

COLLECTIVE BARGAINING AGREEMENT

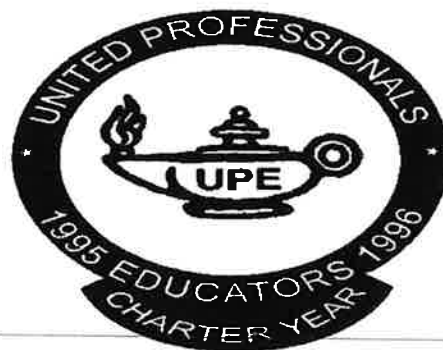
BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



AND

UNITED PROFESSIONAL EDUCATORS



EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

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Article 1

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as "Agreement," is made and entered into by and between United Professional Educators, hereinafter referred to as "UPE," and the Sacramento City Unified School District, hereinafter referred to as "District," pursuant to the Educational Employment Relations Act commencing with Section 3540 of the Government Code, hereinafter referred to as "EERA."

Article 2

RECOGNITION AND BARGAINING UNIT

In accordance with the Certification of Representative, identified as Case Number S-R-955, approved by the Public Employment Relations Board on December 5, 1994, the Sacramento City Unified School District (District) recognizes the United Professional Educators (UPE) as the exclusive representative of all the employees in the Unit set forth below:

Shall INCLUDE: Except as otherwise provided, all positions in the classifications Principal, Continuation High School; Principal, Elementary School; Principal, High School; Principal, Independent Study; Principal, K-8; Principal, Middle School; Program Coordinator, Homeless; Research Specialist; Administrator, Teaching and Learning; Dean, Secondary; Site Instruction Coordinator; Coordinator I, CAGiSM; Coordinator I, Instructional Technology; Coordinator II, Curriculum & Instruction—Mathematics; Coordinator II, SLC Cohost 8 Grant; Coordinator II, District Athletics; Coordinator II, Foster Youth Services; Coordinator II, GATE; Coordinator II, Library and Media Services; Coordinator II, Linked Learning; Coordinator II, New Teacher Induction Services; Coordinator II, Regional Occupational Program; Coordinator II, State and Federal; Coordinator II, Student Support Services; Coordinator III, Assessment and Evaluation; Coordinator III, Attendance Dropout Prevention & Recovery; Coordinator III, Behavior and Re-Entry; Coordinator III, Curriculum & Instruction—English Language Arts; Coordinator III, Equity, Access & Excellence; Director I, Federal and State Programs; Director I, Youth Development; Director II, Attendance, Dropout Prevention, and Recovery; Director II, Integrated Support Services; Director II, Multilingual Literacy; Director II, Social and Emotional Learning; Director II, Student Services/Alt Education; Principal, Elementary/Charter School; Principal, New Joseph Bonnheim; Principal, New Innovative Small High School; Principal, Basic Elementary School; Assistant Principal, High School; Assistant Principal, Middle School; Assistant Principal, K-8 School; Assistant Principal, Elementary School; Principal, High, SPS; Principal, Middle, SPS; Principal, K-8, SPS; Principal, Elementary, SPS; Assistant Principal, High, SPS; Assistant Principal, Middle, SPS; Assistant Principal, K-8, SPS; Assistant Principal, Elementary, SPS; Site Instructional Coordinator, SPS; Director II, Integrated Health and Support Services; Director I, Behavior and Re-Entry; Director I, Health Services; Coordinator III, Curriculum and Instruction Mathematics; Coordinator III, Curriculum and Instruction Science; Coordinator III, GATE and AP Programs; Coordinator II, Multilingual Literacy; Coordinator I, Visual and Performing Arts; Coordinator, Child Development Programs; Director 1, Behavior and Re-Entry; Director 1, Student Support, CARES Act; Coordinator 1, VAPA; Coordinator II, 504 and Educational Supports;

Director, Career Readiness & Master Scheduling; and Coordinator III,
New Teacher Services

Shall EXCLUDE all employees and positions not otherwise explicitly included in this agreement.

New related positions created by the District after December 5, 1994 shall be submitted to the parties for review as to inclusion in the Unit. Inclusion in the Unit shall be approved by mutual agreement of the parties. The parties agree that disputes pertaining to inclusion in the Unit will be forwarded to PERB and are not subject to the grievance procedure provided in this Agreement.

Article 3

ORGANIZATIONAL RIGHTS AND SECURITY

1. Organizational Rights.

- a. "UPE" shall be the sole organization allowed to represent employees in the Bargaining Unit in their employment relations with the "District".
- b. "UPE" shall have access at reasonable times to areas in which employees in the "Bargaining Unit" work.
- c. "UPE" shall have use of institutional bulletin boards subject to reasonable regulations.
- d. "UPE" shall have use of "District" mailboxes as allowed by the EERA.
- e. "UPE" shall have the right to use "District" facilities at reasonable times for purposes of meetings concerned with the exercise of rights guaranteed by the "EERA".
- f. "UPE" shall have the right to have a reasonable number of representatives receive reasonable periods of release time without loss of compensation when meeting and negotiating and for meetings and conferences with management to process grievances.
- g. Personnel file
 - i. The personnel file of each UPE member shall be maintained at the District Office in the Human Resources Department.
 - ii. Information of a derogatory nature shall not be entered into the personnel file of a unit member unless and until the unit member is given written notice and an opportunity to review and comment on the information. The unit member shall have the right to enter, and have attached to any derogatory statement, his or her own comments.
 - iii. Any unit member may inspect their personnel file by contacting the District's Human Resources Department and scheduling a time for review during regular business hours. Unit members do not have the right to inspect personnel records during a time in which they are actually required to render services to the District.
- h. Unit Member Transfers. The District reserves the right to transfer employees when it is in the District's best interest to do so. Employees who are transferred may request an explanation of the reason for the transfer. Upon such request, the District will provide a response. Such transfers shall not be for arbitrary or capricious reasons.

2. Notice.

Within forty-five (45) calendar days of the date the parties shall execute this Agreement, provide UPE written notice of the status of each employee in the unit, including with the

notice the name of each employee, his/her job classification title, his/her work location, and his/her date of employment into the unit.

Further, within forty-five (45) calendar days of an employee being employed into a position in the unit the District shall, provide UPE written notice of that employee's status, including with the notice the name of the employee, his/her job classification title, his/her work location, and his/her date of employment into the unit.

3. Payroll Deduction.

a. UPE Members – UPE Dues

Any unit member who is a member of UPE, or who has applied for membership, may sign and deliver to UPE a form authorizing deduction of membership dues. UPE shall provide the District with a list of unit members who have signed UPE's authorization form. Pursuant to such authorization, UPE dues shall be deducted from the salary or wages of UPE members in the unit, in equal monthly installments, September through June each fiscal year (July 1 through June 30), in amounts required by UPE.

b. Payment of Monies Deducted

The District shall pay UPE all monies deducted from the salary or wages of employees in the unit for UPE dues within thirty (30) calendar days of the money being deducted, and such dues shall be paid by separate checks (collective amounts), accompanied by a list of the names of the UPE members from whom the money was deducted and the amount deducted from each.

c. Fulfillment of Provisions.

UPE agrees to furnish any information needed by the District to fulfill the provisions of this Article. The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with UPE to do so) is the sole responsibility of UPE. Unit members who have questions about membership in UPE shall be referred to the UPE.

d. Indemnity/Hold-Harmless.

UPE agrees to indemnify and hold the District harmless against any and all liabilities (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to the District's compliance or attempted compliance with either this Agreement or relating to the conduct of UPE in administering this Agreement, UPE shall have the right to determine and decide all matters relating to settlement and conduct of the litigation. In no case shall District funds be involved in any remedy relating to dues deductions. Any underpayments to UPE resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to UPE resulting from excessive

deductions shall be remedied either by refund from UPE to the affected employee(s) or by a credit against future payments by the affected employee(s).

4. Other.

The above rights shall be subject to reasonable regulation, but the regulation shall not impair those rights guaranteed by the EERA.

Article 4

GRIEVANCE PROCEDURE

a. Definitions:

1. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board or by the administrative regulations and procedures of the District are not within the scope of this procedure.
2. A "grievant" is a member of the Unit covered by this Agreement who files a grievance, or the UPE in the case of violations of UPE rights.
3. A "day" is any day in which the administrative offices of the District are open for business.
4. The "immediate manager" is the lowest level administrator having immediate jurisdiction over the grievance and/or issue who has been designated to adjust grievances.

b. Informal Level:

Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with his/her immediate manager or the Area Administrator.

c. Formal Level:

1. Level I

- (a) Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance or thirty (30) days after the date the grievant should have reasonably known of the act or omission, the grievant must present his/her grievance on the appropriate form to his/her immediate manager or the Area Administrator.
- (b) This statement shall be a clear, concise statement of the grievance, the circumstances involved the contract article and section violated, the decision, if any rendered at the informal conference, and the specific remedy sought.
- (c) The immediate manager or Area Administrator shall communicate his/her decision to the Unit member in writing within ten (10) days after receiving the grievance. If the immediate manager or Area Administrator does not respond within the time limits, the grievant may appeal to the next level.

2. Level II

- (a) If the grievant is not satisfied with the decision at Level I, he/she may within ten- (10) day's appeal the decision on the appropriate form to the Superintendent or designee. The Statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
- (b) The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.
- (c) The grievant, District and UPE may agree to process the grievance through mediation or through an interest-based problem resolution process. In this case, they will agree in writing and specify the timeline for appeal to the next level.

3. Level III

- (a) If the grievant is not satisfied with the decision at Level II, he/she may within five (5) days submit a request in writing to the Superintendent for arbitration of the dispute. Such request must be agreed to in writing by the UPE.
- (b) The UPE and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- (c) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the UPE. All other expenses shall be borne by the party incurring them.
- (d) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- (e) The arbitrator shall have no power to: 1. add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District; 2. establish, modify, or alter the salary structure; 3. take action on any claim for which there is another remedial procedure or course established by law or regulation; 4. review, modify, or alter the evaluation of members of the unit except for alleged violations of procedural matters; 5. act on any claim for tenure or wrongful termination; 6. change Board policy or regulation; or 7. act on matters within the jurisdiction of state or federal agencies such as EEOC, DFEH, PERB, and OSHA.

(f) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be binding to the parties.

d. Miscellaneous

1. The time limits set forth in this Article may be extended by mutual consent.
2. The grievant shall have the right to process his/her grievance with representation by the UPE and also shall have the right to process his/her own grievance without the intervention of the UPE.
3. The parties may mutually agree to accelerate the grievance procedure by proceeding to expedite arbitration.
4. A grievance presented by an employee in the "Bargaining Unit" without intervention by "UPE" may be resolved by the "District" only prior to Arbitration as described in Article 4, Grievance Procedure, of this "Agreement". Such resolution may be made only to the extent that it is not inconsistent with the terms of this "Agreement".

Article 5

EVALUATION OF WORK PERFORMANCE

A. Introduction:

SCUSD recognizes that leadership is an essential component of school success. Successful leadership cannot be reduced to a single style or element. Leadership involves many disparate and related skills that must be developed over time. Successful educational leaders are able to determine both their leadership strengths and where they need to develop additional skills. They understand how to adapt their leadership for the context, people, and situations they encounter as a specific point in time. They are able to reflect on their beliefs, data, choices and the results of their actions, using these reflections to determine subsequent choices and actions likely to result in productive outcomes.

The evaluation process is intended to be collaborative between the leader and his/her supervisor. This approach reinforces an intentional culture of high achievement, continuous improvement and mutual accountability which increases the opportunity and the capacity of employees to make a difference for student learning. The evaluation process is a tool for assessing a leader's skills, recognizing areas of strength and seeking opportunities for improvement.

B. Operating Principles:

1. To align with the California Professional Standards for Education Leaders (CPSELs)
 - a. Development and Implementation of a Shared Vision
 - b. Instructional Leadership
 - c. Management and Learning Environment
 - d. Family and Community Engagement
 - e. Ethics and Integrity
 - f. External Context and Policy
2. To acknowledge strengths and improve performance
3. To connect academic, social, emotional and developmental growth for all students in the building/system.
4. To recognize the importance of a leader's role in improving the culture of the learning community.
5. To build systemic commitment to increasing student achievement by improving adult practice through a process of setting mission-aligned goals.
6. To ensure that all leaders are accountable for our own performance.

C. Evaluation Instrument

The evaluation instrument to be used for all United Professional Educators is described in Appendix "A" attached hereto and incorporated by reference as part of the "Agreement".

The evaluation instrument is based on the California Professional Standards for Education Leaders (CPSELs). The Superintendent or designee will identify one (1) standard and corresponding element for which all leaders shall be evaluated. The evaluatee and evaluator shall collaboratively identify an element within each of the remaining five (5) standards during the Pre-Evaluation Conference.

D. Sequence of Evaluation

1. New Administrators shall be evaluated for the first two years of employment. Administrators with the district longer than 2 years are evaluated every other year based on the last digit of their social security number.
2. Effect of Transfer or Reassignment: If an administrator is assigned to a different job classification he/she shall be evaluated during the first school year he/she holds the new position, then at least every two (2) years thereafter while in that same position.
3. Non-evaluation Years: The parties agree that in non-evaluation years, an informal feedback, coaching, recognition, and support process will be utilized between the administrator and the immediate supervisor based on CPSELs.

E. Evaluation Timeline and Procedure:

Action and Timeline	Description
Pre- Evaluation Conferences Pre- evaluation conference will be held by September 30th, or within 15 days of the employee's start date.	The evaluator shall review with the administrator being evaluated all contract procedures and associated relevant material, including the evaluation schedule, and instrument that will be used in evaluating the administrator's work performance; a copy of all such material shall be provided to the administrator at this meeting by the evaluator.
Mid-Year Progress Conference At least one (1) mid-year conference will occur to address the progress of the evaluation.	Mid-Year Progress shall be captured within the evaluation instrument, Appendix A.

<p>Transmission of Evaluation</p> <p>The administrator being evaluated shall be provided (transmission) the summative (final) evaluation not later than thirty (30) calendar days before the last school day of the school calendar in which he/she is being evaluated (this shall be applied to all UPE members.)</p>	<p>Evaluation Contents</p> <p>The evaluation shall include commendations as appropriate. The evaluation shall also include recommendations, if necessary, as to areas of improvement in the performance of the administrator. In the event an administrator is not performing his/her duties in a satisfactory manner according to the standards prescribed, the evaluation shall include such facts and describe the unsatisfactory performance.</p>
<p>Final Conference</p> <p>The evaluation shall be finalized by the last day of the employee's contract.</p>	<ol style="list-style-type: none"> 1. The evaluator shall review the evaluation with the administrator. 2. The administrator being evaluated shall have the opportunity to have a thorough discussion with and provide the evaluator information in support of his/her (administrator's) position on the basis, conclusions, and ratings of the evaluator. 3. Once the requirements of (1) and (2) are completed, the evaluator may modify the evaluation. The administrator may submit a written response.

F. Professional Improvement Plan

In the case of an evaluation that contains two (2) or more "Does not Meet Standard" markings, the evaluator and evaluatee shall collaboratively develop a plan for improvement in the evaluation's identified standard(s)/element(s) areas. The Professional Improvement Plan shall include specific suggestions within each area of improvement in the administrator's performance, along with a timeline, and the evaluator shall assist the administrator in such performance. The goal of the Improvement Plan is to show improvement in said standard(s)/element(s) and exit the Improvement Plan cycle. An end of year recommendation to continue with the Improvement Plan, and an end of year recommendation to continue employment within the district shall be made depending upon the results of the improvement plan.

- If the recommendation is to continue with the Improvement Plan, because that standard/element did not show improvement, that standard/element's strategies and action plan will be embedded in that same standard/element of the following year's evaluation to continue focus and support.
- If the recommendation is to not continue employment within the district, because sufficient progress has not been made, the administrator may be recommended for release.

A Professional Improvement Plan may also be initiated in a non-evaluative year when deficiencies are evident.

G. Appeal Process

Violations of this article are subject to the Grievance Procedure Article 4; however, where disciplinary hearings are required by law, the issue will be presented to the hearing officer or panel.

Where mutual agreement is required and cannot be agreed, the parties will make a reasonable effort to reach consensus. If no agreement can be reached, the administrator being evaluated may note the disagreement on the evaluation instrument.

H. Compliance with the Education Code and Other Laws

Nothing in this Article shall supersede procedures and employment protections contained in the Education Code and other laws. Notwithstanding the provisions of this Agreement, any evaluations necessary to comply with Education Code requirements must be completed.



MANAGEMENT EVALUATION INSTRUMENT

EVALUATEE _____ SCHOOL _____	_____ (date) Pre Evaluation Conference
POSITION _____ EVALUATOR _____	_____ (date) Mid Year Conference
	_____ (date) Final Conference

STANDARD 1: DEVELOPMENT AND IMPLEMENTATION OF A SHARED VISION				
<i>Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.</i>				
ELEMENT 1A Student-Centered Vision Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
EXAMPLE INDICATORS 1A-1 Advance support for the academic, linguistic, cultural, social-emotional, behavioral, and physical development of each learner. 1A-2 Cultivate multiple learning opportunities and support systems that build on student assets and address student needs. 1A-3 Address achievement and opportunity disparities between student groups, with attention to those with special needs; cultural, racial, and linguistic differences; and disadvantaged socio-economic backgrounds. 1A-4 Emphasize the expectation that all students will meet content and performance standards.				
Evaluatee's Self Reflections on Mid Year Progress: 				
Evaluator's Mid Year Progress Comments: 				

Evaluatee's Self Reflections for Final/End of Year Comments:				
Evaluator's Final/End of Year Comments:				
ELEMENT 1B Developing Shared Vision Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
EXAMPLE INDICATORS				
1B-1 Embrace diverse perspectives and craft consensus about the vision and goals. 1B-2 Communicate the vision so the staff and school community understands it and uses it for decision-making. 1B-3 Build shared accountability to achieve the vision by distributing leadership roles and responsibilities among staff and community. 1B-4 Align the vision and goals with local, state, and federal education laws and regulations.				
Evaluatee's Self Reflections on Mid Year Progress:				
Evaluator's Mid Year Progress Comments:				
Evaluatee's Self Reflections for Final/End of Year Comments:				
Evaluator's Final/End of Year Comments:				

ELEMENT 1C Vision Planning and Implementation Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
EXAMPLE INDICATORS				
1C-1 Include all stakeholders in a process of continuous improvement (reflection, revision, and modification) based on the systematic review of evidence and progress. 1C-2 Use evidence (including, but not limited to student achievement, attendance, behavior and school climate data, research, and best practices) to shape and revise plans, programs, and activities that advance the vision. 1C-3 Marshal, equitably allocate, and efficiently use human, fiscal, and technological resources aligned with the vision of learning for all students.				

Evaluatee's Self Reflections on Mid Year Progress:

Evaluator's Mid Year Progress Comments:

Evaluatee's Self Reflections for Final/End of Year Comments:

Evaluator's Final/End of Year Comments:

ELEMENT 2A Professional Learning Culture	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders promote a culture in which staff engage in individual and collective professional learning that results in their continuous improvement and high performance.				

EXAMPLE INDICATORS

2A-1 Establish coherent, research-based professional learning aligned with organizational vision and goals for educator and student growth.

2A-2 Promote professional learning plans that focus on real situations and specific needs related to increasing the learning and well-being of all staff and students.

2A-3 Capitalize on the diverse experience and abilities of staff to plan, implement, and assess professional learning.

2A-4 Strengthen staff trust, shared responsibility, and leadership by instituting structures and processes that promote collaborative inquiry and problem solving.

Evaluatee's Self Reflections on Mid Year Progress:

Evaluator's Mid Year Progress Comments:

Evaluatee's Self Reflections for Final/End of Year Comments:

Evaluator's Final/End of Year Comments:

ELEMENT 2B Curriculum and Instruction	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders guide and support the implementation of standards based curriculum, instruction, and assessments that address student expectations and outcomes.				

EXAMPLE INDICATORS

2B-1 Develop a shared understanding of adopted standards-based curriculum that reflects student content and performance expectations.

2B-2 Promote and monitor the use of state frameworks and guides that offer evidence-based instructional and support strategies to increase learning for diverse student assets and needs.

<p>2B-3 Provide access to a variety of resources that are needed for the effective instruction and differentiated support of all students.</p> <p>2B-4 Guide and monitor the alignment of curriculum, instruction, assessment, and professional practice.</p>
<p>Evaluatee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>
<p>Evaluatee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>

ELEMENT 2C Assessment and Accountability	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes and student learning.				
EXAMPLE INDICATORS				
2C-1 Define clear purposes, goals, and working agreements for collecting and sharing information about professional practice and student outcomes.				
2C-2 Guide staff and the community in regular disaggregation and analysis of local and state student assessment results and program data.				
2C-3 Use information from a variety of sources to guide program and professional learning planning, implementation, and revisions.				
2C-4 Use professional expectations and standards to guide, monitor, support, and supervise to improve teaching and learning.				
2C-5 Apply a variety of tools and technology to gather feedback, organize and analyze multiple data sources, and monitor student progress directed toward improving teaching and learning.				
<p>Evaluatee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>				
<p>Evaluatee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>				

ELEMENT 9A Operations and Facilities	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders provide and oversee a functional, safe, and				

clean learning environment.				
<p>EXAMPLE INDICATORS</p> <p>3A-1 Systematically review the physical plant and grounds to ensure that they are safe, meet Americans with Disabilities Act (ADA) requirements, and comply with conditions that support accessibility for all students.</p> <p>3A-2 Collaborate with the district to monitor and maintain student services (e.g., food, transportation) that contribute to student learning, health and welfare.</p> <p>3A-3 Manage the acquisition, distribution, and maintenance of equipment, materials, and technology needed to meet the academic, linguistic, cultural, social-emotional, and physical requirements of students.</p> <p>3A-4 Work with stakeholders and experts to plan and implement emergency and risk management procedures for individuals and the site.</p>				
<p>Evaluatee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>				
<p>Evaluatee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>				

ELEMENT 3B Plans and Procedures	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.				
<p>EXAMPLE INDICATORS</p> <p>3B-1 Develop schedules and assign placements that are student-centered and maximize instructional time and staff collaboration.</p> <p>3B-2 Manage legal and contractual agreements and storage of confidential records (both paper and electronic) to ensure student security and confidentiality.</p> <p>3B-3 Set clear working agreements that support sharing problems, practices, and results within a safe and supportive environment.</p> <p>3B-4 Engage stakeholders in using problem-solving and decision-making processes and distributed leadership to develop, monitor, evaluate, and revise plans and programs.</p>				
<p>Evaluatee's Self Reflections on Mid Year Progress:</p> 				
<p>Evaluator's Mid Year Progress Comments:</p>				

Evaluattee's Self Reflections for Final/End of Year Comments:

Evaluator's Final/End of Year Comments:

ELEMENT 3C Climate	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.				

EXAMPLE INDICATORS

3C-1 Strengthen school climate through participation, engagement, connection, and a sense of belonging among all students and staff.

3C-2 Implement a positive and equitable student responsibility and behavior system with teaching, intervention and prevention strategies and protocols that are clear, fair, incremental, restorative, culturally responsive, and celebrate student and school achievement.

3C-3 Consistently monitor, review, and respond to attendance, disciplinary, and other relevant data to improve school climate and student engagement and ensure that management practices are free from bias and equitably applied to all students.

Evaluattee's Self Reflections on Mid Year Progress:

Evaluator's Mid Year Progress Comments:

Evaluattee's Self Reflections for Final/End of Year Comments:

Evaluator's Final/End of Year Comments:

ELEMENT 3D Fiscal and Human Resources	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.				

EXAMPLE INDICATORS

3D-1 Provide a clear rationale for decisions and distribute resources equitably to advance a shared vision and goals focused on the needs of all students.

3D-2 Work with the district and school community to focus on both short- and long-term fiscal management. **3D-3** Actively direct staff hiring and placement to match staff capacity with student academic and support goals. **3D-4** Engage staff in professional learning and formative assessments with specific feedback for continuous growth.

3D-5 Conduct personnel evaluations to improve teaching and learning, in keeping with district and state policies.

3D-6 Establish and monitor expectations for staff behavior and performance, recognizing positive results and responding to poor performance and/or inappropriate or illegal behavior directly and in a timely and systematic manner.

<p>Evaluatee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>
<p>Evaluatee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>

<p>STANDARD 4: FAMILY AND COMMUNITY ENGAGEMENT</p> <p><i>Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.</i></p>

ELEMENT 4A Parent and Family Engagement	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
<p>Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.</p>				
<p>EXAMPLE INDICATORS</p> <p>4A-1 Establish a welcoming environment for family participation and education by recognizing and respecting diverse family goals and aspirations for students.</p> <p>4A-2 Follow guidelines for communication and participation established in federal and state mandates, district policies, and legal agreements.</p> <p>4A-3 Solicit input from and communicate regularly with all parents and families in ways that are accessible and understandable.</p> <p>4A-4 Engage families with staff to establish academic programs and supports that address individual and collective student assets and needs.</p> <p>4A-5 Facilitate a reciprocal relationship with families that encourages them to assist the school and to participate in opportunities that extend their capacity to support students.</p>				
<p>Evaluatee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>				
<p>Evaluatee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>				

ELEMENT 4B Community Partnerships	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
<p>Leaders establish</p>				

community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career. .				
<p>EXAMPLE INDICATORS</p> <p>4B-1 Incorporate information about family and community expectations and needs into decision-making and activities.</p> <p>4B-2 Share leadership responsibility by establishing community, business, institutional, and civic partnerships that invest in and support the vision and goals.</p> <p>4B-3 Treat all stakeholder groups with fairness and respect, and work to bring consensus on key issues that affect student learning and well-being.</p> <p>4B-4 Participate in local activities that engage staff and community members in communicating school successes to the broader community.</p>				
<p>Evaluatee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>				
<p>Evaluatee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>				

ELEMENT 4C Community Resources and Services	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
Leaders leverage and integrate community resources and services to meet the varied needs of all students.				
<p>EXAMPLE INDICATORS</p> <p>4C-1 Seek out and collaborate with community programs and services that assist students who need academic, mental health, linguistic, cultural, social-emotional, physical, or other support to succeed in school.</p> <p>4C-2 Build mutually beneficial relationships with external organizations to coordinate the use of school and community facilities.</p> <p>4C-3 Work with community emergency and welfare agencies to develop positive relationships.</p> <p>4C-4 Secure community support to sustain existing resources and add new resources that address emerging student needs.</p>				
<p>Evaluatee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>				
<p>Evaluatee's Self Reflections for Final/End of Year Comments:</p> 				

Evaluator's Final/End of Year Comments:

ELEMENT 5A Reflective Practice Leaders act upon a personal code of ethics that requires continuous reflection and learning.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD

EXAMPLE INDICATORS

5A-1 Examine personal assumptions, values, and beliefs to address students' various academic, linguistic, cultural, social-emotional, physical, and economic assets & needs, and promote equitable practices and access appropriate resources.

5A-2 Reflect on areas for improvement and take responsibility for change and growth.

5A-3 Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen their ability to lead.

5A-4 Continuously improve cultural proficiency skills and competency in curriculum, instruction, and assessment for all learners.

5A-5 Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities.

Evaluatee's Self Reflections on Mid Year Progress:

Evaluator's Mid Year Progress Comments:

Evaluatee's Self Reflections for Final/End of Year Comments:

Evaluator's Final/End of Year Comments:

ELEMENT 5B Ethical Decision-Making Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD

EXAMPLE INDICATORS

5B-1 Consider and evaluate the potential moral and legal consequences of decisions.

5B-2 Review multiple measures of data and research on effective teaching and learning, leadership, management practices, equity, and other pertinent areas to inform decision making.

5B-3 Identify personal and institutional biases and remove barriers that derive from economic, social-emotional, racial, linguistic, cultural, physical, gender-based, or other sources of educational disadvantage or discrimination.

5B-4 Commit to making difficult decisions in service of equitable outcomes for students, staff, and the school community.

<p>Evaluattee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>
<p>Evaluattee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>

ELEMENT 5C Ethical Action	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
<p>Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication, necessary to consistently make fair and equitable decisions on behalf of all students.</p>				
<p>EXAMPLE INDICATORS</p> <p>5C-1 Communicate expectations and support for professional behavior that reflects ethics, integrity, justice, and equity.</p> <p>5C-2 Use a variety of strategies to lead others in safely examining personal assumptions and respectfully challenge beliefs that negatively affect improving teaching and learning for all students.</p> <p>5C-3 Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior.</p> <p>5C-4 Protect the rights and appropriate confidentiality of students, staff, and families.</p> <p>5C-5 Promote understanding and follow the legal, social, and ethical use of technology among all members of the school community.</p>				
<p>Evaluattee's Self Reflections on Mid Year Progress:</p> <p>Evaluator's Mid Year Progress Comments:</p>				
<p>Evaluattee's Self Reflections for Final/End of Year Comments:</p> <p>Evaluator's Final/End of Year Comments:</p>				

ELEMENT 6A Understanding and Communicating Policy Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD

EXAMPLE INDICATORS

- 6A-1** Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.
- 6A-2** Understand and can explain the roles of school leaders, boards of education, legislators, and other key stakeholders in making education policy.
- 6A-3** Welcome and facilitate conversations with the local community about how to improve learning and achievement for all students, including English Learners and students needing additional support.
- 6A-4** Facilitate discussions with the public about federal, state, and local laws, policies, regulations, and statutory requirements affecting continuous improvement of educational programs and outcomes.
- 6A-5** Work with local leaders to assess, analyze, and anticipate emerging trends and initiatives and their impact on education.

Evaluatee's Self Reflections on Mid Year Progress:

Evaluator's Mid Year Progress Comments:

Evaluatee's Self Reflections for Final/End of Year Comments:

Evaluator's Final/End of Year Comments:

ELEMENT 6B Professional Influence Leaders use their understanding of social, cultural, economic, legal and political contexts to shape policies that lead to all students to graduate ready for college and career.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD

EXAMPLE INDICATORS

- 6B-1** Advocate for equity and adequacy in providing for students' and families' educational, linguistic, cultural, social-emotional, legal, physical, and economic needs, so every student can meet education expectations and goals.
- 6B-2** Support public policies and administrative procedures that provide for present and future needs of all children and families and improve equity and excellence in education.
- 6B-3** Promote public policies that ensure the equitable distribution of resources and support services for all students.

Evaluatee's Self Reflections on Mid Year Progress:				
Evaluator's Mid Year Progress Comments:				
Evaluatee's Self Reflections for Final/End of Year Comments:				
Evaluator's Final/End of Year Comments:				
ELEMENT 6C Policy Engagement Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.	DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
EXAMPLE INDICATORS				
6C-1 Work with the governing board, district and local leaders to influence policies that benefit students and support the improvement of teaching and learning.				
6C-2 Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education.				
6C-3 Collaborate with community leaders and stakeholders with specialized expertise to inform district and school planning, policies, and programs that respond to cultural, economic, social, and other emerging issues.				
Evaluatee's Self Reflections on Mid Year Progress:				
Evaluator's Mid Year Progress Comments:				
Evaluatee's Self Reflections for Final/End of Year Comments:				
Evaluator's Final/End of Year Comments:				

Overall Evaluation Comments:			
DISTINGUISHED	PROFICIENT	EMERGING STANDARD	DOES NOT MEET STANDARD
		Improvement Plan Attached	Improvement Plan Required

Evaluatee's Signature _____ Date _____

Evaluatee's Printed Name _____

Evaluator's Signature _____ Date _____

Evaluator's Printed Name _____

Management Evaluation Instrument Rubric

CPSEL STANDARD 1: Development and Implementation of a Shared Vision

Distinguished: The leader makes use of the site vision to maintain school wide focus on equitable student achievement to high academic and social standards and sustained progress toward meeting those standards. The leader uses the vision to forge and sustain cohesion among the staff as well as between the school and the larger community. She or he establishes and maintains a process for appropriate review and revision of the vision that involves all key school constituencies.

Proficient: The leader facilitates and guides a collaborative process of dialogue that generates a site vision for which there is broad consensus. The leader ensures that the vision reflects the needs and strengths of the student population, that it is congruent with state and district standards, and that it is grounded in principles of equity and high expectations. She or he has begun linking the vision to ongoing teaching and learning activities.

Emerging Standard: The leader establishes and implements a structured process for engaging faculty and community members in dialogue to create a site vision. She or he facilitates participants in examining standards, considering data/information about students, and identifying desired outcomes. The leader ensures that decisions about the vision are informed by principles of equity and reflect the needs/input of key constituencies. She or he identifies stakeholders who are not engaged in the process and actively seeks their involvement.

Does Not Meet Standard: While the leader is aware of the potential of vision, activities toward the development and use of a site vision are in preliminary stages. The leader may have begun the process of engaging faculty and community members in initial dialogue about the importance of site vision. She or he may have begun to introduce the concepts of high standards, equity, and the unique characteristics of the student population into site meetings. She or he initiates activities to bring all stakeholders into the discussion.

CPSEL STANDARD 2: Instructional Leadership

Distinguished: The leader ensures that all instructional subsystems (e.g. instructional materials, pedagogy, assessment, use of technology) are designed and aligned to facilitate the achievement of high standards and closing the achievement gap. The leader works with faculty to articulate and extend understanding of standards-based teaching and learning and uses this knowledge to develop and improve the instructional program at the site. She or he ensures that faculty demonstrate a responsive stance toward the results of the core instructional work of the school. The leader facilitates professional dialogue at the site so that individual teachers and the faculty as a whole are engaged in ongoing articulation, testing, and refinement of their understanding of relationships between instructional practices and student learning results and use this understanding to make positive changes in their practice

Proficient: The leader works with faculty to articulate and extend understanding of standards-based teaching and learning and to use this knowledge to develop and improve the instructional program at the site. The leader's actions ensure a focus on achieving high standards and on closing the achievement gap between subgroups of students. She or he ensures that decisions about instructional schedules, materials, pedagogy, and assessment are responsive to student needs and to state and district learning expectations. She or he supports faculty in using data and other relevant information, supported by the appropriate use of technology, to monitor and adjust instruction.

Emerging Standard: The leader engages faculty in dialogue around the instructional program, with a focus on standards and on site data. She or he guides staff in using data to identify areas needing improvement, to set goals in these areas, and to identify and implement strategies for achieving those goals. The leader's communication with staff emphasizes the importance of supporting all students in achieving high standards and supports staff in considering and responding to the range of needs represented in the students population.

Does Not Meet Standard: The leader recognizes the centrality of her or his role in guiding the instructional program. She or he uses data about student learning to identify areas of strength in the instructional program, as well as areas in which the program does not yet succeed in supporting all students to achieve high standards. The leader initiates professional dialogue with teachers around instructional goals and strategies.

CPSEL STANDARD 3: Management and Learning Environment

Distinguished: The leader institutionalizes values, norms, and practices that promote and enhance shared responsibility among all members of the school community for student achievement through a positive climate. She or he facilitates members of the school community in ongoing refinement of their commitment to developing and sustaining an environment that supports the physical, emotional, intellectual, and social wellbeing of all.

Proficient: The leader implements a range of collaborative activities and processes that contribute to the maintenance of the site as a safe, attractive, warm, and nurturing environment for adults and students. She or he works with students and staff to internalize responsibility for school safety and climate. She or he guides members of the school community in articulating images of a positive environment that fosters student achievement, shared responsibility, respect, and self regulation. She or he supports staff and students in exercising leadership to create such an environment.

Emerging Standard: The leader ensures that appropriate policies, plans, and monitoring activities are in place to maintain the school as a safe environment. She or he communicates regularly with members of the community so that they are aware of these expectations and understand their roles in maintaining school safety. She or he engages members of the community in identifying and implementing processes to build civility, mutual respect, and caring among individuals and groups.

Does Not Meet Standard: The leader understands and is committed to creating and maintaining the school as a safe environment. She or he values a positive school climate and identifies areas for improvement. The leader recognizes the importance of shifting responsibility for safety from her or his office to the school community as a whole, but may feel compelled to rely heavily on rules and consequences at this stage.

CPSEL STANDARD 4: Family and Community Engagement

Distinguished: The leader demonstrates a highly refined and effective set of skills for eliciting and incorporating the perspectives of families and community members. She or he actively engages these stakeholders in the ongoing cycles of planning, implementation, assessment, and refinement that occur at the site. She or he ensures that engagement strategies are democratic, valuing input from all stakeholders, and that the larger community remains focused on goals that reflect principles of equity and of all students achieving high levels of academic standards.

Proficient: The leader establishes and implements a range of strategies whereby family and community perspectives are sought and considered as an integral part of planning and reviewing site goals, results, and operations. The leader ensures that avenues for providing input are available to families and community members, including those whose primary language is not English. The leader facilitates meetings and forums, and guides others to do so, in a democratic manner that welcomes and treats fairly the input of all participants.

Emerging Standard: The leader works with staff to prioritize and address needs concerning the incorporation of perspectives of families and community members. She or he guides staff in identifying specific site activities and groups (e.g., planning, implementation, oversight groups) that would benefit from such involvement; she or he develops, implements, and assesses strategic plans for including family and community perspectives.

Does Not Meet Standard: The leader demonstrates understanding of the importance of incorporating the perspectives of families and community members into the life of the school. She or he identifies existing gaps in ways that the school is handling this and communicates with staff the need to address these gaps. She or he is able to assess her or his strengths and

limitations in public engagement and to identify areas for improving professional capacity in this arena.

CPSEL STANDARD 5: Ethics and Integrity

Distinguished: The leader practices leadership from a base of personal and professional ethics that place the good of students, families, and staff ahead of personal interests. Her or his words and actions demonstrate the highest level of commitment to promoting the right of every student to a quality education and assuring that the school provides all students equal access to standards-based education. The leader influences the professional culture of the school to infuse the values of fairness, justice, service and integrity among all adults.

Proficient: The leader articulates and communicates a set of professional values that is aligned with ethical concepts of fairness, justice, and service. She or he guides staff to examine policy and practice with respect to the desired outcome of providing all students with a quality education. She or he facilitates and supports decisions and courses of action that embody principles of high ethical and professional standards.

Emerging Standard: The leader consistently applies and models principles of ethical and professional behavior in carrying out her or his role. She or he works with staff to articulate a shared understanding of the rights of all students and their families and to incorporate this understanding into individual and collective practices.

Does Not Meet Standard: The leader demonstrates knowledge of and compliance with ethical standards and professional expectations that apply to her or his work. She or he is aware of the rights of all students, families, and staff and acts to protect these rights.

CPSEL STANDARD 6: External Context and Policy

Distinguished: The leader maintains an up-to-date familiarity with education policy and takes a proactive stance as an advocate for all students. She or he is a skilled analyst of policy at local, regional, and national levels, particularly with respect to the effects of these policies on the opportunities and success of students at her or his site. She or he demonstrates understanding of local and state policymaking and successfully applies this knowledge to influence and shape policy that will support the achievement of key education goals. She or he demonstrates leadership among professional colleagues and in the larger community by facilitating dialogue on policy that furthers the pursuit of student achievement, equity, and educational excellence.

Proficient: The leader considers influencing policy as an integral part of her or his work as an educator. She or he maintains up-to-date knowledge and understanding of policy development, particularly at the state and local levels, and uses this knowledge proactively to further important education goals for the site and district. She or he seeks out opportunities and actively engages in a variety of forums to influence policy in the interests of all children.

Emerging Standard: The leader actively seeks policy information relevant to her or his site from a variety of sources. She or he anticipates the effects of policy proposals for students and families in her or his community, participates in forums to provide information to policymakers, and encourages the participation of other stakeholders.

Does Not Meet Standard: The leader realizes that district, state, and federal policy impacts her or his site and students. She or he ensures compliance with policy and participates in local

discussion about district policy and site practices.

EVIDENCE

In collaboration with the Supervisor for Principals and the Principal for Assistant Principals, the "Example Indicators" included in the Commission on Teacher Credentialing California Professional Standards for Education Leaders (CPSEL's) can be leveraged as the starting point for gathering evidence. We have included a link to West Ed's concise version of the CPSEL's including the standards, elements and example indicators below.

<https://www.wested.org/wp-content/uploads/2016/02/DOPS-15-03-508.pdf>

For example, within CPSEL 2, Example Indicator 2B-4 states, "Guide and monitor the alignment of curriculum, instruction, assessment, and professional practice." Evidence could be walk through data, Collaborative Time minutes, data analysis protocols etc.



MANAGEMENT Improvement Plan

EVALUATEE _____ SCHOOL _____ POSITION _____ EVALUATOR _____	_____ (date) Pre Conference _____ (date) Mid Year Conference _____ (date) Final Conference
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<i>CPSEL Standard and Corresponding Element:</i>				
Performance Deficiencies Within the Standard/Element to be Corrected	Strategies and Action Steps to be Completed by the Employee	Resources/Assistance Provided	Evidence to Monitor and Measure Growth	Target Dates Plan Initiated: Targeted Completion Date: Monitor Progress Date: Plan Completed:
<i>Conclusion of Improvement Plan</i>				
CPSEL/Element rating:				
Summative overview:				

CPSEL Standard and Corresponding Element:				
Performance Deficiencies Within the Standard/Element to be Corrected	Strategies and Action Steps to be Completed by the Employee	Resources/Assistance Provided	Evidence to Monitor and Measure Growth	Target Dates Plan Initiated: Targeted Completion Date: Monitor Progress Date: Plan Completed:
Conclusion of Improvement Plan				
CPSEL/Element rating:				
Summative overview:				

(Copy additional tables as needed)

Leader Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Recommendation to continue with Improvement Plan:

___ YES ___ NO

Recommendation to continue employment in the district:

___ YES ___ NO

Article 6

RENEWAL/NON-RENEWAL PROCEDURES

- 6.1 Unit members with more than two complete and consecutive years of service to the District may be released from their administrative position and reassigned to another administrator position or returned to a position in a teaching assignment consistent with their credential and seniority pursuant to Education Code section 44951. Unit Members who are released and reassigned pursuant to this section shall be notified of their new assignment prior to the end of the school year. If the employee to be released/reassigned, the District shall give the employee, upon his/her request, a written statement of the reasons for the release/reassignment.
- 6.2 Unit members with less than two complete and consecutive years of service to the District may be released from employment with the District consistent with Education Code section 44929.21, subject to the other provisions of Article 6.
- 6.3 An employee who receives a negative performance evaluation by date set in the CBA shall jointly develop, with the appropriate supervisor, an improvement plan for the following school year. The plan will include the specific recommendations for improvement(s) that the supervisor believes are necessary. The plan will include specific dates for the employee and supervisor to meet and review progress toward meeting the recommendations for improvement.
- 6.4 The supervisor will make their recommendation for the UPE Unit Member's contract renewal/non-renewal by the date specified by the District's Human Resources Office.
- 6.5 Absent situations involving extreme misconduct by an employee, no UPE unit member, including probationary employees, shall be released or released and reassigned without prior written notice to the employee and a meeting between the employee and his/her supervisor.
- 6.6 If the reason for the release or release and reassignment is poor performance, the administrator must have received an evaluation of their performance not more than sixty (60) days prior to receiving written notice of his or her release and reassignment to a teaching position. The administrator may also request, and will be provided, a written reason for the release and reassignment.
- 6.7 Notwithstanding any other provision of the agreement or this article, the parties recognize the discretionary right of the Superintendent to assign, transfer, promote, demote or not renew bargaining unit members consistent with the Education Code and this contract.

Article 7

LEAVES OF ABSENCE

Employees in the "Bargaining Unit" shall be granted leaves of absence by the "District" in accordance with the following:

1. Definitions.

The following definitions shall apply to leaves of absence covered by this "Agreement", as follows:

- a. Paid Leaves of Absence. Employees taking authorized paid leaves of absence shall be paid their full regular salary and other benefits by the "District" while on such leaves, except as may be provided by this "Agreement";
- b. Unpaid Leaves of Absence. Employees taking authorized unpaid leaves of absence shall not be paid their regular salary and other benefits by the "District" while on such leaves, except as may be provided by this "Agreement";
- c. Authorized or Official Assignments. Employees performing authorized or official assignments, such as, but not limited to, attending meetings or conferences, participating in visitations or observations at regularly assigned and other than regularly assigned locations, normal and special work assignments at the school site and/or central office, classroom or school visitations, work related meetings with supervisors and other employees, out-of-district travel, assignments such as in-service meetings, textbook selection committees, planning and curriculum meetings, required attention to legal matters, including, but not limited to subpoenas, when acting as an agent of the "District", and work related meetings with students and/or parents of students, shall not be considered absent from work or on leave of absence when performing such assignments;
- d. Immediate Family. For purposes of leaves of absence the immediate family is defined to include spouse, children, parents, grandparents, sisters, brothers, parents-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, foster children, step-children, adopted children, foster parents, legal guardians, grandchildren, aunts and uncles of the employee or employee's spouse, or any other relative living in the immediate household of the employee or any person serving in locus parentus;
- e. Pay Warrants. During any paid leave of absence the "District" shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement and other authorized contributions;

- f. Reporting. Use of authorized leaves of absence shall be reported in the manner prescribed in this Article for the particular leave, on standard forms provided by the "District" for that purpose;
- g. Application for Certain Leaves. Pursuant to this Article, certain leaves of absence require application and/or meeting certain qualifications by the employee before the leave is granted. Application and other forms for these purposes shall be standard forms provided by the "District" for that purpose.
- h. Part-time Employees. All paid leave compensation provided in this Article is available to part-time employees on a pro-rata basis in proportion to their appointment.

2. Sick Leave.

Each full-time employee shall accrue twelve days of fully compensated sick leave annually for personal illness or injury, and such sick leave, up to the annual accrual rate, need not be earned before used by the employee in the year accrued. All unused sick leave accumulates to the credit of the employee without limit. In addition:

- a. After all accrued sick leave has been used and the personal illness or injury absence continues, the employee shall receive compensation in amounts that, when combined with the employee's accrued vacation time, equal the employee's full compensation on a day for day basis, for a period not more than one hundred work days of the employee, unless the employee has no accrued vacation time, in which case the employee shall receive compensation that equals not less than one-half his/her regular compensation for a period not to exceed one hundred work days of the employee. In such cases, accrual of sick leave days by the employee shall continue during the one hundred work day leave period described herein.
- b. When sick leave use by an employee exceeds ten consecutive days he/she may be required to provide a physician's statement that verifies the illness or injury to the "District". For extended illness or injury absence, a physician's statement verifying the need for continued absence may also be required;
- c. Should a former employee be re-employed by the "District" within thirty-nine months of his/her previous "District" employment terminating, all unused sick leave credit the former employee had when he/she left employment with the "District" shall be reinstated to the employee upon his/her reemployment;
- d. If an employee has no accrued sick leave, has used more sick leave than he/she is entitled to accrue for the current fiscal year, and resigns or otherwise leaves the service of he "District", a deduction shall be made in the salary due the employee, if any, for each day of sick leave used and not earned;

- e. Any employee on authorized unpaid leave of absence shall maintain any sick leave credit accumulated prior to the unpaid leave but shall not accumulate any additional sick leave during the period of the unpaid leave.

2.1 Personal Necessity Leave.

Employees may use up to nine (9) days of their accrued sick leave during each contract year for reasons of personal necessity. Acceptable reasons for the use of personal necessity leave include:

- a. Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions.
- b. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
- c. A serious illness of a member of the employee's immediate family.
- d. Required court appearance of an employee.
- e. Fire, flood or other immediate danger to the home of the employee.
- f. Personal business of a serious nature which the employee cannot disregard.

2.2 Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.

2.3 The employee shall request advance permission for personal necessity leave, except in urgent situations such as death or serious illness of a member of the immediate family or an accident involving the employee's person or property or the person or property of a member of the immediate family.

2.4 After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor.

3. Industrial Accident and Illness Leave.

Industrial accident and illness is defined as accident or illness which is supported by a physician's statement, and qualifies under State Workers' Compensation Insurance as being work related. All employees shall be granted sixty days of fully compensated industrial accident or illness leave for each such accident or illness during the affected employee's annual work year. In addition:

- a. Industrial accident and illness leave shall commence on the first day of absence, shall be reduced by one day for each day of authorized absence regardless of any temporary disability award, and shall not accumulate from year to year;
 - b. Upon termination of industrial accident and illness leave of absence, the employee shall be entitled to use regular sick leave benefits provided that if he/she continues to receive temporary disability indemnity, he/she may elect to take only as much of accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than the employee's full salary;
 - c. Exclusive of the sixty days of fully compensated industrial accident or illness leave described in paragraph b immediately above, for each day of absence the employee's accumulated sick leave credits shall be reduced by only the amount necessary to provide a full day's salary when added to temporary disability benefits;
 - d. Should any absence occur that is later identified as covered by industrial accident and illness leave, any sick leave days used in connection with said accident or illness shall be fully reinstated;
 - e. Should the "District" be self-insured for workers' compensation and become a legally uninsured public entity, workers' compensation benefits provided by the "District" under its self-insured program shall not be less than such benefits covered by the maximum benefit plan of the State Compensation Insurance Fund;
 - f. Not later than September 1 each year, the workers' compensation reserve shall be fully reviewed by the "District" and official representatives of "UPE", to ascertain that there are sufficient funds to pay all known workers' compensation losses and that such funds shall be fully reserved. Sufficient funds shall also be reserved for incurred but not reported losses. This total reserve for the "Bargaining Unit" shall be restricted.
4. Emergency Leave.

All employees shall be eligible for emergency leave with full compensation for the sudden or unexpected illness or injury of a member of the employee's immediate family, or in the case of necessary surgery for a member of the immediate family, subject to the following:

- a. The extent of emergency leave granted shall be no more than two work days during the employee's annual work schedule and is not cumulative from year to year;
- b. Emergency leave shall be reported as soon as possible on the regular employee absence reporting form.

5. Imminent Death Leave.

All full-time employees shall be eligible for three workdays at full compensation, in the case of serious illness or accident, with death imminent, of each and every member of the employee's immediate family. In the event that death does not occur, the necessity for this type of absence shall be verified by a written and signed statement of the attending physician, specifically stating that death was imminent. Two additional work days at full compensation shall be granted upon the written request of the employee, for purposes of travel or settlement of legal and/or family problems in connection with imminent death leave provided that the days are necessary for such purposes.

6. Bereavement Leave.

All full-time employees shall be eligible for four work days, or five work days if out of state travel or travel of two hundred-fifty or more miles is required, fully compensated, in the event of the death of each and every member of the employee's immediate family. If out of state travel or travel in excess of 250 miles is required, the employee shall indicate the city and state to which such travel was required on the employee absence form.

7. Quarantine Leave.

All employees absent from work due to quarantine enforced by public health authorities but who are not personally sick during such quarantine period shall be granted leave with full compensation for the quarantine period, and such absence shall not be charged against accumulated or current sick leave credit. In addition:

- a. If the employee is personally ill and under quarantine, such days of absence while personally ill shall be counted against accumulated and current sick leave earnings credited to the employee;
- b. If the employee becomes personally ill after quarantine restrictions have been established, from the point of personal illness such illness absence shall be charged against accumulated or current sick leave credit of the employee;
- c. A statement from a physician and/or public health authorities regarding the quarantine restrictions involving the employee shall be required in all cases of forced quarantine.

8. Jury Duty.

All employees shall be granted leave for service on jury duty before a court of law and shall be paid by the District the difference between regular earnings and jury duty pay.

9. Subpoena Leave.

All employees served a subpoena to appear before judges or in cases before courts of law shall be granted leave for such service and are paid by the District the difference between regular earnings and witness fees for which they are eligible.

10. Armed Forces Leave.

Pursuant to the Military and Veterans' Code of the State of California, a temporary leave of absence shall be granted to all employees who are members of the Reserve Corps of the United States or the National Guard or Naval Militia for a period not to exceed one hundred-eighty calendar days during any one fiscal year. Employees who had been employed full-time by the District for at least one year may receive compensation for the first thirty calendar days of such absence. Whenever possible, the employee shall arrange for such duty during school vacation periods. However, in the event scheduling the leave during school vacation periods is not possible, a request for such leave shall be made prior to making any request for military orders.

11. Military Leave.

All employees drafted into military service of the United States or recalled to active duty into the military service of the United States shall be granted a leave of absence without pay for such military service. The rights, privileges, benefits, and obligations of such employees shall be governed by the provisions of the Education Code and the Military and Veterans' Code of the State of California.

12. Religious Observances.

All employees shall be granted up to three work days in any fiscal year for the observance of religious holidays, and such absence(s) involving matters of compelling personal importance shall be charged to the employee's accrued sick leave or credit, thereby affording the employee full compensation for the absence(s).

13. Birth of a Child Leave.

Any employee who is a prospective father shall be granted fully compensated leave of absence to be present at the birth of his child for one full work day unless a physician verifies that his presence is required for a longer period, in which case the employee is eligible for Emergency Leave provided under this Article.

14. Parental Leave.

In addition to childbearing, all employees shall be eligible for parental leave for infant care duties subsequent to childbirth and adoption. Within fifteen workdays of the date the leave is desired to commence, the employee shall file his/her request for the leave with

his/her immediate supervisor, including with the request the beginning and ending dates for the leave. In addition:

- a. If the requested leave is for pregnancy, the request shall be accompanied by a written statement of the employee's physician specifying (a) the expected date of birth, (b) the length of time the physician believes the subject employee can continue working without endangering her health and safety, and (c) the approximate length of time the physician believes the subject employee will be incapacitated regarding the birth;
- b. All employees on such leave shall be considered in continued employment status without pay, except for sick leave benefits described in paragraph c immediately below;
- c. Effect of Physician's Statement of Illness or Injury. During such leave, any illness or injury for which fully compensated accumulated sick leave or sick leave credit could be used under District rules and regulations shall be allowed upon written certification by a physician;
- d. Term. Such leave may be granted up to the balance of a school year and may be extended for up to a maximum of four semesters;
- e. Return to Work. The employee shall return to work to his/her original position at the end of the specified leave period, however, in the case of terminated pregnancy, an employee on such leave may return to service in an open position for which she is qualified upon written statement from a physician that the employee is physically able to perform normal duties, and until her original position is open at the end of the specified leave period.

15. Short-Term Personal Leave.

Short-term personal leaves without pay may be granted for the personal convenience of employees at any time. Such leaves shall be of the shortest duration necessary to accomplish the desired objective but not less than one-half workday, and except in cases of emergency shall not exceed a total of ten workdays in any fiscal year. In addition:

- a. Such leaves shall be granted only in cases where it can be demonstrated that the need for such absence cannot be fulfilled outside regular work hours. Recommendation for such short-term leaves must come from the employee's immediate supervisor who shall verify that the absence will not seriously affect the program;
- b. Such leaves shall not be granted to employees: (1.) for the purpose of engaging in outside remunerative business or employment; (2.) to attend or participate in functions or activity which are solely for the employee's pleasure or amusement; (3.) to extend holiday or vacation periods for personal convenience or pleasure except if agreed to by the employee's immediate supervisor, on the basis that the leave will not be detrimental to the program; (4.) to accompany a spouse on a trip when such travel

is not otherwise authorized by these rules except if agreed to by the employee's immediate supervisor that such leave will not be detrimental to the program.

16. Long-Term Leaves of Absence.

Long-term leaves of absence without pay may be granted to employees, with employees making application for such leave through the Personnel Office. Such leave requires advance approval by the "District" Board of Education. In addition:

- a. Such leave shall not be granted for more than four continuous semesters in the eight year period commencing with the beginning day of the first long-term leave;
- b. During such leave the "District" shall not pay for group health, life, and accident insurance. The employee requesting the leave shall make arrangements with the "District" Personnel Office to continue coverage by making direct payment of premiums except that an employee, whose leave commences after June 30, and before September 30 of the same fiscal year in which the leave starts, shall be covered by fully paid health, dental, life insurance, and vision care as provided by this "Agreement" through that September 30;
- c. An employee on such leave shall give the "District" written notice of his/her intended return to work, not less than thirty calendar days before the leave is scheduled to expire.

17. Educational Improvement Leave.

Permanent employees may be granted unpaid educational improvement leave by the Board of Education of the "District", when the purpose of the leave is for educational improvement and advancement. Requests for such leave shall be made through the Personnel Director for submission to the Board for approval, and shall be for a period of not less than three consecutive months and not more than twelve consecutive months. Such leave may be extended subject to the request and approval process described herein, not to exceed a total of twenty-four consecutive months. If the leave is extended for a second year, the employee may be placed on unassigned status.

18. Foreign Educational Employment Leave.

Permanent employees may be granted unpaid foreign educational leave by the "District" Board of Education, when the purpose of such leave is to provide the employee an opportunity to accept full-time foreign educational employment. Such leave shall be for a period of not less than one fiscal year and not more than two fiscal years during which time the employee shall be placed on unassigned status. Application for such leave shall be made as early as possible but not later than May 1 of any year.

19. Foreign Exchange Leave.

Permanent employees may be granted foreign exchange leave in keeping with the International Educational Exchange Program, when approved by the Board of Education of the "District". All applications for such leave shall be submitted through the Personnel Director to the Board for approval.

20. Personal Convenience Leave.

Employees may be granted an unpaid long-term leave for the personal convenience of that employee by the Board of Education of the "District" to allow the employee to accept other employment for at least the remainder of the semester but not more than two semesters if: (a) the superintendent of the "District" believes such employment is in the best interest of the employee; and (b) the other employment is not similar in nature to the employee's current position. All applications for such leave shall be submitted through the Personnel Director for processing to the superintendent and to the Board for approval.

21. Public Service Leave.

Pursuant to Section 44967 of the California Education Code, employees may be granted an unpaid leave of absence for public service by the Board of Education of the "District", including for election to public office which requires full-time service, as well as Peace Corps and Vista Service. The granting of such leave shall be for one year, and shall be extended a second year if the employee continues in such service. Year for year salary credit shall be granted if the experience is properly verified to be primarily in a job classification similar to that to which the employee returns. All applications for such leave shall be submitted through the Personnel Director for processing to the Board for approval.

22. Sabbatical Leave.

Employees may be granted sabbatical leave by the Board of Education of the "District" upon recommendation of the superintendent for the purpose of advanced study. In order to qualify, an employee shall have served in the "District" no less than five consecutive years. For purposes of determining length of service, leaves of any extended nature granted by the "District", other than sabbatical leaves shall not be considered a break in continuity of service in the determination of eligibility for subsequent sabbatical leaves. In addition:

- a. Such leaves shall be granted for not longer than a fiscal year. Two such leaves may be taken in separate periods provided both are commenced and completed within a five year period; in such cases, service intervening between the two periods shall comprise a part of the service required for a subsequent sabbatical leave;
- b. No sabbatical leave may commence during a school semester, and return from such leave shall always coincide with the beginning of a school semester or half of a fiscal

year, whichever is appropriate to the employee's regular assignment, i.e., school site or central office;

- c. Application for the leave shall be made in writing to the Director of Personnel on forms provided by the "District" for this purpose, and shall include:
 - (1.) a statement of the length and purpose of the leave and a description of the applicant's plans for fulfilling these purposes;
 - (2.) a statement outlining the manner in which the applicant believes the leave will result in benefit to students of the "District";
 - (3.) the applicant's plans for "District" service upon return from leave;
 - (4.) if for travel, the itinerary and expected outcome;
 - (5.) if for independent study or research, a certification by a member of the faculty of an accredited four-year college or university that the work contemplated is equivalent in effort and content to eight graduate semester units per semester;
 - (6.) if the application fulfills the requirements listed above, the Personnel Director shall submit it to the Supervisory Professional Improvement Committee which is responsible for ranking applications received on the basis of: (a.) the contribution to the needs of students and schools of the district, with preference given to those wishing to pursue formal programs of advanced study; (b.) likelihood of continued service beyond the minimum of two years; (c.) length of service to the "District"; and (d.) history of leaves granted the applicant;
 - (7.) no such leave shall be granted to applicants whose most recent work performance evaluation was rated overall as less than satisfactory;
 - (8.) based on the aforesaid ranking of applicants and limitations thereof as described above, the Director of Personnel shall present the names of successful applicants to the Board of Education for approval; if any applicant granted a leave later cancels it, the next ranking applicant shall be recommended;
 - (9.) not more than two percent of the total certificated supervisory staff shall be on sabbatical leave at any one time;
 - (10.) following the granting of the leave a contract of agreement shall be completed, giving all essential details such as effective beginning and terminating dates, number of semester units of credit to be earned or other purposes to be fulfilled, name of institution where work is to be done, if any, salary and method of payment, agreement to serve the "District" upon return for a period of two fiscal/school years, whichever is appropriate regarding the employee's regular work assignment, central office or school site, agreement to notify the "District"

of intentions regarding no later than thirty days prior to termination of the leave, agreement to submit required reports upon return as required herein, and agreement to refund sabbatical salary as prescribed herein if conditions of the leave are not fulfilled. The signing of the contract of agreement shall be in lieu of furnishing a bond;

- (11.) payment of salary to the employee on the leave shall be made at the end of each calendar month the leave is in effect, less any mandatory or employee authorized deductions. If illness, injury, or death prevents fulfillment of the leave by the employee, the proportionate part of the salary not earned shall be returned in the same manner as in the case of an employee on full-time service. If an employee does not serve the "District" for the period required after completing the leave, he/she shall refund to the "District" an amount which bears the same proportion to the total compensation received while on leave as the amount of time which was not served bears to the total amount of time agreed upon;
- (12.) employees who are granted sabbatical leave shall receive salary compensation from the "District" at the rate to be determined through UPE meeting and negotiating with the District;
- (13.) the "District" shall continue all its fringe benefit contributions for all employees who are granted sabbatical leave for the duration of the leave on paid-leave status;
- (14.) after the initial approval of an application for sabbatical leave the Director of Personnel shall provide full information to the applicant about the compensation to be paid him/her while on the leave. The applicant shall have ten working days upon receipt of such financial information to inform the Director of Personnel of his/her intent to accept or reject the leave before final approval of the Board of Education is obtained. Refusal to accept such leave shall not be the basis of denial of subsequent applications by the employee for sabbatical leave;
- (15.) time spent on sabbatical leave shall count toward earned salary increments in the same manner as regular service. Any special grants or salary increase allowed other employees in the "Bargaining Unit" while the employee is on sabbatical leave shall be allowed the employee when he/she returns from such leave;
- (16.) at the expiration of the sabbatical leave the employee, unless otherwise agreed, or unless the particular position shall be have been eliminated, shall be reinstated in the position held at the time such sabbatical leave was entered into;
- (17.) upon return from sabbatical leave the employee shall file verification of fulfillment of the purpose(s) of the leave with the Personnel Director, including:
 - (a.) transcripts showing completion of the required graduate units of credit

earned at accredited four-year colleges or universities, if the purpose of the leave was to study at such institutions; (b.) a letter of certification by a member of the faculty of an accredited four-year college or university describing the nature of the work completed and verifying that it was equivalent in effort and content to the required graduate units of credits, if the leave was for independent study or research; and (c.) a report of not less than fifteen hundred words describing activities and benefits derived while on the leave, if the leave was for travel, prepared on a typewriter or word-processor;

- (18.) the Director of Personnel may verify that the purpose(s) of the leave were fulfilled, or if in doubt, shall refer the verification received to the Certificated Supervisors Professional Improvement Committee for a recommendation. If it is concluded the purposes were not fulfilled, the employee may appeal to the Certificated Supervisors Professional Improvement Committee by appearing before it in person. If the appeal is not sustained, the employee shall reimburse the "District" for the salary received while on the leave or such part thereof as the Committee may recommend, subject to review and approval of the Board of Education.
- (19.) if an employee on sabbatical leave suffers serious illness or injury which a qualified physician attests would prevent fulfillment of the purpose(s) of the leave, he/she shall notify the "District" of this fact immediately. If the leave must be abandoned, the employee may return to "District" service as soon as a position for which he/she is qualified becomes available, and repayment of sabbatical salary shall be made as described herein. If the employee desires and a physician so recommends, the employee shall be granted a health leave of absence for the length of time recommended by the physician. At the conclusion of the health leave of absence the employee may continue the sabbatical leave or return to service;
- (20.) there shall be no restriction placed upon the activities of an employee while on sabbatical leave so long as the purpose(s) of the leave is/are fulfilled. Time spent on sabbatical leave shall count as regular service with the "District" for determining seniority, accumulation of sick leave credits, and eligibility for other fringe benefits;
- (21.) in all matters not included in the sabbatical leave provisions described herein, the California Education Code shall govern such leaves for the "District", and any amendments thereto affecting these provisions shall be the subject of meeting and negotiating between "UPE" and the "District" within a reasonable time after such amendments are law.

23. Attendance at Professional Meetings and Events.

Employees may be granted leaves of absence with full compensation to attend professional meetings of educational groups by the superintendent, a member of the

executive staff, or designee. Where the superintendent or designee believes the District should be represented, leave shall be granted with full pay and may or may not involve reimbursement for necessary expenses. In addition:

- a. Employees may be granted unpaid leave by the "District" to attend meetings, conferences, or conventions of associations or societies composed of persons engaged in education. This type of leave is distinguished from those fully compensated and listed above for attendance at professional meetings and events, as meetings and events solicited by the employee, and do not involve "UPE" officers requesting leave pursuant to paragraph 23b immediately below. Such leaves shall not be granted the first or last week of a school semester at the secondary level, the first and last week of school at the elementary level, or the first or last week of school for central office employees.
- b. The District may provide release time of up to ten days cumulative total to UPE officers for attendance at professional workshops.

24. Catastrophic Leave.

This agreement is intended to assist an eligible employee¹ "employee" in the event the employee suffers a severe, incapacitating illness or injury which is expected to continue for a period of at least five (5) days or more, which prevents the employee from performing his or her duties. It is intended to provide the employee with voluntary donations from other eligible, certificated employees (UPE represented employees) for the purpose of continuing income due to the exhaustion of all of accumulated leaves. The continuance of income to the employee is predicated on the amount of contributions donated by eligible certificated employees within the bargaining unit.

- a. Any permanent eligible employee may request a Catastrophic Leave by submitting the Catastrophic Leave Request Form (Attachment A) and supporting medical verification up to a maximum of one [1] year from the start date of the catastrophic leave approval. A Physician Statement (Attachment B) is required indicating the begin date and end date of the catastrophic leave.
- b. All eligible, certificated employees (UPE represented employees) of the District shall be allowed to donate, by transferring sick leave from their existing leave accumulations for full use and credit for the period of the catastrophic leave of absence by completing the Donation Form for Catastrophic Leave (Attachment C). UPE members can donate accumulated "eligible sick leave credits" at a minimum of a day² initially and then in one [1] hour increments thereafter. Potential leave benefits provided in Article 7 Section 2(a) of the Collective Bargaining Agreement between the District and Union (i.e., half-pay sick days) is not eligible donations for transfer.

¹ The definition of an "eligible employee" is a member of the bargaining unit who annually accrues sick leave days and is not employed on an hourly basis (e.g. per diem employees).

² The definition of a "day" is based on the individual certificated employee's work day pursuant to their job classification / specification.

- c. Donations will be accepted up to the needed number of days to cover the period of time stated above and will be accumulated on a first received basis. All donations received over and above the needed amount will be returned to the donor. The “last in”, “first out” method will be used to facilitate the return of the donated leave. The donor may donate at a future date if approved for an extension.

Article 8

SALARY AND HEALTH BENEFITS

1. Benefit Stipend.
 - a. Participation in health benefit programs will be required as per current procedures except as follows:
 - b. Effective January 1, 1997 or as soon thereafter as administratively practical, an amount equal to the average cost of the health benefit premiums will be added to the salary schedule for each unit member. This will provide unit members with additional STRS credit, subject to STRS approval. Unit members will then pay their healthcare premium through payroll deduction in an Internal Revenue Code Section 125 plan, subject to approval of the health benefit carrier.
 - c. No added payment for opting out of the healthcare plan will be made.
 - d. The parties agree to participate in a district-wide health and welfare benefits committee. The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost.
2. Employee Compensation and Health Benefits
 - 2.1 Salary
 - 2.1.1 Retroactive to the start of the 2016-17 school year, employees will be compensated pursuant to the applicable salary schedule in Appendix B.
 - 2.1.2 Salary Placement of Current UPE Members
 - 2.1.2.1 Beginning with the 2016-17 school year, current UPE members will be placed on salary schedule according to number of years the member has as an administrator in the district or remain at their current step on the pay schedule, whichever results in the greater salary.

[Negotiations note: There will be no change to the current priority school salary schedule]

2.1.3 Longevity Steps

Commencing with the 2017-2018 school year, all years of service in SCUSD, including years in classified, certificated, and management positions, shall count towards the calculation of longevity steps.

2.1.4 Doctoral Stipend

Commencing with the 2017-18 school year, UPE members who possess a doctorate degree will be paid an annual stipend in the amount of \$3,000.

2.2 Health and Welfare Benefits

2.2.1 Commencing with the 2017-18 school year, the District will contribute the following toward health and welfare benefits to UPE Members:

Employee Only: 100% coverage of the Kaiser Employee Only Health Plan rate

Family: 80% coverage up to the Kaiser Family Plan rate

2.2 UPE Member Contributions to Post Employment Retirement Benefits

2.3.1 Commencing with the 2017-18 school year, UPE members will pay \$200/year toward the cost of post-employment retirement benefits, which payment will be deducted in equal amounts from each of the member's pay checks.

2.3.2 Commencing with the 2018-19 school year, UPE members will pay \$350/year toward the cost of post-employment retirement benefits, which payment will be deducted in equal amounts from each of the member's pay checks.

2.3.3 Commencing with the 2019-20 school year, UPE members will pay \$500/year toward the cost of post-employment retirement benefits, which payment will be deducted in equal amounts from each of the member's pay checks.

3. On or before December 31, 2021, the District shall have a neutral entity complete a salary structure comparison analysis between the current SCTA certificated employee salary schedule and the current UPE salary schedule to determine if there is at least a 5% salary differential between SCTA unit members and UPE unit members and present the findings of the analysis to the District and UPE for review and consideration by no later than January 31, 2022. Should the salary structure comparison analysis reveal a 5% or less inequity, the District and UPE agree that the salary language in Article 8 will be reopened to make changes to the UPE salary schedule for the 2021-2022 school year and reevaluated for successor contract negotiations in the 2022-2023 school years. The District and UPE further agree that Article 8 may also be reopened by either party in the 2021-2022 school year in the event another bargaining unit receives an unconditional salary increase for the 2021-2022 school year.

Appendix B



**United Professional Educators (UPE)
Annual Rate Salary Schedule
2019-20 School Year
(Effective July 1, 2019)**

Job Code	Classification Title	Cal	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
0130	Principal, High School	A	82	\$111,056	\$112,506	\$117,543	\$126,376	\$130,975	\$137,033	\$138,033	\$139,247
0117	Principal, Middle School	T	67	\$101,579	\$102,579	\$103,579	\$110,528	\$116,564	\$119,554	\$123,057	\$127,364
0111	Principal, K-8	T	67								
0131	Principal, Continuation High School	T	52	\$96,283	\$97,283	\$100,953	\$106,752	\$110,960	\$116,866	\$117,643	\$120,748
2117	Principal, New Innovative Small High School	T	52								
0106	Principal, Elementary School	T	52								
0107	Principal, Basic Elementary School	T	52								
0101	Principal, Elementary Charter School	T	52								
0129	Principal, Independent Study	T	52								
0124	Assistant Principal, High School	T	45	\$92,908	\$93,908	\$96,728	\$103,009	\$107,614	\$110,867	\$112,554	\$116,494
0128	Assistant Principal, Middle School	T	37	\$86,512	\$90,242	\$94,136	\$99,094	\$102,953	\$108,445	\$110,445	\$112,445
0126	Assistant Principal, K-8 School	T	37								
0122	Assistant Principal, Elementary School	F-2	32	\$85,021	\$86,021	\$87,021	\$93,021	\$97,021	\$102,021	\$106,021	\$108,445
0812	Site Instruction Coordinator	T	24	\$83,477	\$87,010	\$90,740	\$96,439	\$99,594	\$104,825	\$105,825	\$106,825

Salary Schedule: B7

Job Code	Classification Title	Cal	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
0134	Principal, High, <u>SPS*</u>	A	88	\$116,047	\$121,330	\$126,874	\$133,865	\$140,037	\$147,820	\$147,820	\$147,820
0133	Principal, Middle <u>SPS*</u>	A	75	\$106,120	\$111,007	\$116,043	\$122,376	\$127,975	\$135,033	\$135,033	\$135,033
0249	Principal, K-8, <u>SPS*</u>	A	75	\$106,120	\$111,007	\$116,043	\$122,376	\$127,975	\$135,033	\$135,033	\$135,033
0127	Principal, Elementary, <u>SPS*</u>	A	72	\$103,967	\$108,643	\$113,556	\$119,751	\$125,219	\$132,112	\$132,112	\$132,112
0141	Assistant Principal, High, <u>SPS*</u>	A	65	\$99,512	\$103,967	\$108,643	\$114,542	\$119,751	\$126,316	\$126,316	\$126,316
0140	Assistant Principal, Middle, <u>SPS*</u>	A	55	\$97,304	\$101,665	\$106,219	\$111,971	\$117,050	\$123,451	\$123,451	\$123,451
0246	Assistant Principal, K-8 <u>SPS*</u>	A	55	\$97,304	\$101,665	\$106,219	\$111,971	\$117,050	\$123,451	\$123,451	\$123,451
0139	Assistant Principal, Elementary, <u>SPS*</u>	A	46	\$93,181	\$97,311	\$101,661	\$107,143	\$111,982	\$118,074	\$118,074	\$118,074
0141	Assistant Principal, High, <u>SPS*</u>	T	49	\$94,739	\$98,957	\$103,384	\$108,965	\$113,887	\$120,097	\$120,097	\$120,097
0140	Assistant Principal, Middle, <u>SPS*</u>	T	42	\$92,654	\$96,767	\$101,088	\$106,528	\$111,332	\$117,392	\$117,392	\$117,392
0246	Assistant Principal, K-8, <u>SPS*</u>	T	42	\$92,654	\$96,767	\$101,088	\$106,528	\$111,332	\$117,392	\$117,392	\$117,392
0139	Assistant Principal, Elementary <u>SPS*</u>	T	39	\$88,749	\$92,661	\$96,775	\$101,959	\$106,542	\$112,307	\$112,307	\$112,307
0812	Site Instructional Coordinator, <u>SPS*</u>	T	39	\$88,749	\$92,661	\$96,775	\$101,959	\$106,542	\$112,307	\$112,307	\$112,307

*Superintendent's Priority School (SPS)

Salary Schedule: B7

Job Code	Classification Title	Cal	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1945	Dir II, Integrated Health and Support Services	A	70	\$103,867	\$105,867	\$109,867	\$115,867	\$120,867	\$125,867	\$129,867	\$134,365
5061	Dir II, Social Emotional Learning	A	70								
1977	Dir II, Student Services Alternative Education	A	70								
1949	Dir I, Behavior and Re-Entry	A	58	\$98,016	\$100,816	\$105,236	\$109,881	\$114,775	\$119,878	\$121,378	\$122,900
6042	Dir I, Federal and State Programs	A	58								
5246	Dir I, Health Services	A	58								
9741	Dir I, Master Schedule and Instruction	A	58								
6034	Dir I, Youth Development	A	58								
0168	Supervisor, Special Education	A	58								
5215	Coord III, Assessment & Eval	A	47	\$94,083	\$96,559	\$100,760	\$104,865	\$109,825	\$114,698	\$116,698	\$118,593
1982	Coord III, Attendance, Dropout, Prev. & Recovery	A	47								
5141	Coord III, Curriculum & Instruction English Language Arts	A	47								
5142	Coord III, Curriculum and Instruction Mathematics	A	47								
5143	Coord III, Curriculum and Instruction Science	A	47								
1962	Coord III, Equity, Access, and Excellence	A	47								
1968	Coord III, GATE and AP Programs	A	47								
3420	Coord II, District Athletics	A	44								
1959	Coord II, Foster Youth Services	A	44								
6020	Coord II, Library and Media Services	A	44								
6028	Coord II, Linked Learning	A	44								

Salary Schedule: B7

Job Code	Classification Title	Cal	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
9724	Coord II, Multilingual Literacy	A	44	\$92,908	\$93,908	\$95,908	\$101,709	\$106,709	\$110,709	\$113,709	\$116,494
0114	Coord II, New Teacher Induction Services	A	44								
1941	Coord II, Regional Occupational Prog	A	44								
1905	Coord II, State and Federal	A	44								
1979	Coord II, Student Support Services	A	44								
8000	Coord I, Instructional Technology	A	30	\$85,003	\$88,633	\$92,451	\$96,439	\$99,594	\$104,825	\$105,825	\$106,825
9737	Coord I, Visual and Performing Arts	A	30								
0082	Specialist, Research	A	24	\$83,477	\$87,010	\$90,740	\$96,439	\$99,594	\$104,825	\$105,825	\$106,825
5241	Coord I, CAGISM	T	22	\$83,477	\$85,694	\$89,365	\$93,985	\$98,064	\$103,825	\$104,825	\$105,825
0121	Coord, Child Development Prog	A	22								
2116	Dean, Secondary	C	20	\$83,477	\$85,477	\$87,033	\$91,509	\$95,461	\$100,452	\$102,825	\$103,825
0189	Program Coord, Homeless	T	20								

Salary Schedule: B7

For 2018-19, the number of required days of service for each are as follows:

Calendar	Number of Work Days
A	223 Days
C	201 Days
F-2	202 Days
T	211 Days

Per UPE/SCUSD agreement dated 8/3/17, annual salaries with the addition of Step 7 and Step 8. **Doctoral Stipend:** Commencing with the 2017-18 school year, UPE members who possess a doctorate degree will be paid an annual stipend in the amount of \$3,000. **Longevity Steps:** Commencing with the 2017-18 school year, UPE members will be eligible for longevity steps at the following years as reflected on the salary schedule attached hereto:

- Year 13 - 1% of employee's base salary
- Year 16 - 2% of employee's base salary
- Year 19 - 3% of employee's base salary
- Year 22 - 4% of employee's base salary
- Year 25 - 6% of employee's base salary

Unit members employed on or after July 1, 2017 on a twelve (12) month work calendar will work 223 days a year for the 2017-18 school year and thereafter with no vacation days.

No Changes
UPE 19-20 - Updated 7/1/2019

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Article 9

WORK YEAR

1. Eleven (11) Month Employees.
 - a. UPE members will work the designated contracted number of days set forth below. Identification of work days will be determined by agreement with direct supervisor.
 - Elementary and Middle School Principals will work a 211 day schedule
 - Middle School and High School Assistant Principals will work a 211 day schedule
 - Elementary School Assistant Principals will work a 202 day schedule
 - Dean, Secondary will work a 201 day schedule
2. Designated Vacation Days For Twelve (12) Month Employees.
 - a. Effective upon board approval, all UPE bargaining unit employees who are designated as working 223 days will be known as twelve (12) month employees. This change will not result in any adverse effect on employees.
 - b. Effective July 1, 2014, all twelve (12) month employees in the UPE bargaining unit are required to work 223 days. They will begin the work year on the official District reporting date and end the work year on the official ending date, with adjustments, if necessary. If adjustments are needed, employees will work collaboratively with their Supervisors on adjusting those work days.

Unit members employed as of June 30, 2017 on a twelve (12) month work calendar (also known as "A Calendar Employees") will continue to work 223 days a year for the 2017-18 school year and thereafter, with up to five (5) days available for such members to take as vacation days with pay. Vacation days not used will be paid out at the end of the fiscal year. Vacation days shall not be accrued from year to year. All unit members, employed as of June 30, 2017, shall be placed on the "A Calendar" if they transfer to a twelve (12) month UPE position at a later date.

Unit members employed on or after July 1, 2017 on a twelve (12) month work calendar (also known as A1 Calendar Employees") will work 223 days a year for the 2017-18 school year and thereafter with no vacation days.

Payout of accrued vacation to UPE members:

- Payout of currently accrued vacation shall be paid in full over a period of not more than 5 years
- Current employees on a 223 day schedule will receive a one-time 3% bonus, spread over three years

In preparation for the 2016-2017 school year, the District and UPE agree that UPE members will collaborate to develop yearlong professional learning plans for their school sites/departments. These yearlong plans will include focus areas to collaborate that align with the Local Control and Accountability Plan and must be developed through a collaborative process with teachers. Amongst the focus area for collaboration, these will include a delineated plan for professional learning in order to support the newly developed Collaborative Time structure (See attached Template). Each yearlong plan will be shared with the Area Assistant Superintendent.

Both Parties recognize that additional conversation with UPE are necessary regarding central office UPE members' delineated plans and the coordination with site plans.

In exchange for this Agreement, the District will increase the UPE Salary Schedules by an additional 2.5% effective January 1, 2016.

3. Duties And Responsibilities.

- a. The development and operation of educational programs of the highest quality are responsibilities of the Superintendent, and of all certificated administrators. Administrators shall be held responsible for implementing and administering the policies, rules, and regulations of the District, for implementing collective bargaining agreements, and for exercising professional judgment in the performance of duties assigned.
 - b. The District's Chief Academic Officer, or designee, agrees to meet with representatives designated by UPE at least once weekly during the regular school year to discuss issues identified by the parties. This meeting will provide a forum for the District to share and receive feedback from UPE representatives on proposed District policies and regulations, as the District determines necessary. The first meeting of the month with the District's Chief Academic Officer will be used to address issues identified by the parties that may require the attendance of other department heads or administrators, including, but not limited to, representatives from business services, human resources, and/or special education. UPE must submit any agenda items for inclusion in this first monthly meeting to the Administrative Assistant to the Chief Academic Officer not less than three days in advance of the meeting. The agenda for this first meeting of the month will be made available to UPE at least 24 hours prior to the meeting.
 - c. The District recognizes the professional nature of the work performed by the employees covered by this Agreement and that the actual daily and weekly work schedule may vary due to time requirements of specific assignments. Each administrator is expected to devote the time necessary in each day to complete their professional responsibilities.
 - i. Any mandatory professional development offered by the District to UPE unit members on a Saturday or Sunday must also be offered during the regular workweek and/or online.
4. Any UPE Unit Member who is required by their supervisor to work on a non-calendar day by the District may, during the same school year, exchange each of those days to account for the

work performed on the non-calendar (work) day(s). The days exchanged will be full workdays and cannot be taken in hourly increments. These exchange days must be used in the school year in which they are earned and do not accumulate from year to year. The day(s) to be exchanged must be identified by the UPE Unit Member and approved by their supervisor and recorded on a form to be mutually agreed to by the parties.

When a UPE Unit member is unable to work on the specified non-workday as required by the District, the UPE Unit member shall not be penalized and the district will provide accommodations and/or resources to complete the required work.

Appendix C

Sacramento City Unified School District

UPE Exchange Contractual Days Form

Name: _____ Date: _____

Exchange:

(Work date(s) where work was required beyond contract days)

For:

(Employee exchange date(s))

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

These exchange days must be used in the school year in which they are earned and do not accumulate from year to year. The day(s) to be exchanged must be identified by the UPE Unit Member and approved by their supervisor and recorded on this form.

Submit completed form to Director of Human Resources or designee

Article 10

PROMOTION, ASSIGNMENT, VACANCIES, AND TRANSFER

1. It is the District's and UPE's shared intent to promote, assign, and transfer employees to UPE positions from within the ranks of UPE unit members.
2. Internal candidates who apply for a UPE position, who have met the basic requirements and qualifications, and who have good recommendations from supervisors will be considered for an interview.
3. Involuntary Lateral Transfers. The Superintendent may make involuntary lateral transfers as needed for the operation of a department or school site
 - A. Involuntary transfers shall not be arbitrary, capricious, or punitive in nature.
 - B. Involuntary transfers shall be based on the District's legitimate, verifiable, and education-related needs.
4. Change of Assignment Due to Reorganization, School Closure, Program Elimination, or Budget Cuts.
 - A. If a UPE unit member is displaced from an assignment due to reorganization, school closure, program elimination, or budget cuts, or for any other reason other than due to release and reassignment under Education Code section 44951 or release and nonreelection under Education Code section 44929.21, applicable written procedures in place at the time of this agreement will be followed.
 - i. Before taking action to reassign a UPE Unit member, the District shall provide UPE with a list of all current, supervisory vacancies
 - ii. All qualified UPE unit members will be considered for an interview for a vacant position for which they apply.
 - B. The District shall notify UPE Unit members of involuntary transfer assignments as soon as feasible.

Article 11

RETIREE HEALTH BENEFITS

1. The District will provide retiree medical benefits for unit members as follows:
2. Current employees:
 - a. Will maintain eligibility for lifetime coverage.
 - b. The retirant must elect to participate in the Medicare Risk Program at age 65 or thereafter if the employee qualifies for Medicare.
 - c. The employee must retire at age 55 or thereafter with at least ten (10) consecutive years of regular full-time District service. Years are defined as service in paid status. A leave of absence will not be considered a break in service for the purpose of determining consecutive years of service.
 - d. Employees in regular full-time District positions on November 14, 1996 shall also be eligible for lifetime retiree benefits if promoted to UPE positions.
3. Employees new to the District:
 - a. This provision shall apply to persons beginning service in the UPE bargaining unit effective November 15, 1996 or thereafter.
 - b. The District will provide medical benefits for the employee up to age 65. The employee must retire at or after age 60 with ten (10) consecutive years of service to the District.
4. The eligible retirant receiving benefits under the plan may purchase coverage for his or her spouse for participation in the plan.
5. The provisions of this program are subject to future negotiations between the parties.
6. The provisions of this program are subject to the requirements of the carriers. In the event that carrier requirements are inconsistent with the provisions negotiated, the parties will reopen negotiations regarding the impact of the carrier requirements.

Article 12

SUMMER SCHOOL

When the District offers Summer School/ESY, the principal at the proposed summer school/ESY site, followed by other UPE Unit members, shall have first right of refusal to the administrative position. By April 1 of each year commencing with April 1, 2022, the District and UPE shall meet to discuss the summer school/ESY rate of pay for the summer school program in that school year.

Article 13

TERM OF AGREEMENT

1. This Agreement will conclude negotiations for the 2019-20, 2020-21 and 2021-22 school years with no reopeners in those years. The Agreement shall become effective upon approval by UPE and the District, as evidenced by the signature of the UPE and District designees and by ratification of the UPE unit members and the District Board of Education.

For United Professional Educators

For Sacramento City Unified School District

Richard Owen, UPE Executive Director

Jorge A. Aguilar, Superintendent

Date

Date

Judy Farina
Judy Farina, UPE President

January 25, 2022
Date

1/26/22

