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Confidential Employee Agreement

Confidential employees are those members of the classified service who, in the regular course of their duties, have access to or possess information relating to employer-employee relations. The terms of this agreement shall be effective July 1, 2009.

WORKING CONDITIONS

Working conditions for confidential employees in the areas of hours, continuing education program, leaves, vacation, holidays, health and welfare, transfer, safety and evaluation shall be the same as those specified in the Negotiated Agreement with CSEA.

DESIGNATION OF CONFIDENTIAL EMPLOYEES

The Board of Trustees shall identify the confidential positions in compliance with Government Code Section 3540.1 (g) for purposes of the Rodda Act. These positions of the Mountain View-Los Altos Union High School District shall be:

Administrative Assistant I
Administrative Assistant II
Administrative Secretary
Executive Assistant
Office Manager
I. WAGES

A. Salaries and Other Compensation

1. Basic wages will be paid in accordance with the classification assignment of the employee and the years of service in that position as shown in Appendix A. Newly employed persons will be placed at a range consistent with the position for which employed and may be granted up to two (2) years of constructive credit based on previous training and experience. Appendix A illustrates the positions within the District by type of position and range.

2. Compensation

Ongoing compensation for the 2014-15 school year shall be increased by 4.5% (3.5% salary schedule and equivalent of 1.0% of salary increase for district contribution to health insurance premiums).

Unit members are entitled to basic salary in accordance with the Salary Schedule for the 2014-15 school year. The 2014-15 Salary Schedule shall be the 2014-15 Schedule as revised on November 10, 2014 increased by 3.50% retroactive to July 1, 2014.

Finally, the parties have agreed that the District will continue to pay increases in the composite rate premiums up to the highest cost HMO family plan offered by the District. Employees selecting a more expensive plan shall pay the difference in the premium between the more expensive plan and the highest cost HMO family plan.

In addition, each unit member employed by the District as of July 1, 2014, shall receive a one-time, non-recurring payment equal to 1.00% of the regular salary paid to them during the 2014-15 school year which shall include base pay, longevity pay and merit pay payments and which shall be computed after the above mentioned salary schedule increase has been included in their 2014-15 salary.

Salary Contingency Language

In the event the district does not qualify as a basic aid district, or that requirements change which would reduce the district’s projected total revenue from revenue limit sources, or that changes or errors occur in the manner in which property taxes are collected or distributed to the district, the contract articles dealing with salary
and benefits shall be reopened for negotiations. If this occurs, any scheduled wage improvement over the prior year shall be suspended pending the outcome of such negotiations.

If the district receives any new sources of unrestricted income, the district agrees to disclose and converse with the Association about this increase. The Association and/or the district may then decide to reopen the contract for salary and benefits.

3. The annual step increase and any negotiated salary increase will occur for each employee on July 1, or when otherwise agreed hereto, when an employee has been employed in the District at least six (6) months prior to June 30 of that year.

4. In the event of a reclassification to a higher range, the employee will be placed so that at least a five percent (5%) increase in basic wages is realized. In the event of an administrative reorganization where an employee is reclassified to a lower range, the employee’s wage rate will be frozen at the rate of the previous classification until the rate of the new classification equals or exceeds the current wage rate of the employee.

B. Merit Pay

A permanent employee who has completed at least one year of service in the District is eligible to receive Merit Pay upon the recommendation of the designated site administrator responsible for his/her annual evaluation. The recommendation will be made by the evaluator at the conclusion of the annual evaluation process. If Merit Pay is not given, the evaluator will note the reasons on the evaluation form.

Merit Pay 1 shall be $49.16 per month for full-time employees and shall not be prorated for employees on fractional assignments. This increase in salary will commence on July 1 of the following work year.

If the employee receives Merit Pay 1 for two consecutive years, during the third year the award will increase to $98.32 (Merit Pay 2).

Merit Pay will be maintained so long as the employee qualifies for this pay.

The Merit Pay stipend will be adjusted each year with the same percentage increase as the salary adjustment.

If an employee changes classification or moves into a new position, any earned Merit Pay shall be carried over for a period of one year. At that time, the employee will have a one-year grace period but will need to meet
the criteria for Merit Pay in the second year of the new position or classification in order to continue with Merit Pay.

This section and the evaluation itself are non-grievable. However, if a unit employee feels there has been an abuse of discretion, the unit member may appeal to the Superintendent or his/her designee.

C. Differentiated Training Stipend

Regular unit members have the opportunity to earn a stipend equal to one range higher on the salary schedule (pro-rated to the percentage worked) for being required to utilize or apply a skill not required by the job description of their current classification. In order to be considered eligible, individuals who are recommended for this stipend must meet the following criteria:

- the unit member must meet the current educational requirement for the position
- the employee should currently be on or have completed one year on column E of the salary schedule. Exceptions are at the discretion of the administration.

Specific tasks performed in any classification may differ from others in the same classification. Factors that will be used to determine award of the stipend will include

- relative nature of duties performed,
- difficulty, complexity, variety, and specialized knowledge or skills required,
- independence of action and decision used to perform duties, and
- ongoing nature of an assignment requiring daily application and use of the above mentioned factors.

The stipend will cease at the point that the above mentioned criteria is no longer met. Individuals may be recommended for a stipend by their supervisor or administrator or by initiating a request for such consideration. Each request will be reviewed by a site administrator and the Associate Superintendent for Personnel. The Associate Superintendent for Personnel will make the final determination. His/her decision shall be final and binding, and shall not be subject to any grievance procedure.
D. Working Out of Classification

On occasion, an employee may be required to perform duties not described in his/her job classification. However, when an employee is reassigned in such a fashion that he/she is working out of his/her classification for five (5) days or longer within a fifteen (15) day time period, the employee is entitled to the wages of the position to which actually assigned for that period. Those wages will be determined such that the employee realizes at least a five percent (5%) increase in pay for the period of time assigned out of class. In no event, however, will the pay exceed the maximum rate defined in the salary table for that new assignment.

E. Night Differential

All 8 hour (full time) classified employees whose work day commences between 1:00 and 3:59 p.m. shall receive differential pay equal to two and one half percent (2.5%) of their current salary during the time they are assigned to that workday. All classified employees whose workday commences at 4:00 p.m. or later shall receive differential pay equal to five percent (5%) of their current salary during the time they are assigned to that workday.

Where there is a position that requires the employee to return after 4:00 p.m. that shift assignment is to receive the differential for the later shift.

F. Overtime

In cases of emergency, employees may be called back to work. The individual employee most qualified to alleviate or modify the emergency will be selected and called back. The overtime payable for callback will be for a minimum of two (2) hours.

1. Any employee who is required to work in excess of eight (8) hours on any day during a week is entitled to one and one-half (1 ½ ) times the employee’s established hourly wage rate for the actual hours worked in excess of eight (8). Any employee who is required to work in excess of forty (40) hours per week is entitled to one and one-half (1 ½ ) times the employee’s established hourly wage rate for the actual hours worked in excess of forty (40). When a four day workweek of ten hours per day is established per Board Policy 4213.1, overtime of one and one-half (1 ½ ) times the employee’s established hourly wage shall be paid for all hours worked in excess of ten (10) and/or in excess of forty (40). The employer will seek necessary overtime personnel through volunteers and, to the extent possible, will distribute necessary overtime equally.
2. If a part-time employee works on a Saturday or Sunday but has not worked forty (40) hours in the preceding week, the employee is entitled overtime payment at the rate of one and one-half times (1-1/2) the hourly wage rate for the actual hours of service.

3. Any employee required to work on a legal holiday will be reimbursed at one and a half (1-1/2) times his/her hourly base wage rate for the hours of service in addition to his/her regular hourly pay.

4. Where legal, all overtime premium pay provisions shall be suspended during an emergency declared by the District.

G. Longevity

After an employee’s seventh (7th) consecutive year of uninterrupted employment in the District, a regular employee is eligible for longevity pay per annum commensurate with his/her fractional assignment as shown commencing the month following the beginning of his/her eighth year of service:

<table>
<thead>
<tr>
<th>After Year</th>
<th>7</th>
<th>10</th>
<th>13</th>
<th>16</th>
<th>19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay</td>
<td>$887</td>
<td>$1,779</td>
<td>$2,667</td>
<td>$3,557</td>
<td>$4,445</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>After Year</th>
<th>22</th>
<th>25</th>
<th>28</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay</td>
<td>$5,334</td>
<td>$6,224</td>
<td>$7,114</td>
</tr>
</tbody>
</table>

The Longevity stipend will be adjusted each year with the same percentage increase as the salary adjustment.

H. Compensatory Time

At the request of the employee, the District may grant compensatory time off in lieu of compensation for additional hours of overtime worked. The determination shall be made by the site principal and/or District administrator if compensatory time will be granted. The employee must receive prior approval before accruing compensatory time.

If a determination to grant compensatory time off is made, the District, Administration (Principal-District level) and the unit member shall endeavor to agree upon a time when the compensatory time may be taken. If no agreement can be reached, the decision of the District shall be final. In any event, the compensatory time off shall be used within the school year that the compensatory time was earned or the District shall pay the unit member for all hours in excess of forty (40) at the end of the school year.
I. **Use of Private Vehicle**

If the District requires an employee to use his/her private vehicle during and on District time and business, the employee is entitled to reimbursement at a rate not to exceed the rate allowed by the Internal Revenue Service for the year in which the travel occurs.

J. **Payroll Deductions**

1. Mandatory deductions from an employee's gross pay will be made for Federal and State Income Withholding Taxes, Old Age Survivors and Disability Insurance System, and The Public Employees' Retirement System.

2. Voluntary deductions from the employee's pay may be authorized in writing for payments to credit unions, tax-sheltered annuities, Association dues and fees, and tax-exempt charitable institutions that are approved by the District.

3. Involuntary deductions may be made during the time an employee is on leave in an unauthorized absence status.

K. **Pay Warrants**

1. Pay warrants will be available for employees on the last working day of the month, or the day on which the warrants are available to the District from the County Superintendent of Schools office.

2. The District may suspend all provisions of this article in the event of an emergency.

II. **PROFESSIONAL GROWTH AWARDS**

A. **Philosophy**

The programs and services of our District provide the community with opportunities for individual development and life-long learning. To ensure the growth of quality education as a continuing and diverse process, we must recognize and value all individuals within the District as vital contributors to the achievement of that growth. Based upon this principle, a Professional Growth Program has been implemented for classified employees.
As active elements in the realization of institutional goals and objectives, classified employees must be instrumental in creating and promoting an atmosphere conducive to the concept of life-long learning. To help foster this spirit, classified employees are encouraged to broaden their personal and educational experiences. When opportunities for personal enrichment, professional growth, and community understanding are frequently utilized, individual staff members can develop a more positive understanding of themselves, their role in the organization, and the organization’s role in the community and therefore can respond more effectively to the need of the students and community to be served.

B. **Purpose**

The purpose of the Professional Growth Program is to provide a plan for classified personnel that encourages participating in course work, in-service training, conferences, committee work, and other appropriate activities.

C. **Program Objectives**

The specific purposes for which a Continuing Education Program may be undertaken are listed as follows:

1. Improve skills or knowledge required by the current position, outlined as part of the job description.

2. Acquisition of new skills or knowledge to qualify for a promotional position in the District as listed in the job description of that position.

3. Completion of requirements for a degree or certificate that relates directly to employee’s current position or is aimed at a promotional position within the District as determined by the supervisor and, based upon the specific plan, developed cooperatively.

D. **Professional Growth Award**

A professional growth award of $621 may be earned upon completion of the equivalent of five (5) continuing education units. A maximum of three (3) awards ($1,863) may be earned/awarded in any one year. The professional growth award shall not be pro-rated for employees on fractional assignments. The award is payable in July of each year. Employees in probationary or temporary status are not eligible for this award. Probationary employees, however shall be paid any professional
growth award earned while in probationary status upon becoming permanent.

Effective July 1, 2007, the professional growth award will be adjusted each year with the same percentage increase as the salary adjustment.

E. Continuing Education Program Activities

Continuing education units may be earned as specified below.

Continuing Education Program activities for formal courses taken at a four-year college, a community college, specialty school:

1 Quarter unit = 3 CEU's
1 Semester unit = 5 CEU's

Workshops, conferences, adult education, or other outside workshops:
3 hours of attendance = 1 CEU

Workshop Leader
3 hours of leading = 1 CEU

CEU's will be given for the completion of college, adult education, and specialty school (business or trade), workshops and courses that meet the specific requirements of the individual's approved program plan. All work completed relative to the specific approved plan must be verified. With prior approval, credit will be awarded.

To receive credit, these activities shall not be paid for by the District and/or sponsored by an employee organization to train or orient for collective bargaining purposes unless so directed by the Board. With prior approval, credit will be awarded.

Attendance and participation in these activities must be outside of the regular workday.

F. CEU Form

A form, supplied by the Personnel Office, shall be used by the employee to develop his/her continuing education plan/program in consultation with the supervisor. The program, or segment, shall then be submitted to the District for administrative approval.
III. LEAVE POLICIES

A. Holidays

All holidays will be shown on the classified employees’ calendar, which will be constructed and issued by the District prior to June 1.

1. Legal Holidays

Legal holidays are those prescribed by the Education Code and will be provided for in the District classified service calendar for the year. Each employee is entitled to the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Day, and Martin Luther King Day. In addition, Lincoln's Day, Washington's Day, Memorial Day, and Veterans' Day, in lieu of specified holidays, plus one day in lieu of Admissions Day are holidays granted which shall provide for at least three (3) three-day weekends.

2. Local Holidays

Classified employees are entitled to five (5) local holidays per year, four (4) to be calendared during the Christmas Holiday period and one (1) assigned by the District.

B. Vacations

1. Scheduling Process

A. Employees are encouraged to use all of their accrued vacation each year. To ensure equity and fairness to all employees and to foster mutual agreement on scheduling vacation days all permanent unit members shall submit a vacation request to his/her site principal or District administrator. The scheduling administrator shall respond within 30 calendar days.

1. For 10 and 11 month employees this vacation request shall be submitted by October 1<sup>st</sup> and include all the days scheduled to be taken, those to be paid off according to subsection 3 below, and any request for carryover into subsequent school year.

2. For 12 month employees this vacation request shall be submitted by May 1<sup>st</sup> and include all the accrued vacation days either as days to be taken or as carryover into the subsequent school year.
B. Only with District approval in writing may accrued vacation be carried over to the following fiscal year. Carry over vacation time must be used no later than the year following the one in which it was earned. The employee shall designate the use of this carryover vacation in his/her annual vacation request that is to be submitted by October 1st as outlined above.

C. The administration will provide the means for unit members to submit such vacation requests. Vacation time shall be granted during the year provided it is not disruptive to the operation of the District. Priority shall be given to vacation applications submitted on or before the deadlines noted above. Once the schedule is agreed upon, it is fixed unless mutually agreed otherwise. In fixing that schedule the district shall make every reasonable effort to accommodate the employee’s request. Any scheduling of days, including carryover, that cannot be mutually agreed upon by the administrator and the unit member shall be scheduled by the district.

2. **Vacation Accrual**

Commencing with the year of employment indicated below, each regular, full-time employee will earn vacation according to the following schedule:

<table>
<thead>
<tr>
<th>Ten-Month Employees</th>
<th>Eleven-Month Employees</th>
<th>Twelve-Month Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1-5 10 days per</td>
<td>Year 1-5 111 days per</td>
<td>Year 1-5 112 days per</td>
</tr>
<tr>
<td>Year 6-9 13 days per</td>
<td>Year 6-9 114 days per</td>
<td>Year 6-9 115 days per</td>
</tr>
<tr>
<td>Year 10-15 18 days per</td>
<td>Year 10-15 19 days per</td>
<td>Year 10-15 20 days per</td>
</tr>
<tr>
<td>Year 16+ 22 days per</td>
<td>Year 16+ 23 days per</td>
<td>Year 16+ 24 days per</td>
</tr>
</tbody>
</table>

For the purpose of this section, an employee must complete five (5) full years of service from the date of hire. The increased accrual rate will become effective on the first day of the month following the fifth anniversary date.

3. **Vacation Payoff**

Any unused accrued vacation will be paid off at the conclusion of the fiscal year in which it was earned for ten (10) month employees.
and in the following fiscal year for eleven (11) and twelve (12) month employees.

4. **Summer School Work**

Non-twelve month regular unit members shall accrue one day of vacation and one day of sick leave prorated by FTE for completing summer session classification work if that work falls outside of their work year. While sick leave may be used during summer school, vacation time may not be used during summer school. All summer school work is recognized as temporary employment by the Association for non-twelve month employees working outside of their regular work year.

C. **Sick Leave**

1. **Leave of Absence, Illness**

   All full-time regular employees will accrue sick leave at the rate of eight (8) hours sick leave per month of service. Such sick leave may be accrued from year to year without limit. For cause, stated in writing, any unit member who is absent by reason of illness or injury for more than five (5) consecutive days, or where a pattern of irregular attendance is evident, may be required to provide a licensed medical practitioner's statement specifying the illness or injury and/or the practitioner's statement of approval that the unit member is able to render full and complete service to the district. At its discretion and expense, the Board may also designate a licensed medical practitioner for the purpose of providing such a statement.

2. **Industrial Accident or Illness Leave**

   If an accident/illness is incurred during the course of an individual's employment, the individual is entitled to sixty (60) working days per year of industrial sickness leave without loss of pay, commencing the first day of absence on which the employee becomes so disabled. Payment for such days, when added to worker's compensation award, will not exceed the employee's regular daily wages. Such leave is not accumulated beyond a fiscal year.

3. **Extended Sick Leave**
In the event an employee exhausts his/her sick leave for an illness not connected with employment with the District, then the employee must use earned vacation time. At the expiration of all sick leave and all vacation time, during which period full pay is authorized, the employee enters a differential pay status. Under that condition the employee is entitled to the difference between the pay of a substitute (which shall not exceed the first step of the assigned range of the employee’s classification) and his/her base wage up to a maximum period of five (5) continuous months. The term "continuous" also covers a period where several absences arising from the same disability may be aggregated to total the five (5) months. The five (5) month period will take cognizance only of any legal holidays which may be within the five (5) month period.

4. Leave to Care for a Child, Parent, or Spouse/Domestic Partner

In any school year unit members may use up to a maximum of one half of the sick leave that is credited that year under section C, paragraph 1 above to attend to the illness of the unit member’s child, child of domestic partner, parent, or spouse/domestic partner. The provisions of section C.1 and Board Policies apply to a unit member’s use of sick leave to attend to an illness of the member’s child, parent, or spouse/domestic partner and are in addition to Personal Necessity Leave.

As used in this section, “Child” means a biological, foster, adopted child, a stepchild, a legal ward, a child of a domestic partner or a child of a person standing in loco parentis.

“Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (FMLA)(29 U.S.C. Section 2606, et seq.), the California Family Rights Act (CFRA)(Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave. Unit members should contact the personnel department for information about their specific rights under FMLA and CFRA laws.

5. Sick Leave Donation Program

On a case-by-case basis and with mutual agreement of the Association and the District, any employee may donate accumulated and unused eligible leave credits to another employee.
when that employee or a member of his or her family suffers from a catastrophic illness or injury.

Definitions

"Catastrophic illness" or "injury" means any illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and that incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because the employee has exhausted all accessible sick leave and other paid time off.

"Eligible leave credits" means sick leave accrued to the donating employee under Article VIII C 1 of this agreement. One (1) full day of eligible leave credit shall equal one day of usable leave to the receiving party.

"Family members" shall be as defined in Article VIII D. 1 of this agreement for bereavement leave.

Eligibility

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

The District determines that the employee is unable to work due to the employee's, or his or her family member's, catastrophic illness or injury.

The employee requesting donation of sick leave has exhausted all accessible accrued paid leave credits, including differential leave for classified employees, if the employee is requesting catastrophic leave for his/her illness or injury.

Procedure

An employee who wishes to receive the catastrophic illness benefit must request in writing to the Association and District that sick
leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.

Donations will be solicited by a joint announcement of the Association and District on behalf of an individual who meets the requirements for this benefit.

The employee who volunteers to donate sick leave must donate in minimum increments of one (1) full-time equivalent day of leave credit.

The maximum amount of time that the recipient employee may use donated leave credits shall not exceed twelve (12) consecutive months per illness, recurrence or injury. Donated leave credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.

An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.

Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. All transfers of eligible leave credits shall be irrevocable. However, any leave not used within twelve (12) months of donation, will revert to the donor(s).

The recipient shall be paid at her or his regular rate of pay.

The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements. Such rules and regulations will be submitted to the Association for review prior to implementation.

Any entitlement to family leave under the federal Family and Medical Leave Act and a California Family Rights Act will run concurrently with the leave created by donations.

If PERS determines that any provisions of this policy are inconsistent with PERS rules and regulations, the provision shall be re-opened for negotiations.
6. Pregnancy Disability Leave

A unit member may use sick leave and/or extended sick leave for disability due to pregnancy, childbirth, or related medical conditions, miscarriage, abortion, and recovery therefrom.

The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work, shall be determined by the unit member and the unit member’s physician.

Before returning to work from a pregnancy disability leave, the unit member shall obtain a “return to work” certification from her health care provider stating that she is able to resume her job duties.

Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following childbirth. Pregnancy disability leave shall not be granted to provide childcare.

7. Maternity/Paternity Leave

Up to a maximum of three (3) days not chargeable to any other type of leave shall be granted to a unit member at the time of the birth or adoption of a child.

8. Quarantine

In the case of official quarantine at the unit member’s place of residence, the unit member will be allowed full pay during the period of enforced quarantine even though this exceeds the unit member’s accumulated sick leave.

D. Bereavement Leave

An employee is entitled to three (3) days of bereavement leave or five (5) days (per death) if the employee must travel out of state due to the death of a member of the employee’s immediate family. This is to be without loss of pay and will not be charged to any other authorized absence.

1. Immediate Family
A member of the immediate family is defined as employee's spouse/domestic partner, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchild, sister, or brother of the employee or of the employee's spouse/domestic partner, and any relative living in the immediate household of the employee. Bereavement leave for other relationships not defined above may be authorized at the discretion of the superintendent or designee.

E. Jury Duty or Witness Service

An employee when called to jury duty or subpoenaed to appear as a witness shall serve without loss of pay. However, the per diem allowance will be reimbursed to the District. The employee may keep any mileage allowance authorized. Such leave is not chargeable to any other authorized absences.

F. Military Leave

A member of the Reserve or National Guard may serve his/her active duty or training as provided by law.

G. Conferences

Absence to attend a conference required by the district whose purpose is to enhance the employee's job performance is dependent upon District approval and is not chargeable to any other entitled absences. The employee is entitled to reimbursement for travel, registration, lodging, and meals while at the conference.

H. Personal Necessity Leave

1. Each unit member is authorized to use a maximum of seven (7) days of sick leave per school year for reasons which are personal, necessary, and cannot reasonably be disregarded by the unit member. Such leaves may not be used: (1) solely for an extension of a weekend, a school holiday, or a school recess period; (2) in lieu of vacation or holiday period; (3) for a recreational activity; (4) for an avocational interest or employment; (4) for a search for other employment; (6) for business of the Association; or (7) for any other instance deemed by the Superintendent not acceptable as personal necessity. Use of leave for this reason shall not exceed five (5%) of unit members at any one site on any scheduled work day.
2. Each unit member utilizing personal necessity leave shall be responsible for providing advance notice of at least two days when possible to his/her supervisor. In addition each unit member shall complete the absence report form verifying the leave was taken for personal necessity as defined above.

3. The District administration will not inquire into the specific reasons for use of personal necessity leave except upon reasonable suspicion of misuse. A unit member may be subject to disciplinary action up to and including loss of pay for days taken for misuse of personal necessity leave.

I. General Leave

1. Long Term

The District may grant a leave of absence without pay for a period of one (1) year for an employee to pursue appropriate training in new skills, or other reasons, if it determines the leave to be in the interest of the District. Leave may also be granted for child rearing purposes not to exceed six (6) months.

2. Short Term

An administrator may grant up to two (2) days leave upon request. Leaves in excess of two (2) days shall be approved by the Superintendent or designee. Such leaves will be without pay provided the employee has expended all accrued vacation time.

3. Part-time Employees

Part-time employees shall receive leaves and other benefits provided for under this Article on a pro rata basis according to the formula established in Article V, Section B, wherever such prorating is authorized by applicable law.

4. Fringe Benefits

Eligible employees on long-term leave may continue participation in the District's medical and dental program by paying the premium costs to the District Business Office on a quarterly basis. Premium payment for the first quarter shall be made within thirty (30) days prior to the effective commencement date of the leave granted. This is contingent upon carrier approval.
IV. HOURS

A. Workday

The normal working day is eight (8) hours duration. The starting time and ending time for the workday will be set by the administration as outlined below and can be changed at any time by mutual agreement. Additionally, starting and ending times for the work day may be modified by the supervisor or District Administrator to meet the demonstrated operational needs of the District during the normal workday by complying with the following terms:

1. One schedule change per unit member, per school year—either in the beginning of the school year or the beginning of second semester.
2. Notification to the member prior to the proposed change on or before June 1st for the beginning of the new fiscal year, or on or before November 15th for the second semester of the school year.

During an emergency, starting and ending times may be modified as needed by the supervisor or District Administrator.

Unit members who work more than three and one-half hours in a workday must be provided one fifteen minute rest period. For those working more than 4 hours in a day, an additional 15 minute break must be provided for each major fraction of additional four hours worked. For purposes of this agreement, any major fraction of additional four hours worked is defined as in excess of 2.5 hours. Lunchtime is not included in the authorized (8) hours. The times at which lunch or rest periods are authorized will be designated by the supervisor, as near the mid-point of the work shift as possible.

V. HEALTH AND WELFARE

A. General Information

1. For the duration of this Agreement, the District agrees to make available medical, dental, and vision programs. Any changes in carrier or levels of benefits included, except as mandated by the carrier, shall be made only upon mutual agreement of the parties during the term of this Agreement.

2. Any changes in plans provided under this section, including information as to when unit members may change coverage from
one plan to another, will be provided by written notice distributed to all work locations within three (3) weeks after the District receives notification from the carrier.

3. An open enrollment period, during which unit members may elect a benefit or change carriers, shall be provided each year. The open enrollment period and enrollment requirements shall be in keeping with carrier policies.

4. Part-time unit members shall be eligible to participate in the medical, dental, and vision programs per the terms of the contract with each carrier. The district contribution to the cost of the coverage elected shall be in the same proportion that the unit member’s contract bears to the district contribution for a full-time contract (e.g., for a unit member with a sixty percent (60%) assignment, the district shall contribute sixty percent (60%) of the district maximum contribution of the cost of programs in which he/she elects to participate).

5. A unit member may choose to be covered under the District's programs as either a prime subscriber or as a dependent but shall not be covered as both. However, the District shall not be obligated to cover married couples/domestic partners as prime subscribers in the same plan if to do so would cause additional cost to the District. Nothing in this provision shall result in a unit member receiving less benefits than he/she would otherwise be entitled to if he/she were the prime subscriber.

B. Cost Containment Committee

1. The federal Affordable Care Act will likely have an impact on the health care plan structures currently offered by the District. In lieu of the Cost Containment Committee for the 2013-14 school year and prior to the onset of negotiations noted below, the Association will participate with the District in a joint study committee on the impact of the Affordable Care Act. This committee will meet no later than September 30, 2014. This committee will report its findings and/or recommendations to the respective negotiating teams no later than January 15, 2014. In recognition that the “Grandfathered” status of the current plans will end on December 1, 2014, the District and the Association shall begin negotiations to address potential required changes no later than January 15, 2014 to be implemented in the 2014-15 plan year (December 2014 – November 2015).
2. A cost containment committee formed with participation of the district, the DTA and CSEA will review and monitor the health care needs of the district’s employees and the current trends in the health care industry.

The purpose of the committee is to provide a source for discussion of problems, needs and attributes of the current health care benefit package as well as possible modifications or improvements to the package. Mutually acceptable cost containment suggestions may be submitted to the Board and the Associations for appropriate action. The parties agree that suggestions approved by the Board and the Association may be implemented mid-term during this Agreement.

C. Death Benefits

In the event of the death of a unit member, his/her beneficiary named on the "Affidavit of Designation to Receive Warrants" shall be paid death benefit of one (1) month’s salary in addition to salary earned at the time of death. This benefit shall be paid within thirty (30) days of notification of the unit member’s death. The benefit will apply to all unit members who are on an approved leave from the District under Article VIII of the Collective Bargaining Agreement. Unit members who are on leave under the provisions of Article VIII, "General Leave," will not be entitled to the death benefit.

D. Retiree Health Benefit

The District will continue to offer eligible retirees health benefits pursuant to Governing Board Policy 4254.

1. Eligibility

There are three levels of coverage described below. Each of the eligibility criteria in a given level must be met by a unit member in order to be eligible for coverage at that level.

Level I – Ten (10) years of health benefit coverage or until age 65, or until the employee becomes eligible for another public health insurance program, whichever occurs earlier.

1. Be employed by the District on the effective date of retirement.
2. On the effective date of retirement from the district, according to the official records of the District, the unit member shall be at least 54 years, 6 months of age, but no more than 64 years of age.
age prior to the beginning of the fiscal year in which the program is commenced.

3. Have attained the age of 55 as of June 30, 2014 while working for the district and have completed 10 years of consecutive service in the District; or
   Have completed 20 years of consecutive service in the District as of June 30, 2014

4. Are eligible to participate in the District’s Health Plans and currently enrolled at the time of retirement.

5. The unit member must be eligible to retire under PERS and must actually retire under PERS before receiving this benefit.

Level II – Seven (7) years of health benefit coverage or until age 65, or until the employee becomes eligible for another public health insurance program, whichever occurs earlier.

1. Be employed by the District on the effective date of retirement.

2. On the effective date of retirement from the district, according to the official records of the District, the unit member shall be at least 54 years, 6 months of age, but no more than 64 years of age prior to the beginning of the fiscal year in which the program is commenced.

3. Have attained the age of 45 to 54 as of June 30, 2014 while working for the District and have completed 15 years of consecutive service in the District; or Have completed 12 years of consecutive service in the District as of June 30, 2014

4. Are eligible to participate in the District’s Health Plans and currently enrolled at the time of retirement.

5. The unit member must be eligible to retire under PERS and must actually retire under PERS before receiving this benefit.

Level III – Five (5) years of health benefit coverage or until age 65, or until the employee becomes eligible for another public health insurance program, whichever occurs earlier.

1. Be employed by the District on the effective date of retirement.

2. On the effective date of retirement from the district, according to the official records of the District, the unit member shall be at least 54 years, 6 months of age, but no more than 64 years of age prior to the beginning of the fiscal year in which the program is commenced.

3. Have attained the age of 45 to 54 as of June 30, 2014 while working for the District and have completed 15 years of consecutive service in the District; or Have completed 12 years of consecutive service in the District as of June 30, 2014

4. Are eligible to participate in the District’s Health Plans and currently enrolled at the time of retirement.

5. The unit member must be eligible to retire under PERS and must actually retire under PERS before receiving this benefit.
premiums as outlined below. If a unit member who has previously served at least half time enters the program as a full time participant due to increased hours, he/she must have served at least five (5) consecutive years immediately preceding entry into the program at full time status in order to qualify for full time coverage.

4. Are eligible to participate in the District’s Health Plans and currently enrolled at the time of retirement.

5. The unit member must be eligible to retire under PERS and must actually retire under PERS before receiving this benefit.

2. **District Health Plan Participation**

Immediately prior to retirement, the unit member must be participating in the District health plans selected under this article of the Negotiated Agreement. If retiree moves from the offered carriers’ service area as defined for active employees, the maximum contribution by the District consistent with other provisions of this Article shall not exceed that paid for an active employee.

3. **Terms And Conditions**

Eligible unit members may participate in the retiree health benefits program subject to the following terms and conditions:

1. **Length Of Participation**

   As defined D.1 above.

2. **District’s Premium Contribution**

   **Board Policy 4254** will be implemented so that the District will pay the same pro rata share of the retired unit member’s premium as the District was paying immediately before the unit member’s retirement.

3. **Availability Of Health Insurance From Another Employer**

   To participate in or continue to participate in the District program, a retired unit member must not be eligible for a health insurance program with substantially equivalent or better benefits provided by another employer.

   a. If a retired unit member discontinues participation in the program because the retiree is eligible for a health insurance program with substantially equivalent or better benefits provided by another employer and the retiree later loses that
other coverage, the retiree may reenroll in the District’s retiree health insurance program if the retiree does not experience a gap in health insurance coverage between the termination date of other employer’s health insurance program and the start of coverage under the District’s retiree health insurance program. The retiree is responsible for paying any premiums to maintain insurance coverage and avoid a gap in health insurance coverage.

b. If the retiree reenrolls in the District’s retiree health insurance plan after losing coverage through another employer, the District’s retiree benefit will extend for whatever remains of the original program length for the individual (10 years from date of PERS retirement or until the retiree reaches age 65, whichever occurs first).

VI. TRANSFER POLICIES

A. General Provisions

A transfer is a change of personnel within the same classification from school to school, school to district, or district to school. Transfers are made by the District in the best interest of the District and in accordance with the provisions of this article.

An involuntary transfer shall not be delayed during review of a grievance filed regarding the procedures set forth in these provisions.

When a permanent unit employee is transferred to a position which is the same salary range and classification, he or she shall retain the same salary placement and the same anniversary date.

B. Employee-Initiated Transfer

Seniority shall be one of the major factors considered in a voluntary transfer. A unit employee may request, in writing, a transfer within the same classification, as defined above, without prejudice to the employee. Such transfer request shall be valid during the current fiscal year unless rescinded in writing by the applicant. The employee’s supervisor at the time of the request may interview the employee regarding the desire to transfer.
C. Employer-Initiated Transfer

If a vacancy occurs in a given position, or if the District has needs, any employee who serves the same classification may be transferred based upon the needs of the efficient functioning of the District. Said transfer shall be at the discretion of the District.

Notice shall be given to the employees five (5) days prior to being transferred in order that the employees may have the opportunity to discuss the transfer with the appropriate supervisor or the Assistant Superintendent of Personnel.

D. Vacancies

Permanent vacancies shall be posted for a minimum of five (5) working days to allow interested members an opportunity to file applications. Employees with applications on file may request interviews through the personnel office. Interviews may be conducted during the posting period or may be scheduled within a reasonable period of time following the close of the announcement. It will be normal practice to interview all applicants, but the District may interview only those whom it considers most qualified. The District will make an effort to notify applicants eliminated within a reasonable time.

In order to be considered under these provisions for vacancies which are posted during leaves or vacation, employees must make themselves available for mailed notification and for interview. Any employee on leave shall have the right to have the designated unit representative apply on his/her behalf.

VII. SAFETY

A. Working Conditions/Responsibilities

The Board recognizes responsibility under CAL OSHA regulations to provide a safe working environment for unit members. Each employee also has personal responsibility for the cleanliness and safety of the employee's work station and equipment. All work will be performed in a safe manner. Should an employee identify a condition which appears to be unsafe, this employee will attempt to restore safety if it is within the employees' capabilities. In addition, it shall be the unit member's responsibility to report to the building principal, or designee, any observed unsafe conditions in the building, on school premises, or any facility being used for school-sponsored activities. The report shall be made orally to
the appropriate administrator as soon as the condition is recognized. A written report shall also be made within five (5) working days. A written response in the form of a work order shall be delivered to the unit member in the event the District deems the condition is in need of correction.

B. Physical Examinations

The District may require complete or special physical examinations, including psychiatric evaluation, at its discretion. The District will pay for all such examinations. The District will designate the licensed medical practitioner. If any other tests or examinations are needed by request of the District, the District will pay for this additional service.

VIII. EVALUATION PROCEDURES

A. Basic Philosophy

The purpose of this evaluation procedure is to provide a basis for individual employee's personal growth, both as an individual and in his/her position within the District.

B. Time of Evaluation

1. Probationary employees will be evaluated within three (3) months and at six (6) months after appointment. The purpose of these evaluations will be to determine the basis for appointing the probationary employee to permanent status. The evaluation in the sixth month may be the basis for extending the probationary period for an additional period of time not to exceed six (6) months. Probationary employees are not eligible to receive Merit Pay. Only regular, permanent employees who have completed one year of employment in the District are eligible to receive Merit Pay.

2. Each regular employee will be evaluated on the evaluation form provided by the District on an annual basis not later than May 15. Regular, permanent employees who are receiving Merit Pay 2 will be evaluated every other year. Upon qualification and application by a permanent unit member, the superintendent or designee may approve in writing the extension of the Merit Pay 2 evaluation cycle to 4 years. The extension of the cycle is at the discretion of the Superintendent/designee. To qualify, the applicant must be
receiving Merit Pay 2, have 10 years of service in the district, and must obtain the recommendation of the site administrator/evaluator. This extension of the evaluation cycle may be rescinded upon written request of either the unit member or the evaluator and the unit member will be returned to the regular cycle as prescribed above. This section does not preclude an unscheduled evaluation at any time at the discretion of the employee’s supervisor.

Employees hired after May 15th and who attain permanent status prior to January 1st shall receive an annual evaluation by the following May 15th and be eligible for Merit Pay.

3. The evaluator will be the employee’s designated administrator with input from the assigned personnel. The evaluation will be based upon the standards established by the parties and incorporated in the District evaluation form.

4. The evaluation will be rendered in writing on the performance evaluation report (P-115A for 3 month evaluation and P-115 for six month evaluation). Upon completion by the evaluator of the performance evaluation report a meeting will be scheduled between the employee and the evaluator at which time the performance evaluation report will be discussed. In an effort to ensure that the evaluation is based upon timely and accurate evidence, the evaluator will make a reasonable effort to provide a copy of the evaluation to the employee before the conference so that the employee can review for corrections and/or clarification. Upon conclusion of this conference, the employee will sign and date the performance evaluation report, making any comments thereon if he/she desires. Refusal to sign will be so noted and signed and dated by the evaluator. Corrections/revisions to the evaluation document as determined by the evaluator as a result of the conference may be incorporated into the final document and will be deemed as meeting the May 15 deadline in the event that the signature is delayed by the need to revise the document.

5. Whenever a unit member has been rated as not meeting District standards in any category on the evaluation form, the evaluator must specify a remediation plan on the form. Within three (3) months of the formal evaluation, the evaluator and employee must meet again regarding progress toward remediation. If the employee fails to meet District standards, the administrator will inform the employee that the remediation process will continue for an additional three months. At the end of that time, the District may move toward termination.
6. If the employee does not agree with the evaluation, the employee may, within ten (10) days of the conference, prepare a written statement detailing the matters in disagreement. This statement will be made an attachment to and filed with the performance evaluation report in the employee's personnel file.

7. The evaluation content or conclusions recorded on the performance evaluation report are not subject to the grievance procedure of Article XIV.

IX. REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGES

A. General Information

A district employee suffering a loss (theft or damage) to personal property that is exposed due to the necessity of his/her employment with the district shall be eligible to claim reimbursement of up to five hundred dollars ($500.00 per year. Examples of personal property damage or loss in this classification include money stolen from pocketbook in office or personal automobile damaged while used on district-approved field trip. Reimbursement under this policy is intended to cover or be applied to deductible portions of personal property insurance and under no circumstances shall an employee be eligible to receive like compensation from the district and insurance coverage. If a claim is determined to be reimbursable, payment will be made by the district when the employee presents a receipt or other acceptable evidence of replacement or repair costs.

In all matters regarding personal property, the employee is expected to exercise reasonable precautions and avoid negligence. Examples of negligence include leaving valuable items where they can be stolen, not locking cabinets or desks, or leaving automobiles unlocked. In cases of negligence, the district reserves the right to refuse to reimburse the employee under this policy for damage or theft.

In matters where the employee chooses to place a personal item in a precarious position, strictly for personal and not job-related reasons, the district will not reimburse the employee under this policy. Examples of this circumstance include the following: cover for car, camera in car, and tennis racket in office.
Not included in this policy is accidental damage to an automobile parked on school grounds except insofar as the damage is maliciously caused, e.g. tires slashed, or due to a school-related incident, e.g. baseball hitting windshield.

Damages occurring as a result of directed activities: Any unit member whose vehicle is damaged in the course of his/her employment shall have up to the amount of the deductible of his/her personal automobile insurance reimbursed.

1. Reimbursement shall equal the actual cost of the damage or $500.00, whichever is less.

2. The term "in the course of his/her employment" as used in this section shall mean when the unit member has been required to utilize their personal vehicle on any District business at the direction of any District official having the authority to give such a direction.

**B. Procedures for Reimbursement**

When an employee experiences a loss that meets the conditions described in the Agreement on Reimbursement for Personal Property Damages, he/she should follow these procedures.

1. Inform his/her administrative supervisor of the loss and the circumstances surrounding it. This should be done within one week of the date of the loss.

2. Write a request for reimbursement to the assistant superintendent of business services fully describing the loss and circumstances. Have the administrative supervisor sign the request indicating that he/she has reviewed the matter and has found the description to be accurately stated. This request should be made within two weeks of the incident.

3. Provide the associate superintendent of business services with a receipt of replacement or repair costs and, if appropriate, a copy of an insurance document or letter showing the amount of coverage and deductible. This material should be furnished within one month of the date of the incident.

4. If the associate superintendent of business services finds that the request and supportive documentation is in conformity with the provisions of the agreement, then the employee will be reimbursed.
APPENDIX A

Confidential Employee Salary Schedule
## 2014-15 CONFIDENTIAL SALARY SCHEDULE—HOURLY

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## 2014-15 CONFIDENTIAL SALARY SCHEDULE—MONTHLY

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*as of 7/1/14 (REVISED 1.035%)*
APPENDIX B

Evaluation Form P-115
## PERFORMANCE EVALUATION
Classified Personnel

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>3 Mon. Evaluation</th>
<th>Location Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>Employee Status: Probationary</td>
<td></td>
</tr>
</tbody>
</table>

### PLEASE CIRCLE RATING FOR EACH CATEGORY

3 Far Exceeds District Standards - 2 Exceeds District Standards - 1 Meets District Standards - R Does Not Meet District Standards

<table>
<thead>
<tr>
<th>Category</th>
<th>Rating</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of Work</td>
<td>3</td>
<td>Caring Environment: Sensitive and responsive to the needs of stakeholders (students, parents, public, and employees)</td>
</tr>
<tr>
<td>Job skill level</td>
<td>2</td>
<td>Ability to communicate a sense of caring to stakeholders</td>
</tr>
<tr>
<td>Accuracy, neatness, thoroughness</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Planning, organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ability to listen and communicate effectively</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Competence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity of Work</td>
<td>3</td>
<td>Continuous Improvement: Strives to improve personal effectiveness and skills</td>
</tr>
<tr>
<td>Volume of acceptable work</td>
<td>2</td>
<td>Makes valuable suggestions for organizational improvement</td>
</tr>
<tr>
<td>Extent to which deadlines are met</td>
<td>1</td>
<td>Identifies problems and offers solutions</td>
</tr>
<tr>
<td>Work Habits</td>
<td>3</td>
<td>Other e.g. special skills, unique contributions, loyalty, involvement in school community</td>
</tr>
<tr>
<td>Judgment, initiative</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Compliance with instructions, rules and regulations</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Attendance/punctuality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Works with limited supervision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriate appearance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamwork</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Dependability</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Accepts direction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contributes to creating positive work environment</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Adaptability, cooperation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COMMENTS:

EVALUATOR: (Evaluator’s Signature)  
Title  
Date

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. I also understand that this Performance Evaluation report will be placed in my personnel file within ten (10) days and that I may attach a written response.

EMPLOYEE SIGNATURE: ___________________________  DATE: ___________________________
### Performance Evaluation

**Employee Name**

**Position**

**Location:**

**Current Employee Status:** Temp, Prob, Permanent

**Current Merit Pay Status:** IA, IB, 2

**3 Mo. 6 Mo. Annual**

☐ If Unscheduled Report Check Here

---

**PLEASE CIRCLE RATING FOR EACH CATEGORY**

3 Exceeds District Standards - 2 Meets District Standards - 1 Meets District Standards - R Does Not Meet District Standards

<table>
<thead>
<tr>
<th>Category</th>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of Work</td>
<td></td>
<td>DESCRIBE CURRENT PERFORMANCE/GROWTH OPPORTUNITIES</td>
</tr>
<tr>
<td>☐ Job skill level</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>☐ Accuracy, neatness, thoroughness</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>☐ Planning, organization</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>☐ Ability to listen and communicate effectively</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>☐ Competence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity of Work</td>
<td>3</td>
<td>DESCRIBE CURRENT PERFORMANCE/GROWTH OPPORTUNITIES</td>
</tr>
<tr>
<td>☐ Volume of acceptable work</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>☐ Extent to which deadlines are met</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>☐ Competence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Habits</td>
<td>3</td>
<td>DESCRIBE CURRENT PERFORMANCE/GROWTH OPPORTUNITIES</td>
</tr>
<tr>
<td>☐ Judgment, initiative</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>☐ Compliance with instructions, rules and regulations</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>☐ Attendance/punctuality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Works with limited supervision</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>☐ Appropriate appearance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamwork</td>
<td>3</td>
<td>DESCRIBE CURRENT PERFORMANCE/GROWTH OPPORTUNITIES</td>
</tr>
<tr>
<td>☐ Dependability</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>☐ Accepts direction</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>☐ Contributes to creating positive work environment</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>☐ Adaptability, cooperation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caring Environment</td>
<td>3</td>
<td>DESCRIBE CURRENT PERFORMANCE/GROWTH OPPORTUNITIES</td>
</tr>
<tr>
<td>☐ Sensitive and responsive to the needs of stakeholders (students, parents, public, and employees)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>☐ Ability to communicate a sense of caring to stakeholders</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>☐ Collaboration</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>Continuous Improvement</td>
<td>3</td>
<td>DESCRIBE CURRENT PERFORMANCE/GROWTH OPPORTUNITIES</td>
</tr>
<tr>
<td>☐ Strives to improve personal effectiveness and skills</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>☐ Makes valuable suggestions for organizational improvement</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>☐ Identifies problems and offers solutions</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>Other (e.g. special skills, unique contributions, loyalty, involvement in school community)</td>
<td></td>
<td>DESCRIBE CURRENT PERFORMANCE/GROWTH OPPORTUNITIES</td>
</tr>
</tbody>
</table>
Optional Continuous Improvement Goals
List continuous improvement goals for next evaluation cycle (Completion alone does not form the basis for subsequent evaluations. District adopted performance standards will be used for evaluation.)

EMPLOYEE NAME:__________________________________________

PROBATIONARY ONLY: I DO_____ I DO NOT_____ RECOMMEND PERMANENT STATUS

______ REMEDIATION REQUIRED _______ MERIT PAY RECOMMENDED _______ MERIT PAY NOT RECOMMENDED

EVALUATOR’S COMMENTS:

REMEDIATION PLAN (For each area that receives a rating of "R"):  

IF 12 POINTS ACHIEVED AND MERIT PAY NOT RECOMMENDED, EXPLAIN:

EVALUATOR: (Evaluator’s Signature) Title Date

_____________________________________ ____________________________

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. I also understand that this Performance Evaluation report will be placed in my personnel file within ten (10) days and that I may attach a written response.

EMPLOYEE SIGNATURE:________________________________________ DATE:____________________

COMMENTS:

Distribution: Original - Personnel Copy - Supervisor Copy – Employee
APPENDIX C

Performance Standards
<table>
<thead>
<tr>
<th>Quality of Work</th>
<th>Does Not Meet Standards (R)</th>
<th>Meets Standards (1)</th>
<th>Exceeds District Standards (2)</th>
<th>Far Exceeds District Standards (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Skill Level Competence</td>
<td>Does not demonstrate skills required for job classification.</td>
<td>Consistently demonstrates skills necessary for job classification.</td>
<td>Exhibits skills beyond entry level required for job classification.</td>
<td>Exhibits skills beyond entry level required for job classification and shows initiative in the use of those skills.</td>
</tr>
<tr>
<td>Accuracy, Neatness, Thoroughness Planning, Organization</td>
<td>Work rarely requires correction.</td>
<td>Work product is above average and does not need correction.</td>
<td>Work product is above average and does not need correction.</td>
<td>Uses skills to add value to the product.</td>
</tr>
<tr>
<td>Ability to Listen and Communicate Effectively</td>
<td>Work is often incomplete.</td>
<td>Employee demonstrates good planning and organization.</td>
<td>Employee anticipates needs and plans accordingly.</td>
<td>Employee anticipates needs, plans accordingly and prepares for contingencies.</td>
</tr>
<tr>
<td></td>
<td>Employee demonstrates lack of planning and organization.</td>
<td>Does not require repetition of instruction.</td>
<td>Requires minimal instruction and adds insight to the conversation.</td>
<td>Is able to comprehend and articulate complex ideas and instructions.</td>
</tr>
<tr>
<td></td>
<td>Requires frequent repetition of instruction.</td>
<td>Is unable to convey necessary information.</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity of Work</th>
<th>Volume of Acceptable Work Extent to Which Deadlines Are Met</th>
<th>Time necessary to complete tasks is excessive. Deadlines are frequently missed.</th>
<th>Tasks are completed in a timely fashion and deadlines are met.</th>
<th>Work is frequently completed ahead of schedule.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Frequently produces more than expected. When tasks are completed ahead of schedule, takes initiative to request additional assignments.</td>
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</table>

<table>
<thead>
<tr>
<th>Work Habits</th>
<th>Judgment, Initiative Attendance/Punctuality Compliance with Instructions, Rules and Regulations Works With Limited Supervision Appropriate Appearance</th>
<th>Uses poor judgment. Rarely displays initiative. Does not follow instructions, rules and regulations. Frequently absent from duty station. Fails to observe prescribed work hours. Requires constant supervision. Does not recognize the importance of appearance.</th>
<th>Consistently uses good judgment. Does things without being told. Observes work hours and is at duty station as required. Follows all instructions, rules and regulations. Works with limited supervision appropriate to job classification. Recognizes the importance of appearance and dresses appropriately for the position.</th>
<th>Evaluates options in terms of consequences. Effectively applies new concepts and techniques. Requires less supervision than indicated in job classification.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<p>| Work Habits | Judgment, Initiative Attendance/Punctuality Compliance with Instructions, Rules and Regulations Works With Limited Supervision Appropriate Appearance | Uses poor judgment. Rarely displays initiative. Does not follow instructions, rules and regulations. Frequently absent from duty station. Fails to observe prescribed work hours. Requires constant supervision. Does not recognize the importance of appearance. | Consistently uses good judgment. Does things without being told. Observes work hours and is at duty station as required. Follows all instructions, rules and regulations. Works with limited supervision appropriate to job classification. Recognizes the importance of appearance and dresses appropriately for the position. | Evaluates options in terms of consequences. Effectively applies new concepts and techniques. Requires less supervision than indicated in job classification. | Exercises good judgement on behalf of others. Innovates and creates new and unique methods and procedures. Requires little or no supervision. |</p>
<table>
<thead>
<tr>
<th></th>
<th>Does Not Meet Standards (R)</th>
<th>Meets Standards (1)</th>
<th>Exceeds District Standards (2)</th>
<th>Far Exceeds District Standards (3)</th>
</tr>
</thead>
</table>
| **Teamwork**   | Dependability  
Accepts Direction  
Contributes to Creating Positive Work Environment  
Adaptability, Cooperation  
| Does not follow through on commitments.  
Does not accept directions or does so reluctantly.  
Undermines team effort to achieve goals.  
Actively resists change.  
Does not work well with others.  |
|                | Can be relied upon to meet team commitments.  
Accepts direction as a contributing member of the team.  
Attacks problems/not people.  
Adapts to change.  
Works well with others.  |
|                | Seeks direction and input to improve job performance.  
Actively engages in teambuilding activities and acts as role model for teamplayer.  
Accepts change willingly.  
Develops a strong working rapport with others.  |
|                | Seeks to prevent unproductive/inappropriate responses to problems.  
Understands his or her role within the team and actively participates in aiding the team to achieve goals.  
Excels in promoting cooperative team relationships.  |
| **Caring Environment** | Sensitive and Responsive To The Needs Of Students, Parents, Public and Employees Ability To Communicate A Sense Of Caring To Stakeholders  |
|                | Frequently displays insensitive responses to stakeholders.  |
|                | Is sensitive to the needs of our diverse stakeholders.  |
|                | Responses to stakeholders communicate sensitivity and a caring attitude.  |
|                | Develops and implements methods for improving team sensitivity to all stakeholders.  |
| **Continuous Improvement** | Strives To Improve Personal Effectiveness And Skills  
Makes Valuable Suggestions For Organizational Improvement  
Identifies Problems And Offers Solutions  |
|                | Does not strive to improve skills beyond entry level requirements.  
Does not make suggestions for organizational improvement.  
Rarely identifies problems or offers solutions.  |
|                | Consistently strives to improve personal skills.  
Identifies areas for organizational improvement.  
Identifies problems only.  |
|                | Acquires and utilizes new skills.  
Offers suggestions to improve organizational effectiveness.  
Identifies problems and offers solutions.  |
|                | Assists others in the acquisition of new skills.  
Develops and implements ideas for organizational improvement.  
Identifies problems, offers solutions and implements solutions.  |