their work days or work year altered to accommodate the various student attendance schedules of District/County schools.

14.5 The Employer shall provide for those Confidential Employees who work a six (6) hour or longer work day, a duty-free, non-paid status, meal period of not less than thirty (30) consecutive minutes. The meal period may be assigned by the Confidential Employees' supervisor.

14.6 Confidential Employees working seven (7) or more hours per day are allowed a morning and afternoon rest break, not to exceed fifteen (15) minutes for each break. Confidential Employees working four (4) or more hours per day but fewer than seven (7) hours are provided one (1) fifteen (15) minute break. Supervisors may schedule the appropriate time for breaks normally midpoint in the morning or afternoon. Breaks may not be used to come to work late, leave early, or extend lunch breaks.

ARTICLE 15 OVERTIME

- 15.1 The Employer agrees to compensate Confidential Employees at the rate of one and one-half (1-1/2) times the Confidential Employee's regular rate of pay for each hour of work in excess of the eight (8) hour day and forty (40) hour workweek. A supervisor may grant compensatory time off to a Confidential Employee at the same ratio and in lieu of overtime cash payment. The supervisor shall, upon request, inform a Confidential Employee of the intended method of payment (cash or compensatory time off) at the time of directing the overtime work. Confidential Employees classified as "Exempt" management are not subject or eligible for overtime compensation.
- 15.2 Definitions:
- 15.2.1 "Hours Worked" include all time during which the Confidential Employee is permitted to work for the Employer whether or not authorized or ordered by the immediate supervisor. Except for emergencies, Confidential Employees who work unauthorized overtime may be subject to disciplinary action.
- 15.2.2 The term "compensatory time" and "compensatory time off" means hours during which a Confidential Employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the Confidential Employees is compensated at the Confidential Employee's regular rate.
- 15.3 Confidential Employees may not accrue more than ten (10) hours of compensatory time off. Overtime worked after the maximum accrual is reached shall be compensated by cash payment.
- 15.4 Compensatory time off may be earned in lieu of cash compensation for authorized overtime. This compensating time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked. (Education Code 45129 Classified Service)
- 15.5 Except in an emergency which prevents preapproval, all overtime must be authorized in advance by the Confidential Employee's supervisor. Emergency situations must be brought to the attention of the supervisor as soon as practical.
- 15.6 The Employer will settle the overtime account, if compensated by cash, with the Confidential Employees at the end of the pay period in which it is earned. A Confidential Employees who has terminated employment shall be paid for the unused compensatory time at the final regular rate of pay.
- 15.7 A Confidential Employee that is assigned to supervise students on overnight trips or field trips shall not be paid for more than eight (8) hours in any twenty-four (24) hour period.
- 15.8 Staff development days shall be a paid work- day only when the Employee is directed to attend by the superintendent and/or the Employee's supervisor.

ARTICLE 16 HOLIDAYS

16.1 The Employer agrees to provide all eligible Confidential Employees with the following paid holidays and leave days:

HOLIDAY	# OF DAYS ALLOWED	
Independence Day	1	
Labor Day	1	
Veteran's Day	1	
Thanksgiving	2	
Christmas Eve	1	
Christmas Day	1	
New Year's Eve	1	
New Year's Day	1	
Martin Luther King Jr. Day	1	
Lincoln's Day	1	
Washington's Day	1	
Memorial Day	1	
Spring Break (non-accruable day)	1	District/County Confidential Office Staff
End of School (non-accruable day)	1	District Confidential School Secretaries
District/County Leave Day	4	District/County Confidential Employees

16.2 The Governing Board shall set the date of each holiday annually and the Business Manager shall make available an office calendar on which the dates shall be listed.

16.3 All eligible Confidential Employees will be entitled to payment for authorized holidays, provided that they were employed on the holiday and in paid status their last working day immediately preceding or succeeding the holiday.

16.4 If the Employer requires a Confidential Employee to work on these holidays, the Confidential Employee may take another day off within thirty (30) working days in lieu of that holiday provided that such holiday will provide for at least a three (3) day weekend if the employee so desires.

16.5 District/County Leave Day(s) are non-accruable days, not subject to deduction from sick, personal leave, or vacation days and must be taken prior to June 30th of the current school year or forfeit the right to use it. District/County Leave Days shall be prorated proportionately for days of service the employee is employed, i.e. Employees hired as "late start" after beginning of the fiscal year and/or scheduled work days according to the position.

16.6 Paid Non-Accruable Day(s)
Confidential Employees shall use the one (1) paid non-accruable day, not subject to deduction from sick, personal leave, vacation or District/County Leave days, during the time period as specified below or forfeit the right to use it.

16.6.1 District/County Confidential Office Staff Spring Break non-accruable day; one (1) day during Spring Break as designated on the adopted school calendar. The District/County Office will remain open and staffed during the recess.

16.6.2 District/County Confidential School Secretaries non-accruable day; One (1) day during the final two (2) weeks immediately following the end of the school as designated on the adopted school calendar, or no later than June 30th.

ARTICLE 17 VACATION

17.1 Eligibility – Confidential Employees eligible for this vacation section are those listed in the recognition section as classifications represented by the unit. Amounts referred to below are relative to full-time employment. Annual vacation leave for Employees shall be granted on a monthly accrual method. Pro-rated amounts shall be utilized for persons working less than full-time.

17.1.1 Earned vacation shall not become a vested right until completion of the initial six months of employment (Education Code 45197 Classified Employee)

17.2 Vacation Accumulation Schedules – The following vacation accumulation schedules shall apply as indicated:

17.2.1 For persons employed on or before June 30, 2012, the following schedule of accumulation shall apply. The hourly accumulation is for regular hours paid (not including overtime).

CONFIDENTIAL EMPLOYEE YEAR OF SERVICE ACCRUAL	ANNUAL VACATION ENTITLEMENT	MONTHLY ACCRUAL
One	Ten working days (80 hours)	6.667
Three	Fifteen working days (120 hours)	10 hours
Five	Twenty working days (160 hours)	13.334 hours

17.2.2 For persons with a date-of-hire after June 30, 2012, the following schedule of accumulation shall apply. The hourly accumulation is for regular hours paid (not including overtime).

CONFIDENTIAL EMPLOYEE YEAR OF SERVICE ACCRUAL	ANNUAL VACATION ENTITLEMENT	MONTHLY ACCRUAL
One to Five	Ten working days (80 hours)	6.667
Six to Ten	Fifteen working days (120 hours)	10 hours
Eleven +	Twenty working days (160 hours)	13.334 hours

17.3 Confidential Employees shall schedule a vacation each year. If vacation cannot be approved within the fiscal year, an amount equal to one year’s accumulation may be carried forward to the following fiscal year. The Confidential Employee shall utilize this carryover by the end of the following year.

All 12-month Employees shall schedule with his/her supervisor to take sufficient vacation to bring his/her accrued vacation to the hours below or hours allowed for carry over by June 30. The Employee shall limit a “carry-over” of no more than 160 hours allowable into the next fiscal year.

17.4 The Superintendent or designee, shall authorize an additional number of hours of annual vacation carryover when it is: (a) necessary to deny a vacation leave request to meet the needs of the District/County and the Confidential Employee is thereby placed in jeopardy of losing vacation leave, or (b) when a Confidential Employee has pre-scheduled an amount of vacation time at least equal to the amount of accrual over 160 hours that the Confidential Employee would accrue by December 31. Such excess carryover is to be utilized within 90 days of approval by the Superintendent or designee.

17.4.1 Confidential Employees assigned to positions that work less than a 12 month calendar, vacation accrual shall be paid to them in June at the end of the school year.

- 17.5 Each eligible Confidential Employee shall earn vacation for each regularly paid hour and years of service.
- 17.6 When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a Confidential Employee, the Confidential Employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.
- 17.7 Vacation shall, with the approval of the Employee's immediate supervisor, be taken at any time during the year and preferably be scheduled a minimum of five (5) working days prior to the dates requested whenever possible. Every effort shall be made to enable vacation to be taken at times convenient to the Confidential Employee, consistent with the needs of the service and the workload of the department. Vacation may be taken in units of not less than one quarter (1/4) hour. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. (Education Code 45197 Classified Employee)
- 17.8 Confidential Employees may be granted vacation during the year even though not earned at the time the vacation is taken. If a Confidential Employee is terminated and had been granted vacation which was not yet earned at the time of termination, the Employer shall deduct from the Confidential Employee's final pay the amount which was paid for unearned vacation taken. (Education Code 45197 Classified Employee)
- 17.9 Vacation shall be paid at the rate of pay earned at the time the vacation is commenced.
- 17.10 Upon separation from service, employee shall be entitled to lump sum compensation for all earned, vested and unused vacation which has not been lost through the operation of this Article, except that Employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- 17.11 The Employer may allow, upon request by the Confidential Employee, to interrupt or terminate vacation leave in order to be on another type of paid leave without a return to active service, provided the Confidential Employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.
- 17.12 All Confidential Employees hired on or after July 1, 2013, shall be subject to the initial six month probationary period for earned vacation and restrictions as set above.

ARTICLE 18 RETIREMENT/GOLDEN HANDSHAKE

18.1 Confidential Employees with a minimum of 25 years of experience five (5) years with the District/County, who have reached the age of 55, may elect in writing to take advantage of their choice of one (1) of the following offers:

- A. One (1) year of retiree health and welfare benefits (at the tiered rate as required by health care provider) for medical, dental and vision plans for the retiree, spouse and family, or
- B. \$13,840.50 A lump sum dollar amount per year (taxable) for the term of one (1) year.

This Golden Handshake is contingent upon formal written notification of retirement /resignation being submitted on or before March 31st **of** the last year of service. This offer must be formalized to show a savings to the employer on a case-by-case basis.”

Sunset Early Retirement/Golden Handshake from the collective bargaining agreement, effective July 1, 2012:
1.0 FTE Employees in current active status as of July 1, 2012, shall be grandfathered into the early retirement/golden handshake option offered through July 1, 2012, and remain eligible until CalPERS retirement and separation from District/County employment.

ARTICLE 19 **WAGES**

- 19.1 Classifications shall have any range adjustments made effective with the first full payroll period after ratification of this Agreement or a payroll period as mutually agreed upon by both parties.
- 19.1.1 Confidential Employees shall be paid in accordance with the current Salary Schedule(s)
- 19.1.2 All Confidential Employees are paid monthly.
- 19.2 Confidential Employees may agree to contribute a portion of his/her salary on a pretax basis for the qualified IRS-sanctioned voluntary elective deferrals, to include but not limited to, Section 125 Plans (Health Savings Accounts, Flexible Spending Accounts, Accident Insurance, Dependent Care Assistance, etc), 403(b) program (Tax Sheltered Annuity) etc.
- 19.2.1 The Confidential Employee is responsible for setting up and signing the legal documents to establish the payroll deductions. Confidential Employee shall complete a 403(b) Salary Reduction Agreement through the District/County business office.
- 19.3 Confidential Employees may agree to contribute a portion of his/her salary for purposes other than described in 19.2. A Salary Reduction Agreement shall be completed by the Confidential Employee.
- 19.4 Health and Welfare benefit insurance premium deductions shall be deducted from monthly payroll according to the premium cost of the selected benefit plan.
- 19.5 Initial placement on the salary schedule
- The Governing Board or the County Superintendent of Schools retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on an existing salary schedule.
- A. Up to two (2) years credit for related experience within the past ten (10) years beyond the minimum requirement.
- B. The date for determining a Confidential Employee's eligibility for a "step" increase shall be July 1st.
- C. A year of service is defined as the number of hours an Employee would normally work in the position between July 1st and the following June 30th.
- 19.6 District/County Employer shall pay each qualifying Confidential Employee's contribution to the PERS system; Employer and Employee's contribution. *Sunset June 30, 2015; Confidential Employees in current active status as of July 1, 2015, will be grandfathered into the CalPERS Employers benefit share contribution. Adopted June 17, 2015*

ARTICLE 20 **DISCIPLINARY ACTION**

20.1 Persons employed in Confidential service shall be subject to Classified service disciplinary actions and appeals per Education Code(s).

20.2 Causes for Disciplinary Action (Ed. Code §44010, 45123, 45124 and 45303)

Persons employed in the Confidential service may be suspended, demoted, or dismissed for any of the following causes. Specific instances must be set forth as to any of the causes enumerated.

- A. Incompetency – A pattern of below standard work performance
- B. Inefficiency – The continued inability to perform the assigned duties of the position
- C. Insubordination – Knowingly refusing to perform lawful and reasonable assigned duties
- D. Inattention to or Dereliction of Duty –A pattern of continued neglect or dereliction (disregard) in the performance of assigned duties
- E. Willful and persistent violation of the Education Code, of rules and regulations, and/or procedures adopted by Sierra-Plumas Board of Education and Sierra County Superintendent of Schools when such procedures are made known to the Employee in writing
- F. Knowingly falsifying or withholding any material information supplied on application forms and employment records
- G. Possession of open alcoholic beverages on District/County property, or being intoxicated while on duty
- H. The use or possession while on duty of illegal drugs
- I. Arrested, being formally charged, and convicted on a sex offense as defined the Education Code §44010 or determination of as a sexual psychopath pursuant to the Education Code 45124
- J. Arrested, being formally charged, and convicted of a narcotics offense as defined in Education Code §44010
- K. Engaging in political activities during assigned hours of duty
- L. Conviction of a crime involving moral turpitude (behavior that is dishonest or immoral)
- M. Carrying out an unprovoked physical attack on a pupil, a member of the public, another District/County Employee during assigned hours of duty
- N. Repeated unexcused absence or tardiness, abuse of leave privileges, or absence without notification
- O. Abandonment of position – Failure to report to duty for three (3) consecutive working days without notification or permission (except in the case of a dire emergency)
- P. Violation of local, state or federal law which results in the cancellation or suspension of a license required for the performance of the assigned duties
- Q. Dishonesty, theft, willful misuse for personal gain, and/or willful destruction of District/County property.

ARTICLE 21 **LAYOFF PROCEDURES**

21.1 Persons employed in the Confidential service are subject to Classified service layoff procedures as outlined in Education Code(s).

21.2 Procedure Regarding Layoff (Education Codes §45115, 45117, 45308)

- A. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have least seniority, and therefore, shall be laid off first.
- B. The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority. Persons on this list shall remain eligible for a period of 39 months from the day of layoff.
- C. For purposes of this section “Seniority” is determined by the length of service beginning with the current continuous employment period. Nothing contained in this section shall preclude the granting of “length of service” credit for time spent on military leave of absence, or unpaid illness leave or unpaid industrial accident leave.
- D. Employees subject to layoff shall be given notification no less than 60 days prior to the date of the layoff, at which time they will be given written notice of their displacement rights and reemployment rights.

21.3 Rights of Employees Laid Off for Lack of Work or Funds

Permanent Employees in the Confidential service have the following rights:

- A. Bumping – A permanent Employee in the Confidential service who is laid off from a class and who has previous service in an equal or lower class shall have the right to bump an Employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- B. Reemployment – They shall be eligible to be reemployed for a period of 39 months and shall be reemployed in preference to new applicants and shall have the right to participate in promotional examinations within such period.
- C. Voluntary Demotion or Voluntary Reduction – Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months provided that the same tests of fitness under which they qualified for appointment to the class still apply.

ARTICLE 22 **PERSONNEL FOLDER**

- 22.1 The Personnel Department of the Sierra-Plumas Joint Unified School District and Sierra County Office of Education shall maintain all permanent records for all Confidential Employees in the personnel file.
- 22.2 Materials in personnel files of Confidential Employees which may serve as a basis for affecting the status of their employment are to be made available for the person involved.
- 22.3 Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 22.4 Every Confidential Employee shall have the right to inspect such materials upon request, provided that the request is made for a time such person is not actually required to render services to the Employer.
- 22.5 Information of a derogatory nature shall not be entered or filed unless and until the Confidential Employee is given notice and an opportunity to review and comment thereon.
- 22.6 The Confidential Employee shall be notified of the data when any derogatory material will be placed in the personnel file. The Confidential Employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The Confidential Employee shall be given an opportunity during the work day when the Confidential Employee is not responsible to be at his/her work station, to review and prepare his/her response, without loss of compensation.

ARTICLE 23 **SAFETY**

- 23.1 The Employer shall provide safe, healthy and sanitary working conditions for all Employees of the District/County and will provide a continuous administrative monitoring of working conditions and will make corrections of any unsafe or hazardous conditions.
- 23.2 Both the Employer and Confidential Employees agree that the responsibility for safe working conditions is that of the Employer, and the responsibility for maintenance of safe procedures and practices is that of the Employee.
- 23.3 Confidential Employees shall not be required to work under unsafe or unhealthy conditions or perform tasks which may endanger their health or safety.
- 23.4 Any Confidential Employee who observes a working condition which is believed to be unsafe or unhealthy shall report such condition to the appropriate administrator or supervisor. The administrator will respond as soon as possible.
- 23.5 One (1) Confidential Employee shall represent and participate in the Health and Safety Committee meetings. A Confidential Employee who is a member of the Committee shall be allowed release time to carry out their obligations under this Article.

ARTICLE 24 **EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

24.1 The Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education, retain, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement. Except as limited by the terms of this Agreement or as otherwise required by state law, the rights, powers and authority retained solely and exclusively by the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education, and not abridged herein, included, but are not limited to the following:

To manage and direct its business and personnel except as limited by the terms of this Agreement; to determine the mission of its departments, building facilities and operations except as limited by the terms of this Agreement; to create, change or combine positions, departments and facilities in who or part except as limited by the terms of this Agreement; to subcontract accordingly to law, abolish jobs, or discontinue work for lack of funds or lack of work except as limited by the terms of this Agreement; to determine the number of Employees by the terms of this Agreement; to determine the number of Employees needed, to hire, transfer, promote, and maintain work standards, schedules of operation and reasonable work load except as limited by the terms of this Agreement; to specify or assign work requirements and require overtime except as limited by the terms of this Agreement; to schedule working hours and shifts except as limited by the terms of this Agreement; to adopt rules of conduct and penalties for violation thereof except as limited by the terms of this Agreement; to determine the methods, processes, means and place of providing services and to take whatever action necessary to prepare for and operate in an emergency which is defined as a situation in which the lives and /or safety of students or Employees are endangered; a financial crises in which the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education is unable to fund mandated expenses; a situation in which it would be impossible to conduct the normal business of the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education provided the exercise of the forgoing does not conflict or violate the lawful rights of Confidential Employees. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education by any law regulating, authorizing or empowering the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education to act or refrain from acting except as limited by the terms of this Agreement.

ARTICLE 25 **PEACEFUL PERFORMANCE**

25.1 During the life of this Agreement, the Confidential Employees agree that the Confidential Employees will not strike, slowdown or participate in a work-stoppage or sick-out. Likewise, the Sierra-Plumas Joint Unified School District Governing Board and the Sierra County Superintendent of Schools and Sierra County Board of Education agrees not to lock out the Confidential Employees.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT/ SIERRA COUNTY OFFICE OF EDUCATION

CONFIDENTIAL EMPLOYEE GRIEVANCE FORM

GRIEVANCE REPORT (Form)

Date Filed: _____

- Employee
- Association
- Appropriate Administrator
- Employer

Name of Aggrieved Person (print)

School

Supervisor

Level One: Submit to Immediate Supervisor

- A. Date grievance occurred (or was discovered): _____
- B. Section(s) of contract, regulations, etc., involved in this grievance (Be specific.):

- C. Statement of grievance* _____
- D. Action Requested* _____
- E. Supervisor responded on (date): _____

Signature of Employee

Date

Level Two: Submit to District or County Superintendent (Employer)

- A. _____
Signature of Employee Date Date Employer Rec'd Grievance Form
- B. Written response by Employer*

Signature of Employer

Date

Level Three: Submit to District Governing Board

- A. _____
Signature of Employee Date
- B. _____
Date Board Received Grievance Form
- C. Written response and/or award to Confidential Employee

Signature of Governing Board President

Date

*If additional space is needed, attach additional sheets.

Doc: Confidential/Grievance form

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DIST./SIERRA COE
Performance Evaluation for Confidential Employees

_____ Last Name _____ First Name _____

Permanent
 Probationary
 Substitute

_____ Classification Title _____ School or Department _____
 Evaluation Period _____ to _____ Check only those factors which apply to employee's position

		Needs Improvement to Meet Job Requirements	Meets or Exceeds Job Requirements
QUALITY	1. Performs duties in an acceptable manner		
	2. Completes work with a minimum of errors		
QUANTITY	3. Completes the work required in the allotted time		
WORK HABITS AND ATTITUDES	4. Organizes work		
	5. Uses good judgment in the performance of work		
	6. Learns and applies new ideas, procedures, rules and techniques		
	7. Demonstrates an interest in the work performed		
	8. Complies with rules, regulations, and policies		
	9. Accepts job responsibilities		
PUNCTUALITY	10. Complies with assigned hours of work and appointment schedules		
DEPENDABILITY	11. Attends to duties in the absence of supervision		
	12. Follows written and oral instructions in the performance of job duties		
RELATIONSHIPS WITH PEOPLE	13. Works effectively with other employees		
	14. Works effectively with pupils		
	15. Works effectively with public		
PERSONAL APPEARANCE	16. Dresses appropriately and maintains a neat and clean appearance		
SUPERVISORY ABILITY <small>(Only use for employees who supervise others)</small>	17. Plans and directs the work of others		
SAFETY	18. Maintains a clean and safe work area		
	19. Complies with appropriate safety standards and rules		
ADDITIONAL FACTORS	20. Factors not specifically considered above (Please identify)		
OVERALL WORK PERFORMANCE			

SPECIFIC SUGGESTIONS TO AID EMPLOYEE IN IMPROVING PERFORMANCE: (To be discussed by supervisor with employee)

 Evaluator/Employee comments on Work Performance (Optional)

 Signature of Supervisor _____ Title _____ Date _____

 Signature of Reviewer _____ Title _____ Date _____

It is understood that, in signing the Performance Evaluation form, the employee acknowledges having seen and discussed the report.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Health and Welfare Premium Payment Agreement

RETIREE NAME: _____ DATE OF RETIREMENT: _____

- A. Retired Employees who are covered by the District/SCOE health plan at the time of their retirement may continue the health, vision and dental benefit program at his/her own expense on a tiered rate structure. Retirees shall pay all the premiums, dues, and other charges, including any increase in premiums for the duration of his/her enrollment. Eligible retirees and/or covered dependents must secure Medicare Part A and Part B. Retirees who discontinue coverage cannot re-enroll under the District/SCOE health plans.
- B. Employees who are granted the Retirement/Golden Handshake by the Employer for one (1) year of retiree health and welfare benefits (at the tiered rate as required by health care provider) for medical, dental and vision plans shall be responsible for all premiums in excess of the Employer contributions, dues and other charges, including any increase in premiums for the duration of his/her enrollment.
- C. All premiums are payable to the District or SCOE and due in full no later than the 5th (fifth) day of the month and will be considered delinquent after the 5th (fifth) day. Should the health insurance premium payments become delinquent for two (2) consecutive months, benefits will be cancelled and reinstatement will not be allowed.

I have read and understand the provision of this Agreement and agree to sign this authorization.

Retiree Signature: _____

Date: _____

Doc: Confidential/H&W Payment Agreement Retiree
Z: forms/H&W Payment Agreement Retiree

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

**Sierra County Office of Education
Sierra-Plumas Joint Unified School District
Administrative Office**



COMPRESSED WORK SCHEDULES (Flex Time)

Description: With the Business Manager's approval, Administrative Office employees may volunteer to work a compressed work schedule that reduces their number of workdays per week during the time when schools are closed. In general, 9/80 and 4/10 schedules may be considered.

Eligibility Criteria: The Business Manger will consider the following criteria when evaluating an employee's request to participate in this activity:

- The employee has demonstrated the ability to manage their workload, complete work assignments, and meet or exceed management's expectations.
- The position does not require full-time work-long interaction with department clientele or coworkers.
- The position does not require that all work associated with the position be done during daylight hours.
- There is redundancy in existing staffing to compensate for the absence of the employee for one day a week.
- The productivity of work is not diminished.
- The overall number of department personnel participating in this activity does not reduce staffing below levels needed to provide excellent public service.
- The overall number of department personnel participating in this activity does not impede the ability of "other" departments to successfully do their work.

Application Process: To participate in the flextime, the employee completes a Compressed Work Schedule Agreement.

Monitoring: The Business Manager will be responsible for monitoring the employee's work. At any time the participating employee, supervisor, or department head may initiate changes to or termination of the compressed work schedule.

Related Issues: All schedules approved under this activity must comply with the requirements of the Fair Labor Standards Act (FLSA).

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

9/80 FLEX SCHEDULE REQUEST/AUTHORIZATION FORM

Employee Name: _____ Location: _____

Supervisor's Name: _____ Date: _____

Number of hours you are currently scheduled to work per week: _____

Date you would like to start your flex schedule: _____

1. This Flex Schedule involves working eight (8) days of nine hours and one (1) day of eight hours.
2. The work hours for each day that my workweek splits will split during the day, four hours after my start time. The morning hours will go to the previous workweek and the afternoon hours will go to the next workweek.
3. Should my Flex Day fall on a Holiday, the Flex Day will be taken the day immediately following or immediately preceding the Holiday whichever falls into the correct workweek not exceeding forty (40) hours per workweek.
4. Scheduled Hours:
 - a. I will work _____ AM/PM to _____ AM/PM on the nine hour days (circle AM or PM)
 - b. I will work _____ AM/PM to _____ AM/PM on the eight hour days (circle AM or PM)
 - c. My Flex Day will be: _____
 - d. My eight (8) hour day will be: _____
 - e. My lunch period will be _____ minutes each day.

All terms and conditions have been discussed and the employee understands and agrees to all terms listed above by signing and dating this form.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

P.O. BOX 955 * 109 BECKWITH ROAD * LOYALTON, CA 96118
(530) 993-1660 * FAX (530) 993-0828

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
STANFORD J. HARDEMAN, SUPERINTENDENT

EMPLOYEE 403(b) BENEFIT ELECTION FEE

I wish to be an active participant in a Tax Sheltered Annuity (TSA) program established by my Employer so that I may obtain the benefit of Internal Revenue Code Section 403(b). I understand that, effective January 1, 2009, due to IRS regulations; my employer has entered into an agreement with a third party provider (Central Valley Support Services) at a cost of \$2.50 per active participant. Furthermore, pursuant to SCOE and SPJUSD Resolutions 08-004 and 08-009, respectively, my employer is transferring this fee to active participants.

For this purpose, until further written notice, I authorize my Employer to deduct from my salary the current fee of \$2.50 monthly.

Print Name

Signature

Date

The Employee agrees to indemnify and hold SPJUSD harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts in this 403(b) Program. The Employee acknowledges that SPJUSD has made no representation regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. The Employee agrees SPJUSD shall have no liability whatsoever for any and all losses suffered by the Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the solvency of, operation of or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between SPJUSD and Employee. This agreement supersedes all prior Salary Reduction Agreements and shall automatically terminate if Employees employment is terminated.

IMPORTANT INFORMATION

Read this information before you complete a Salary Reduction Agreement.

1. SPJUSD does not choose the annuity contract or custodial account in which the Employees contributions are invested.
2. The Employee is responsible for setting up and signing the legal documents to establish their annuity contract or custodial account. The Employee, not SPJUSD, is to be identified as the contract/certificate holder or account holder.
3. In order for the Employee to receive the expected tax results, the annuity contract or custodial account established must meet the requirements of Section 403(b) of the Internal Revenue Code. It is solely the Employees responsibility to establish the proper type of contract or account for this purpose.
4. The Employee is responsible for naming a death beneficiary under their annuity contract or custodial account. This is normally done at the time the contract or account is established, although the designation should be reviewed from time to time.
5. The Employee is responsible for all distributions and any other transactions with the insurance company or investment company. The Employee or their authorized representative must contact CVSS regarding loans, transfers and exchanges to approved providers, beginning distributions, Hardship Withdrawal requests or to handle any other transactions.
6. Central Valley Support Services has been named the administrator of this 403(b) Program. Their responsibility is to ensure compliance of SPJUSD's 403(b) plan and that the Employee's contributions are within the IRC Sections of 402(g), 403(b), 415(c) and 414(v) guidelines.
7. The Employee agrees that SPJUSD and CVSS shall have no liability whatsoever for any loss suffered by the Employee with regard to the selection of a provider and its investment options, or the solvency, operation of, or benefits provided by said provider; nor liability for any loss suffered by Employee by reason of the transmittal of any funds pursuant to this or any other agreement.

Employee Signature:

I certify that I have read this complete agreement. I understand my responsibilities as an Employee under this Program and I request that SPJUSD take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature: _____ Date: _____

Acknowledgement and Representation of Sales Agent/Representative:

I agree to comply with all pertinent directives regarding solicitation of SPJUSD Employees. Furthermore, I agree to indemnify and hold harmless SPJUSD, any member of the governing board, Central Valley Support Services (CVSS) and the Employee participating in the 403(b) Program against any claims arising from my solicitation of the said Employee.

Agent Signature: _____ Date: _____
 Agent Name: _____ Phone: _____
 Agent Email: _____

Sierra Plumas Joint Unified School District (or CVSS) Signature:

Name: _____
 Signature: _____ Date: _____
 Title: _____

Sierra Plumas Office's plan administrator, CVSS will be processing this Salary Reduction Agreement. Please fax this completed form to our toll-free secure fax line at 800-853-5075. Our mailing address is: CVSS 2440 Stanwell Dr. Suite A Concord, CA 94520. Any questions regarding this form or any other questions regarding 403(b), call us at 877-734-6653 or visit us on the web at www.cvsupportservices.org.

**Sierra Plumas Joint Unified School District
403(b) Salary Reduction Agreement**

Employee Information:

Name: _____ Social Security Number : _____
 Address: _____ City & Zip: _____
 Date of Birth: _____ Date of Hire: _____ Daytime Phone: _____

Effective Date: _____ This is an initial agreement This agreement supersedes a previous agreement

Contribution Information: (Check all that apply)

Initiate New Salary Reduction (check only if not currently participating)

Please deduct the total amount of \$ _____ per pay period.

Change Salary Reduction (this is to change the amount of your existing 403b)

This is a notification to change the amount of my Salary Reduction from \$ _____ to \$ _____

Change Service Provider(s)

This is a notification to change my Service Provider(s) from _____
 to: _____

Terminate Salary Reduction

Please discontinue my Salary Reduction with the following Service Provider(s) _____
 and _____

Terminate ALL Salary Reductions

Please check the appropriate number of deductions to be taken per calendar year.

10 Deductions **11 Deductions** **12 Deductions**

Service Provider and Amount (this will be a listing of all amounts to all Service Providers)

Amount	Service Provider Name	403b Compare Vendor ID
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

Agreement:

The above named Employee agrees to modify his/her salary as indicated above. SPJUSD agrees to contribute this amount on the Employees behalf into the annuity or custodial accounts selected by the Employee. It is intended that the requirements of all applicable State or Federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following: 1) this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect; 2) this Salary Reduction Agreement may be terminated at any time with respect to amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employers administration procedures.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION

Appendix G

Salary Reduction Agreement (other than 403b)

Employee Information:

Name: _____ SSN: _____

Address: _____ City & Zip: _____

Date of Birth: _____ Daytime Phone: _____ Mobile Phone: _____

EFFECTIVE DATE: _____ This is an initial agreement This agreement supersedes a previous agreement

Initiate New Salary Reduction

Deduct the total amount of \$ _____ per pay period

Service Provider (Name of Company to whom Salary Reduction is remitted):

Name: _____ Address: _____

Telephone Number: _____

Change Salary Reduction

This is notification to change the amount of my Salary Reduction from \$ _____ to \$ _____ per month

Service Provider: (Name of Company to whom Salary Reduction is remitted):

Name: _____ Address: _____

Telephone Number: _____

Terminate Salary Reduction(s)

Discontinue my Salary Reduction with the following Service Provider(s): 1) _____

2) _____

Terminate ALL Salary Reductions

Please check the appropriate number of deductions to be taken per calendar year:

10 Deductions 11 Deductions 12 Deductions

Agreement: The above named Employee agrees to modify his/her salary schedule as indicated above. District/County agrees to contribute this amount on the Employee's behalf. It is intended that the requirements of all applicable State or Federal tax rules and regulations will be met. The Employee understand and agrees to the following: 1) this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect; 2) this Salary Reduction Agreement may be terminated at any time with respect to amounts not yet paid or available, and that a termination request is permanent and remains in effect until a New Salary Reduction Agreement is submitted; and 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employers administration procedures.

Employee's Signature _____

Date _____

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Salary Schedule for Confidential Employees

POSITION	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I 15 years	Step J 20 years	Step K 25 years
School Secretary	14,25 24,165	15,05 25,519	15,82 26,837	16,62 28,190	17,39 29,490	18,22 30,897	19,08 32,357	19,99 33,906	20,99 35,598	22,04 37,379	23,14 39,249
Accounting Technician	2,705 32,460	2,854 34,248	3,002 36,024	3,154 37,848	3,303 39,636	3,460 41,520	3,626 43,512	3,798 45,576	3,988 47,856	4,187 50,244	4,396 52,752
Administrative Assistant	2,767 33,204	2,905 34,860	3,050 36,600	3,203 38,436	3,363 40,356	3,531 42,372	3,708 44,496	3,893 46,716	4,088 49,056	4,292 51,504	4,507 54,084

APPROVED JUNE 17, 2015

**SIERRA COUNTY OFFICE OF EDUCATION
SALARY SCHEDULE FOR CONFIDENTIAL EMPLOYEES**

	A	B	C	D	E	F	G	H	I	J	K
	15 Years 20 Years 25 Years										
Personnel Technician	3,548	3,725	3,911	4,107	4,311	4,528	4,754	4,992	5,241	5,503	5,778
	42,576	44,700	46,932	49,284	51,732	54,336	57,048	59,904	62,892	66,036	69,336
Business Manager	6,621	6,952	7,300	7,664	8,047	8,449	8,874	9,318	9,783	10,272	10,786
	79,452	83,424	87,600	91,968	96,564	101,388	106,488	111,816	117,396	123,264	129,432
Accounting Technician III	3,177	3,336	3,503	3,678	3,862	4,055	4,258	4,471	4,695	4,929	5,175
	38,124	40,032	42,036	44,136	46,344	48,660	51,096	53,652	56,340	59,148	62,100

PROPOSED JUNE 17, 2015

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS
SIERRA COUNTY BOARD OF EDUCATION AND
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD

COMPLETION OF BARGAINING

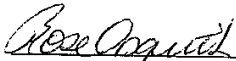
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT AND
SIERRA COUNTY OFFICE OF EDUCATION
CONFIDENTIAL EMPLOYEES
FOR 2015-2016 SALARY AND BENEFITS

By mutual agreement with Sierra-Plumas Confidential Employees' and Sierra County Superintendent of Schools/Sierra County Board of Education, AND Sierra-Plumas Joint Unified School District Governing Board, this Agreement shall conclude 2015-2016 school year negotiations through June 30, 2016.

The SIERRA-PLUMAS CONFIDENTIAL EMPLOYEES voluntarily accept and ratify the Tentative Agreement for the 2015-2016 school year.


Accepted and Ratified
For the Confidential Employees:

Accepted and Adopted
For the Employer(s):



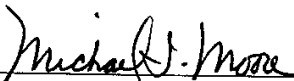
Rose Asquith, Representative
Confidential Employees

6/18/2015
Date




Merril M. Grant, Ed.D.
Superintendent
Sierra County Office of Education
Sierra-Plumas Joint Unified School District

6/16/15
Date



Michael I. Moore, President
Sierra-Plumas Joint Unified School District
Governing Board

6/15/15
Date



Tim Driscoll, President
Sierra County Board of Education

6/17/15
Date

Date adopted by the Governing Board: June 17, 2015

Doc:SPCEA/Completion of Bargaining 2015_16 Confidential_June 17, 2015

Negotiations: Confidential Completion of Bargaining 2015-16, June 17, 2015

