

COLLECTIVE BARGAINING AGREEMENT

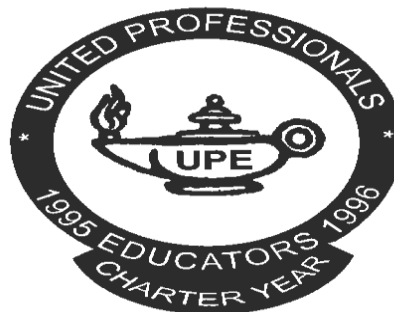
BETWEEN

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**



AND

UNITED PROFESSIONAL EDUCATORS



EFFECTIVE JULY 1, 2016 - JUNE 30, 2019

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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; Supervisor, Special Education; 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

Shall EXCLUDE: All classified, management and confidential employees, and employees otherwise not eligible for inclusion, including Administrator, Accountability; Administrator, Adult, Vocational Education; Administrator, Business Services Section; Administrator, Child Development; Administrator, Consolidated Programs;

Administrator, Curriculum/Staff Development/Media; Administrator, Employee Relations; Administrator, Fiscal Services; Administrator, Pupil Services; Administrator, Special Education; Architect; Area Administrator; Assistant, Public Relations; Assistant Superintendents; Chief Financial Officer; Chief Operations Officer; Coordinator, Business Services; Coordinator, Cities in Schools; Coordinator, Community Drug-Free School Zone Project; Coordinator, Educational Data Processing; Coordinator, Information Services and Educational Technology; Coordinator, Occupational Health; Coordinator, ROTC; Data Processing Specialist; Deputy Superintendents; Director, Accounting Services; Director, Asbestos Control and Industrial Hygiene; Director, Budget Services; Director, Building and Grounds; Director Classified Personnel; Director, Communications; Director, Data Processing; Director, Elementary Certificated Personnel; Director, Food Services; Director, Gifted and Talented Education Program (GATE); Director, Head Start; Director, Healthy Start Program; Director, Information Services and Educational Technology; Director, Integrated Educational/Magnet and Summer School; Director, Internal Audit/Systems Development/Special Projects Accounting; Director, Maintenance and Operations; Director, Multilingual Program; Director, Parent Training and Assistance Program; Director, Public Relations; Director Pupil Personnel Services; Director, Purchasing; Director, Transportation; District Librarian; Employee Assistance Liaison; Executive Assistant, Instruction/Support Services; Executive Assistant to the Board of Education; Facilities Project Manager; Hearing Officer; Internal Auditor; Legal Counsel; Microcomputer and Telecommunications Specialist, ISET; Personnel Analyst; Personnel Specialist, Certificated; Personnel Specialist, Classified; Principal, Bowling Green Elementary School; Program Manager, Community Drug-Free Zone Project; Research Specialist (only the position at Bowling Green Elementary School and the position held by a classified employee; School Facilities Planner; Superintendent; Supervisor, Operations Services Section; Transportation Fleet Coordinator; Transportation Operations Coordinator; and Transportation Training Coordinator.

In addition, any employee otherwise eligible for inclusion will be excluded as a confidential employee if said employee voluntarily accepts appointment to a negotiations team representing the District with respect to bargaining units represented by the Sacramento City Teachers Association, Service Employees International Union or Teamsters Local 228. Exclusions based on negotiations team participation shall not exceed six (6) employees at any one time nor more than two (2) employees per negotiations team. Any individual employee exclusion shall be for a period not less than six months and not to exceed one full negotiations cycle (inclusive of ratification) involving the negotiations team to which the individual is appointed.

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. 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".
 - h. 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.
 - i. 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.
 - j. The parties agree to work together during the 2017-18 school year to determine whether any language should be added to the CBA related to UPE unit member safety.

2. Agency Shop.

Pursuant to Government Code Section 3546 each employee in the unit shall, as a condition of his/her continued employment with the District, and within thirty (30) calendar days of the execution of this Agreement by the parties of his/ her employment into a position in the unit, whichever comes first, either join UPE as a member and pay its required dues, or remain a non-member of UPE and pay its required fair share service fee.

a. Maintenance of Membership

Each employee in the unit who is a member of UPE on the date this Agreement is executed by the parties or who joins UPE as member thereafter shall remain a member of UPE for the duration of this Agreement.

b. Non-Members

Each employee who is not a member of UPE on the date this Agreement is executed by the parties shall pay the fair share service fee called for under this Agreement for the duration of this Agreement, unless or until he/she either joins UPE as a member, or has a bona fide religious objection pursuant to Section 3546.3 of the Government Code, in which case, he/she shall comply with the appropriate requirements of this Agreement for those respective cases.

c. Religious Objectors

Pursuant to Government Code Section 3546.3, any employee who believes he/she has a bona fide religious objection shall submit written proof of it to UPE within the thirty (30) calendar day period called for in Section 2.b of this Agreement. After receipt of the written proof from the employee claiming the objection, UPE shall notify the District and the employee of its decision in a timely manner.

d. 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 regarding compliance with Section 2 of this Agreement, 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 regarding compliance with Section 2 of this Agreement, 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.

In addition, the District shall give UPE written notice of any change in the membership status of any employee in the unit, within thirty (30) calendar days of such change occurring, and said notice shall include the employee's name, job classification title, work location, and clear and concise description of the change that occurred.

3. Payroll Deduction.

Pursuant to Section 3541.1 (d) of the Government Code the District shall, monthly, deduct UPE dues, or fair share service fees, or if appropriate, charitable contributions, from the pay of each employee in the unit, at no cost to UPE and employees in the unit, subject to the following:

a. UPE Members – UPE Dues

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. Non-Members – Fair Share Service Fees

Fair share service fees shall be deducted from the salary or wages of non-members of UPE in the unit, in equal monthly installments, September through June each fiscal year (July 1 through June 30), in amounts required by UPE, commencing when UPE gives the District written notice to start such deductions.

c. Bona Fide Religious Objectors – Charitable Contributions

Charitable contributions in the same amount as the fair share service fees shall be deducted from the salary or wages of employees in the unit for whom UPE has notified the District to allow such employees to make a charitable contribution to one of the following charities:

- Sacramento Children's Receiving Home
- KVIE Sacramento Public Television
- Woman Escaping A Violent Environment (WEAVE)

d. 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 and fair share service fees within thirty (30) calendar days of the money being deducted, and such dues and fees shall be paid by separate checks (collective amounts), accompanied by a list of the names of members and non-members (with each clearly identified) from whom the money was deducted and the amount deducted from each.

e. Failure to Make Deduction Selection Timely

Should an employee fail to make his/her required choice within the thirty (30) calendar days called for under Section 2 of this Agreement, the District shall immediately notify UPE of same in writing, and upon written notice from UPE to do so, the District shall commence payroll deduction of the fair share service fee from the salary or wages of such employee.

f. Payroll Deduction Authorization Forms

Any employee who has provided the District with a payroll deduction authorization form for the purpose of paying UPE dues, prior to the execution date of this Agreement by the parties, shall not be required by the District to provide any additional authorization form(s) for that purpose for the duration of this Agreement.

Any form used for the authorization of payroll deduction for the purposes described in this Article of the Agreement shall be mutually agreed to by the between UPE and the District prior to its use, and is part of this Agreement.

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.

Article 5

EVALUATION OF WORK PERFORMANCE

Assessment of employees in the certificated supervisory bargaining unit (herein "administrators") shall be on a continuing basis. The evaluation of the work performance of administrators in the bargaining unit shall be done in accordance with the following:

1. Philosophy/Purpose Statement:

We believe that the growth of our professional educators and our commitment to accountability are the keys to improving our schools. Performance evaluation is an important component of our plan to achieve the Sacramento City Unified School District mission. The performance evaluation system serves multiple purposes. It promotes the values, beliefs, and norms we care about. It promotes security, reduces political influences and promotes a sense of fairness. It also promotes caring, teamwork, communication and feedback.

A most important purpose of the evaluation system is to improve employee performance. Performance improvement can best be achieved if we help every employee to succeed by recognizing good performance and by providing coaching, support, and help. We believe that the performance evaluation system is an important vehicle for making decisions about promotion, retention and reassignment. To achieve that end, performance expectations must be clear and feedback on performance must be specific and ongoing. Our system must promote the performance of all employees in management positions and withstand changes in leadership. We must provide appropriate orientation, training, and support and constantly evaluate the system and make necessary revisions to ensure that the evaluation system effectively achieves its objectives.

2. Basis of Evaluation:

The evaluation shall be based upon the job responsibilities of the administrator and two or three objectives related to the site.

3. Performance Standards:

Examples of performance standards to be used in the administrator evaluation are listed in Appendix "C", attached hereto and incorporated by reference as a part of this "Agreement."

4. Evaluation Instruments:

The evaluation instrument to be used for administrators assigned to school and non-school sites is described in Appendix "A" attached hereto and incorporated by reference as part of this "Agreement."

The parties agree to work together during the 2017-18 school year to make modifications to Article 5, Evaluation, and related evaluation forms.

5. Sequence of Evaluation:

a. New Administrators in the Bargaining Unit.

Administrators new to the bargaining unit on or after July 1, 1995 shall have their work performance evaluated annually their first two consecutive fiscal/school years of employment in the same position, then at least every two (2) years thereafter while in the same position.

b. Other Administrators in the Bargaining Unit.

All administrators in the bargaining unit prior to July 1, 1995 shall have their work performance evaluated either in the school year 1996-97 or 1997-98, according to an alternating schedule to be developed and mutually agreed to by the parties.¹ After the initial evaluation, the administrators shall be evaluated at least every two- (2) years thereafter while in the same position.

c. Effect of Transfer or Reassignment on Evaluation.

If an administrator is assigned to a different job classification he/she shall be evaluated during the first fiscal/school year he/she holds the new position, then at least every two (2) years thereafter while in that same position.

d. 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.

6. Evaluation Schedule and Procedure:

a. Initial Meetings

Initial meetings scheduled between an administrator and his/her evaluator shall be scheduled and held in accordance with the following:

(1) Timeline

Initial evaluation conference will be held by June 30 or within 30 days of appointment of the administrator or evaluator.

(2) Requirement at Initial Meetings

¹If the last digit of your social security number is even, you are evaluated in the even year. If the last digit is odd, you are evaluated in the odd year. For this purpose, the 1998-99 school year is an odd year; 1999-2000 is an even year. (Revised by UPE/SCUSD Agreement 4/12/99)

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. The evaluator and administrator shall mutually agree upon the specific objectives to be used for the evaluation. Should no mutual agreement be reached, the administrator may note this on the evaluation. If applicable, a Professional Improvement Plan will be discussed and developed.

(3) Evaluation Format

By September 30, or the initial meeting (whichever is later), the requirements of the initial meetings will be completed.

b. Intermediate Conference(s)

At least one (1) intermediate conference will occur to address the progress of the evaluation.

c. Completion of Evaluation

(1) Transmission of Evaluation.

Except as follows, the administrator being evaluated shall be provided 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. In the case of twelve-month employees, the evaluation shall be transmitted by June 30.

(2) Evaluation Contents.

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 fact and describe the unsatisfactory performance. In this case, the evaluator shall provide the administrator specific recommendations as to areas of improvement in the administrator's performance, and the evaluator shall assist the administrator in such performance. The evaluator shall develop a plan for improvement in the needed areas. The Professional Improvement Plan may also be initiated during the course of the evaluation or at any time when deficiencies are evident.

(3) Finalizing the Results.

(a) Evaluation

The administrator being evaluated and his/her evaluator shall meet to thoroughly discuss the final evaluation, prior to the last school day of the fiscal/school year in which the evaluation is made. In the case of twelve-month employees, the meeting shall occur before July 30. At this meeting:

- i. The evaluator shall review the evaluation with the administrator.
- ii. 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.
- iii. Once the requirements of (i.) and (ii.) are completed, the evaluator may modify the evaluation. The administrator may submit a written response.

(b) Professional Improvement Plan

The evaluator shall make every effort to provide the Professional Improvement Plan to the employee on or before June 15. In no event shall it be delivered after the employee's last contracted day.

7. Appeal Process:

- a. 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.
- b. 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.

8. 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.



Human Resource Services

Management Evaluation of Work Performance Management Evaluation Instrument

Evaluatee: _____ Position: _____

Evaluator: _____ Site: _____

I. Initial Conference Date: _____

A. Objectives *

1.

2.

3.

II. Intermediate Conference(s) Date(s) _____

A. Progress on Objectives *

1.

2.

3.

B. Comments on Performance Standards *

III. Final Conference Date: _____

A. Objectives, Commendations/Recommendations *
(Specify whether met or unmet and then list:)

1.

2.

3.

B. Performance Standards, Commendations/Recommendations *

C. Overall Evaluation:

___ Satisfactory

___ Unsatisfactory

D. Next Scheduled Evaluation: _____

Evaluator: _____ Date: _____
(Signature)

I have received and read this report, but my signature does not necessarily signify agreement. I understand that any written statement I wish to make regarding this report will be attached.

Evaluatee: _____ Date: _____
(Signature)

*(Attach additional pages, as necessary)



Human Resource Services

Management Evaluation of Work Performance Management Evaluation Instrument

I. Rationale for Professional Improvement Plan:
(List objectives/performance standards not met)

(Refer to Article ___ section 6 b.(3))

II. Plan Description (Attach additional pages, if necessary)

A. Activities:

B. Strategies:

C. Resources to be utilized:

D. Other:

III. Timeline:

A. Plan initiated on _____
(Date)

B. Plan to be completed by _____
(Date)

C. Plan revised on _____
(if needed) (Date) (Evaluator's Initials)
Attach Revisions

D. Plan completed _____

E. Plan not completed (Date) (Evaluator's Initials)
_____ (Date) _____ (Evaluator's Initials)

IV. Signatures:

Evaluator: _____ Date: _____

Evaluatee: _____ Date: _____

Appendix C

EXAMPLES OF PERFORMANCE STANDARDS

LEADERSHIP

1. Provides direction for the site or department.
 - a. Effectively articulates district philosophy, goals, and objectives.
 - b. Ensures use of need assessment data in goal development.
 - c. Ensures department/site involvement in the identification, development, implementation and monitoring of goals.
 - d. Promotes team building.
 - e. Implements change through a systematic process of program review and revision.
 - f. Prepares and executes short- and long-range plans that support the goals of the district and department/site.
 - g. Uses creative strategies in promoting and bringing about change.
2. Provides for ongoing staff development.
 - a. Involves staff in assessing, identifying, and implementing staff development needs.
 - b. Promotes staff development activities which focus upon the improvement of department/site services.
3. Provides for improvement of employee performance through evaluation.
 - a. Applies effective coaching and supervisory strategies.
 - b. Demonstrates effective classroom observational skills.
 - c. Provides regular feedback through effective conferencing.
 - d. Clarifies and models high standards of expected performance.
 - e. Assesses and communicates the appropriate performance standards.
 - f. Assists staff in the formulation and implementation of a Professional Improvement Plan.
 - g. Monitors effectiveness and efficiency of staff.
 - h. Provides staff with productive evaluations which identifies commendations and recommendations.
 - i. Uses a supervision cycle through observation, data collection, and feedback techniques.
4. Provides for effective organization of personnel to meet client needs.
 - a. Recommends and assigns new staff who complement existing staff in order to meet student, department, and site needs.
 - b. Seeks and considers staff input in department and site assignments to meet program needs.

MANAGEMENT

1. Provides for effective and efficient day-by-day operation for the department/site.
 - a. Provides administrative procedures which are clear, easily understood, and efficient.
 - b. Involves the staff in development and review of operational procedures.
 - c. Delegates appropriate responsibilities and tasks to the staff.

2. Maintains facilities conducive to a positive working and learning environment.
 - a. Identifies needed changes and improvements in department/site facilities.
 - b. Identifies and monitors custodial operations that maintain a clean department/site.
 - c. Reports the need for repairs and encourages quick repairs to the facilities.
3. Provides sound fiscal management of available resources.
 - a. Involves staff in developing and administering the department/site budget consistent with district goals.
 - b. Ensures that all fiscal transactions occur through a budgeted process of fiscal management.
 - c. Ensures accuracy and punctuality of financial reports.
4. Promotes and maintains a positive climate.
 - a. Exhibits a positive attitude toward staff and clients.
 - b. Promotes an atmosphere of cooperation, mutual trust, loyalty, pride, and positive morale.
 - c. Establishes a systematic discipline process for students which is fair and consistent and provides them with due process.
5. Utilizes effective supervisory practice to promote professional conduct.
 - a. Administers staff disciplinary procedures in accordance with district policy.
 - b. Ensures that staff behavior expectations are described and clearly discussed with staff.
 - c. Encourages consistency in handling discipline matters.
6. Demonstrates effective organizational skills.
 - a. Establishes priorities for use of time.
 - b. Delegates authority with responsibility, as appropriate.
 - c. Utilizes resources effectively.
 - d. Completes duties and assignments promptly and accurately.
7. Demonstrates effective skills in problem analysis, decision making, and judgment.
 - a. Identifies, analyzes, and establishes priorities among pertinent elements in problem situations.
 - b. Makes appropriate decisions based upon available information.
 - c. Successfully implements decisions.
 - d. Evaluates decisions.
 - e. Makes unpopular decisions for the good of the department/site, and district.
 - f. Weighs costs and benefits before making a decision.
 - g. Takes ownership for decisions.
 - h. Uses consensus-building strategies.
8. Demonstrates effective communication skills.
 - a. Communicates effectively and tactfully with varied audiences.
 - b. Establishes open lines of communication.
 - c. Expresses ideas which are clear, effective, and grammatically correct (orally and in writing).
 - d. Presents information in an easy to understand manner.

- e. Addresses adverse situations in an effective and professional manner.

PROFESSIONAL RESPONSIBILITIES

1. Supports district programs, policies, and procedures.
 - a. Attends required meetings.
 - b. Uses appropriate channels for communications, decision making and resolving concerns.
 - c. Manages personnel in accordance with district policies and contract provisions.
 - d. Works independently without supervision.
 - e. Demonstrates commitment, motivation, and work ethic in relation to the job.
 - f. Establishes and maintains working relationships with the unit employee representatives.
2. Complies with appropriate state and federal laws and administrative regulations.
 - a. Is knowledgeable of legal and administrative requirements.
 - b. Keeps current with changes in laws and regulations.
 - c. Effectively directs staff to achieve and maintain compliance.
3. Participates in professional growth.
 - a. Attends workshops, courses, and seminars to further professional development.
 - b. Maintains current knowledge through the reading of professional literature and taking advantage of opportunities to learn from colleagues and staff.
4. Demonstrates personal motivation and self-discipline.
 - a. Holds high expectation for self.
 - b. Models positive work habits and attitudes.
 - c. Is open and responsive to suggestions for improvement.
5. Assumes responsibilities outside the site for department related to district matters.
 - a. Attends curricular, co-curricular, and extra-curricular functions beyond the regular school day.
 - b. Attends community meetings that contain implications for the department or site.

INTERPERSONAL SKILLS

1. Demonstrates a fair and caring attitude toward staff, students, and community members.
 - a. Follows through on commitments to those served in a timely manner.
 - b. Helps resolve issues of those served in a timely manner.
 - c. Presents a professional image at all times.
2. Conducts district business in a professional manner.
 - a. Expresses concern for the needs of those served.
 - b. Provides feedback and constructive criticism.
 - c. Interacts with others in a courteous and professional manner.
 - d. Seeks involvement and assistance from others to resolve the needs of those served.

CURRICULUM AND INSTRUCTION (SITE ADMINISTRATORS AND OTHERS AS APPROPRIATE)

1. Promotes and supports the instructional program of the school and district by working with staff, parents, and students where appropriate.
 - a. Determines the goals of instruction.
 - b. Demonstrates knowledge and application of various classroom supervision techniques appropriate to content areas, grade levels, and teaching styles.
 - c. Ensures that a well-articulated and balanced curriculum is implemented which serves the needs of all students.
 - d. Ensures teaching staff uses principles of learning in delivery of instruction.
 - e. Ensures teaching staff uses sound instructional approaches.
 - f. Encourages teaching staff to develop innovative teaching methods.
 - g. Routinely monitors student performance and encourages individual student progress which meets their needs.
 - h. Ensures that instructional interventions are evaluated to determine if student achievement is influenced.

2. Demonstrates knowledge and use of emerging curriculum and program assessment trends.
 - a. Effectively utilizes curriculum support services to improve student achievement.
 - b. Routinely monitors the staff to determine the extent to which board-adopted curriculum, goals, objectives, and strategies are being met.
 - c. Provides opportunities for group planning and discussion related to curriculum.

Article 6

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 6 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.

- 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.

¹The 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).

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

Article 7

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 D.
 - 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 2017-18 school year, UPE members will be eligible for longevity steps at the following years as reflected on the salary schedule attached hereto:
 - 13 – 1% of employee’s base salary

- 16 – 2% of employee’s base salary
- 19 – 3% of employee’s base salary
- 22 – 4% of employee’s base salary
- 25 – 6% of employee’s base salary

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.



**United Professional Educators (UPE)
Annual Rate Salary Schedule
2017-18 School Year
(Effective July 1, 2017)**

Salary Schedule B

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								
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								
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								
9744	Coord III, New Teacher Services	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								
9724	Coord II, Multilingual Literacy	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
1941	Coord II, Regional Occupational Prog	A	44	\$92,908	\$93,908	\$95,908	\$101,709	\$106,709	\$110,709	\$113,709	\$116,494
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 2017-18, 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.

Article 8

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.

Article 9

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 10

TERM OF AGREEMENT

1. This Agreement will conclude negotiations for the 2016-17 and 2017-18 school years with no reopeners in those years. The Parties agree to make the necessary changes to Article 10 (Term of Agreement) provision of the CBA to reflect the term of the agreement from July 1, 2016 to June 30, 2019. The Parties agree that they may reopen up to two articles of their choice for the 2018-19 school year consistent with Article 10.2. 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

Cancy McArn, Chief Human Resources Officer

Date

Date

Judy Montgomery, UPE President

Ted Appel, Assistant Superintendent, Labor Relations

Date

Date