San Juan Unified School District

And

San Juan Professional Educators Coalition

Collective Bargaining Contract

July 1, 2014

To

June 30, 2017

UPDATED FEBRUARY 2015
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SAN JUAN UNIFIED SCHOOL DISTRICT
And
SAN JUAN PROFESSIONAL EDUCATORS COALITION
CONTRACT

Article 1 – General Provisions

1.1 This Collective Bargaining Contract (Contract) is made and entered into by
and between San Juan Professional Educators Coalition (Coalition) and
San Juan Unified School District (District), pursuant to the Education
Employment Relations Act, commencing with Section 3540 of the
Government Code (EERA).

1.2 Recognition: Pursuant to Case SA-PR-1070-E of the Public Employment
Relations Board (PERB), the District recognizes the Coalition as the
exclusive bargaining representative of the certificated supervisory
bargaining unit described in Appendix “A” attached hereto and incorporated
by reference as part of this contract. In the event that new classifications
are created, the District and the Coalition agree to consult as to the
appropriateness of the position being within the unit. The meeting between
the District and the Coalition shall take place within 15 working days of the
posting of the position. In the event that there is a dispute about inclusion
in the unit, changes in the approved unit will be determined by the Public
Employment Relations Board.

1.3 Distribution of the Contract: The Coalition shall be responsible for the
distribution of the Contract to each member of the bargaining unit. The
District shall be responsible for posting the contract on the District’s web
site.

1.4 Savings Clause: If any provision of this Contract should be held invalid by
operation of law as determined by final order of a court of competent
jurisdiction, the remainder of this Contract shall not be affected thereby,
unless such invalid provision constitutes such a material provision as to
cause a significant impact on the parties’ intentions. However, in the event
of such an occurrence the Coalition and District shall promptly meet and
negotiate over the effect the invalidated provision has on employees in the
Unit and/or the Coalition, and to negotiate a replacement provision if and
when lawful to do so.

1.5 Term: Three years effective July 1, 2014 with limited reopeners on salary,
benefits and three additional articles per party in the second (2015-2016)
1.6 **Subsequent Negotiations and “Sunshine” Process:** Each party to this Contract may reopen salary, benefits plus two additional articles each, for the 2007-08 fiscal year and again for the 2008-09 fiscal year. SJPEC shall submit its written initial proposals to the District on or before July 31 for the 2007-08 reopeners, and in March, 2008 for 2008-09 reopeners. The written proposal shall be submitted to the Board of Education with a copy to the head of Human Resources and the Director of Labor Relations. The proposal will be placed on the Board agenda and public comment will be invited at the following board meeting. The District will present its initial written proposals for the reopener negotiations within three board meetings of the public comment period and will adopt its initial proposal by the fourth board meeting following the public comment on the Coalition’s initial proposal.
Article 2 – Management Rights

2.1 District Proposal: Retention of Rights: Management retains all rights not specifically modified herein. Such rights include the right to modify, create or delete job descriptions, job titles, make assignments and transfers, discipline and promote employees, evaluate, compensate, and manage all other aspects of the employment relationship.
Article 3 – Organization Rights

3.1 **Representation:** The Coalition has the exclusive right to represent all employees in the Unit on all matters pertaining to their employment relations with the District. Employees in the Unit have the right to represent themselves in grievances or discipline.

3.2 **Release Time:** The District shall provide release time from work without loss of compensation for the following reasons:

3.2.1 **Negotiations** – a reasonable number of representatives (generally no more than five) of the Coalition for purposes of meeting and negotiating over matters within the scope of representation.

3.2.2 **Grievances** – the grievant and a Coalition representative for the presentation of grievances.

3.2.3 **Discipline** – the employee subject to potential discipline plus a Coalition representative during investigatory interviews and meetings with the District to discuss discipline or potential discipline.

3.2.4 **District Committees** – a representative of the Coalition serving as such on a district committee.

3.3 **Officer Release Time:** See section 6.13 under the Leaves article for provisions related to release of the Coalition president.

3.4 **Access to Employees:** The Coalition shall have a reasonable right of access to facilities in order to meet with members of the unit during non-work time, such as before or after school or during lunch for those members who are not site-administrators.

3.5 **Bulletin Boards:** The Coalition shall have the right to use those bulletin boards designated as available for other bargaining units, in the same manner and to the same extent as such other units enjoy, and may post such organizational material as it chooses, so long as such material does not subject the District to possible litigation or liability.

3.6 **Facilities:** The Coalition has a reasonable right to use District equipment and facilities for activities germane to the role of the Coalition pursuant to the EERA, so long as such use does not result in a significant cost to the District. The Coalition shall be responsible for setting up and taking down any special equipment, and for leaving the facility in at least as good a condition as when the meeting or function commenced. Such use shall not interfere with the District’s use of the facilities. Should such use
involve additional custodial time, the Coalition shall reimburse the District for the costs of the custodian or other employee required to work as a result.

3.6.1 **E-mail/Mail Service:** The Coalition shall be permitted reasonable use of the District Mail Service or unit member mail boxes, and electronic technologies for communication with bargaining unit members. The unit members must be in compliance with District policy when using either the District E-Mail or Mail Service.

3.7 **Organizational Security:**

3.7.1 **EERA Requirement:** Pursuant to Section 3546 of the EERA each employee in the Unit shall, as a condition of his/her continued employment, join the Coalition as a member and pay its annual membership dues (dues), or remain a non-member and pay the fair share service fee (fee) the Coalition charges non-members, and in either case the employee shall do so within thirty calendar days of receipt of notice from the Coalition of the provisions of this section, and the employees’ rights as provided pursuant to the EERA and PERB’s regulations.

3.7.2 **New Employee in Unit – Notice to Coalition:** The District shall notify the Coalition within 10 working days when an employee is employed into a position that is part of the Unit; this will include his/her name, job classification title, District work location and the date the employee is so employed. The notification shall be in writing.

3.7.3 **Coalition Notice to Employee:** The Coalition shall promptly, upon receipt of the information from the District regarding the employee when employed into the Unit, provide the employee with information regarding its dues, fee and other matters pertaining to organizational security pursuant to the EERA and this Contract, and the payroll deduction authorization form for the employee to complete to have the dues or fee deducted from his/her pay by the District.

3.7.4 **Dues Deductions:** Each employee in the bargaining unit shall be subject to automatic dues or fee deductions to the extent provided by law. Any employee who chooses to pay their dues or fees directly to the Coalition shall submit a written notice informing the District and the Coalition that the employee requests the dues or fees no longer be deducted and agreeing to pay those dues or fees directly to the Coalition.
3.7.5 Religious Objectors: An employee alleging he or she is a religious objector pursuant to Section 3546.3 of the EERA shall, with the completed payroll deduction authorization form he/she provided the Coalition pursuant to this Contract, provide the Coalition with clear and concise written proof that he or she is a current member of a religious body whose traditional teachings or tenets prohibit its members from belonging to and/or financially supporting an employee organization such as the Coalition. Any employee in the Unit alleging he/she is a religious objector other than pursuant to Section 3546.3 of the EERA shall not, for purposes of this Contract, be considered as a religious objector. Further:

3.7.5.1 Upon receipt of the written proof from the employee regarding the religious body and currency of his/her membership therein the Coalition shall, promptly review that proof and make a decision on the matter, notifying the employee involved and District of its decision in writing in a timely manner, simultaneously.

3.7.5.2 If the Coalition upholds the employee claim of being a religious objector that employee shall thereafter, pay an amount equal to the fee each fiscal year by District payroll deduction, to one of the four charitable organizations listed immediately below:

3.7.5.2.1 KVIE – Sacramento Public Television
3.7.5.2.2 Sacramento Children’s Home
3.7.5.2.3 WEAVE – Women Escaping a Violent Environment
3.7.5.2.4 San Juan Foundation

3.7.5.3 The Coalition retains the right to periodically require a religious objector to provide the Coalition written proof that he/she is a current member of the religious body for which he/she was granted the religious objector status, and each such request by the Coalition to do so shall be made in writing to the employee. However, in the event the Coalition is unable to verify the employee’s claim he/she is a religious objector or the employee does not provide the required proof pursuant to this Contract the employee shall thereafter be a non-member and pay the fee for the duration of this Contract and pursuant to the EERA.

3.7.6 Information Provided to Coalition by District: Not later than July 30 immediately following the end of the fiscal year, the District shall provide the Coalition a written list including the
name, job classification title, and District work location for each employee in the Unit as of June 30 of the fiscal year just ended.

3.7.7 The District shall notify the Coalition promptly in writing of the name, job classification, title, and District work location of any employee in the Unit who changes his/her payroll deduction authorization for dues, the fee, or charitable contribution.

3.7.8 **Hold Harmless:** The Coalition holds the District harmless pursuant to the express requirements of Section 3546 of the EERA. The Coalition shall reimburse the District any expenses of defense, including attorney fees, should the District be named as a defendant in a lawsuit.

3.7.9 **Employees in Unit Prior to Contract:** Regardless of any other provision of this Contract, all employees in the Unit prior to the date this Contract is entered into by the Coalition and District shall, if the employee joined the Coalition as a member, remain a member and have dues deducted from his/her pay by the District for the duration of this Contract. If the employee did not join the Coalition as a member, the District shall continue to deduct the fee from his/her pay for the duration of this Contract. An employee in the Unit approved as a religious objector shall continue to have the charitable contribution deducted from his/her pay by the District for the duration of this Contract. No additional authorization from the employee shall be required.

3.8 **Professional Growth Fund**

a) The District will provide Professional Growth funds in the amount of $10,000 annually for use by SJPEC members

b) These funds are to be utilized for activities related to job-connected skills or potential careers within the District.

c) Hours accumulated utilizing these funds are not eligible for Continuing Education hours.

d) Union related activities and expenses are not permissible with the SJPEC Professional Growth Fund

e) Members are encouraged to schedule professional development outside of school hours whenever possible.

f) SJPEC President and the Associate Superintendent or designee shall mutually determine the authorization for expenditures from this fund.

g) This account will rollover annually with the maximum amount accrued not to exceed $20,000.00.

h) The timelines and procedures that exist in the SJUSD Travel Conference Approval Expense and Claim Form will be utilized for any travel and/or expenses from this account.
Article 4 – Grievance Procedure

4.1 Purpose: The purpose of this Article is to establish a procedure to resolve disputes concerning an alleged violation of this Contract.

4.2 Definitions:

4.2.1 A “grievance” is a written allegation made by one or more employees in the Unit and/or the Coalition that the District has violated this Contract.

4.2.2 A “Grievant” is any employee or group of employees in the Unit and/or the Coalition acting on behalf of such employee(s) or itself, filing a grievance.

4.2.3 A “business day” is a day on which the district office is open for regular school district business.

4.3 Adhering to Time Limits: Each time limit prescribed by this grievance procedure shall be adhered to by the Coalition, District, and Grievant(s) unless such time limit is extended by an express written agreement entered into by the Coalition and District.

4.4 Employee Grievance without Representation: An employee in the Unit may file and process a grievance without Coalition representation through Level Two (2) of this grievance procedure; however in such cases the grievant shall not be allowed representation on the grievance from any other person and/or organization except as allowed by law. The District shall, prior to finalizing any resolution of the grievance, provide a copy of the proposed resolution to the Coalition. The Coalition has up to fifteen (15) calendar days following its receipt of that proposed resolution to the grievance to notify the District of any objection to the proposed resolution. The District shall not resolve such a grievance in a manner that amends, modifies or violates the terms of this Contract.

4.5 Modification: The Grievant may not modify the grievance in any material way once it is filed in writing.

4.6 Step 1: Informal Level

Disputes are best resolved at the lowest level possible, in the most collegial manner possible. Consequently, the Grievant shall first attempt to resolve his/her/its concerns informally with the person closest to the decision or action that is alleged to have violated the Contract. This shall occur in a meeting during which the Grievant identifies that the purpose of the meeting is to attempt to resolve the issue. The Grievant should be prepared to identify the action or decision taken, and the specific section of the Contract that is alleged to have been violated. This meeting shall occur within
[District said “fifteen”; Coalition said “twenty”] business days of when the action alleged to have violated the Contract occurred, or when the Grievant should have known the act occurred.

4.7 **Formal Level - Level 1: – Director**

4.7.1 If efforts to resolve the matter at the informal level are unsuccessful, the Grievant shall file a formal written grievance on the grievance form (see Appendix “B”) within ten (10) business days of when the informal meeting occurred or the Grievant should have known the alleged violation occurred. The Grievance form shall indicate the date of the informal meeting and who was present.

4.7.2 All portions of the grievance form must be filled in. If portions are not applicable, the Grievant shall indicate “N/A” or some other similar designation. The specific provisions of the Contract alleged to be violated must be identified.

4.7.3 The grievance shall be filed in the Human Resources Department with the Assistant Superintendent’s office. It will be assigned a number and forwarded to the appropriate director for processing.

4.7.4 Within ten (10) business days of the District’s receipt of the completed Level 1 grievance form, the appropriate director will schedule a meeting with the Grievant. The Grievant shall present his/her concerns, the sections of the Contract alleged to have been violated, and the requested remedy.

4.7.5 The director who hears the Level 1 grievance shall prepare a written response to the grievance which shall be provided in writing to the Grievant/Coalition with a copy to Human Resources. (See Appendix “B” for format of the response.)

4.7.6 The written response to Level 1 is due within ten (10) business days of the date on which the Level 1 meeting is held.

4.7.7 The timelines specified in this section may extended for up to ten (10) additional business days by the director if needed to conduct further investigation into the allegations. The director shall so notify the Grievant if he/she needs this additional time.

4.8 **Level 2 – Superintendent/Designee**

4.8.1 If the Grievant is dissatisfied with the response from Formal Level 1, or if no response is received within the permitted timeframe, the Grievant may, within five (5) business days of the date on which the decision at Level 1 was rendered or should have been rendered, file the grievance at Level 2. A Level 2 grievance shall be filed with the
Assistant Superintendent, Human Resources on behalf of the Superintendent.

4.8.2 The Level 2 grievance shall respond to any points raised in the response from Level 1 to which the Grievant disagrees.

4.8.3 Attached to the grievance shall be a copy of the response from Level 1, if one exists.

4.8.4 Within ten (10) business days of receipt of the Level 2 grievance, the Superintendent or designee shall schedule a meeting with the Grievant. The meeting itself may occur after the ten day period if the respective schedules do not allow for the meeting to be held within that period, however, it shall be held within twenty (20) business days of the filing of the Level 2 grievance.

4.8.5 Within ten (10) business days of the Level 2 meeting, the Superintendent or designee shall prepare and submit a written response to the grievance. A copy of the response shall be submitted to both the Grievant and the Coalition.

4.9 Grievance Files: The District shall maintain the grievance files separately from the District personnel files of the Grievants.
Article 5 - Evaluation of Job Performance

5.1 Evaluation Timelines and Procedures

5.1.1 The evaluation process provides an opportunity for a member to conduct reflection of professional growth and it provides an opportunity for an evaluator/supervisor to provide specific feedback related to educational leadership standards. The evaluatee is responsible for effective performance within all six California Professional Standards for Educational Leaders (Appendix C-2; Page 2 of 5) and the responsibilities described in the District’s job description.

A member may elect either the Mutual Commitments and Expectations Evaluation Process (MCE) or the Option A or Option B SJPEC Evaluation Tool Process based upon specific criteria noted in below.

5.1.2 SJPEC Evaluation Option A

- Option “A” is available to all members.
- Option “A” of the SJPEC Evaluation process includes four steps.
  a. The member and the evaluator meet no later than the third Friday in October at the Goal Setting Conference and to review the evaluatee’s goals and complete the SJPEC Evaluation Cover Sheet Appendix C-1; page 1).
  b. The member and evaluator meet for a Mid-Year Conference no later than February 1st to review progress on the three focus goals (Appendix C-2; page 3a, 3b, and 3c) as well as any of the other California Professional Standards for Educational Leaders (Appendix C-1; page 2).
  c. Prior to the End of Year Conference, the member and evaluator mark rubrics reflecting their appraisal of performance on the six California Professional Standards for Educational Leaders (Appendix C-1; pages 4 and 5).
    - If the Evaluator is recommending a non-continuation for Option A for the following year, the process must be completed by March 1 and documentation must be attached.
  d. The member and evaluator meet for an End-of-Year Conference no later than June 20th to review the member’s focus goals (Appendix C-1; pages 3a, 3b, and 3c), the member and evaluator rubrics (Appendix C-1; page 4 for the Evaluatee and page 5 for the Evaluator), and the evaluator completes the evaluator’s Summary of Overall Performance (Appendix C-1; page 1).
5.1.3 SJPEC Evaluation Option B

- Option “B” is available to members who have completed three years of SJPEC service in San Juan and have all three prior evaluations checked “Continuation without Reservation.”
- After the first three years of being evaluated as “Continuation without Reservation,” the Option “A” process or the Option “B” process may be used at the discretion of the evaluatee.
- Option “B” of the SJPEC Evaluation process follows the same timelines as Option “A” but does not include the Mid-Year Conference (5.1.2.b).

5.1.4 SJPEC Evaluation Mutual Commitments and Expectations (MCE) Process

- The MCE process is available to SJPEC members who have completed three years of SJPEC service in San Juan and have all three prior evaluations checked “Continuation without Reservation.”
- The member and the evaluator meet no later than the third Friday in October at the Goal Setting Conference and review the completed MCE Template (Appendix C-2; page 1).
- The member and evaluator meet for an End-of-Year Conference no later than June 20th to review the member’s responsibilities and objectives and his/her performance within all six California Professional Standards for Educational Leaders (Appendix C-2; pages 3a, 3b and 3c).

5.1.5 Five-Year Cycle

- The evaluator may extend to a member the option to be evaluated on a five-year cycle instead of annually or every other year. To be eligible for this option, the member must have at least three consecutive years of satisfactory performance and indicate the choice on Appendix C-1; page 1 by the 3rd Friday in October.
  - During the five-year cycle, to comply with Education Code § 44664, the evaluator will continuously monitor performance and complete a Summative Evaluation Statement (Appendix C-3). The Summative Evaluation Statement will be prepared by the evaluator every other year, signed by the member, and placed in the personnel file. A copy of the evaluation will be provided to the member at the End of the Year Summary meeting.
  - During the five-year cycle, when no formal evaluation is being conducted, the member is not responsible for writing goals or meeting with the evaluator at the beginning and end of year. However, the five-year status does not prohibit the evaluator from conducting informal observations. In such cases, it is the evaluator’s responsibility to communicate throughout the year with the member regarding any concerns related to his/her performance. When an evaluator determines that a member will
no longer be eligible for the five-year evaluation cycle, it is the responsibility of the evaluator to notify the member(s) prior to June 20th using Appendix C-3. Such notification shall include purpose and rationale to support consecutive year evaluations.

5.2 Personnel Files

5.2.1 The District personnel file of each employee in the Unit shall be maintained and retained only at the District Human Resources Department headquarters.

5.2.2 Written documents of a derogatory nature shall not be entered into the District personnel file of any employee in the Unit until the employee is given written notice of the information and is given the opportunity to comment thereon in writing.

5.2.3 Material included in an employee’s personnel file shall be available for inspection by the employee (or his/her Coalition representative upon written authorization by the employee), by contacting the Human Resources Department and scheduling an appointment for such review during normal business hours. The employee shall not lose any compensation as a result of this review. This inspection shall not include ratings, reports, or records obtained by the District from any previous employer(s) prior to the employment of the employee. The employee, or the employee’s Coalition representative upon written authorization from the employee, shall have the right to obtain copies of the contents of the employee’s District personnel file, without undue delay.

5.2.4 The District personnel file of each employee in the Unit shall be treated as confidential by the District.
Article 6 – Leaves of Absence

6.1. General Provisions for Leaves of Absence

6.1.1 Requesting Leaves: For scheduled leaves, when the employee knows in advance he/she will need to be absent, the employee shall submit the District Request for Leave of Absence form, signed by his/her supervisor, to the Human Resources Department. An employee shall submit the written leave request form as early as he/she knows he/she is going to need to take leave. The form shall be filled out to include the type of leave and expected duration, and shall be signed by the employee to signify that the employee has read the conditions and requirements for the leave included on the form and/or attached to the form. The longer the expected leave, the more notice the employee needs to provide, so that appropriate arrangements can be made for a substitute administrator.

6.1.2 Other Employment: Leaves may not be taken for the purpose of other employment without the express written approval of the Superintendent.

6.1.3 Reporting Absences: Employees are required to submit the district’s absence verification form following every absence. Employees shall submit the absence form following each leave, whether paid or unpaid, within five (5) business days of return to work. For paid absences of unknown duration that extend longer than two weeks, the employee shall submit the form at least every calendar month during the absence unless he/she is incapacitated, in which case the employee’s immediate supervisor shall submit the absence form. This is to assure that the employee on a paid leave has adequate leave available to avoid an overpayment. The absence forms are to be signed by the employee’s supervisor and submitted to the Payroll Department promptly within the above timelines. An approved request for leave of absence does not relieve the employee of the obligation to submit an absence verification form upon return.

6.1.4 Wages and Benefits: Employees on paid leaves shall continue to receive their normal wages salaries and benefits, assuming they have adequate leave balances. Part-time employees shall continue to receive their normal, part-time wages and benefits.

6.1.5 Benefits while on Unpaid Leaves: Employees on unpaid leaves may continue their benefit coverage at their own expense, subject to the approval of the carrier.
6.1.6 **Medical Examinations:** [The following provision is subject to HIPPA and may be modified if found to be out of compliance with that provision.] If the Superintendent or designee has probable cause to suspect that an employee has an infectious, contagious or communicable disease, or an illness or ailment which would directly affect the health and welfare of students, he/she shall have the authority to require a medical examination administered by a physician licensed under the Business and Professions Code. The cost of such examination shall be at the expense of the District. Employees whose mental health is in question may be subject to review by a psychiatric panel in accordance with Education Code section 44942.

6.1.7 **Immediate Family:** “Immediate family” includes the employee’s spouse, and the employee’s or spouse’s children (natural, step, foster or adopted), parents, grandparents, grandchildren, siblings, or any relative living in the immediate household of the employee.

6.1.8 **Spouse:** Wherever in this Contract the term “spouse” is used, it shall also mean a person’s registered domestic partner, pursuant to California law.

6.2 **Sick Leave**

6.2.1 Employees are entitled to the following amounts of paid sick leave per year, based on full-time employment for that position, part time to be pro-rated:

6.2.1.1.1 180 – 199 work days, 10 days of sick leave
6.2.1.1.2 200 - 219 work days, 11 days of sick leave
6.2.1.1.3 220 or more work days, 12 days of sick leave

6.2.2 Unused sick leave shall accumulate from year to year without limitation.

6.2.3 **Sick Leave Usage:** Employees’ sick leave for the year shall be considered available as of July of each year, and may be accessed as needed. However, sick leave shall not be considered “earned” until the end of the month of employment for which it accrues. Employees who leave employment having used more sick leave than they have earned will have the overpayment deducted from their final pay warrant. If the final pay warrant is insufficient to cover the cost of the excess payment, the employee shall reimburse the District for any overpayments.
Extended Sick Leave:

6.2.3.1 One Hundred Days: When an employee has exhausted accumulated sick leave, including the amount annually credited, the employee is entitled to up to one-hundred days of extended sick leave. The extended sick leave shall be paid at one-half the employee’s normal daily rate of pay.

6.2.3.2 Extended Sick Leave Beyond One Hundred Days: When a permanent employee is absent because of accident or illness beyond the hundred days provided above, the employee may receive an extended disability payment of $100 per month, beginning with the exhaustion of the one hundred days and extending for not more than eighteen (18) months or a payment of $1800. All the employee’s normal District-paid insurance, retirement and fringe benefits shall be continued in force during the period when this benefit is in effect. Upon exhaustion of this leave, the employee’s employment shall be terminated and the employee placed on a thirty-nine (39) month reemployment list. Should the employee’s medical condition improve sufficiently to allow the employee to return to work, as verified by a physician, the employee will be entitled to restoration of his/her employment when there is a vacancy in the job classification the employee held at the time of termination. The District reserves the right to reassign the employee to an alternative assignment/classification so long as there is no loss of compensation.

6.2.4 Medical Verification: When sick leave used by an employee exceeds five (5) consecutive workdays, he/she may be required to provide a physician’s statement that verifies the illness or injury to the District. Such a physician’s statement shall include the date(s) the employee was ill or injured, along with a statement that such illness or injury prevented and/or continues to prevent the employee from being at work. The statement shall specify any job-related restrictions that will limit the employee’s ability to perform his/her full duties, along with the duration of such limitations, and shall be signed by a medical doctor licensed to practice in the State of California, or signed by a Chiropractor pursuant to the Labor Code.

6.2.4.1 In cases of extended absence for illness or injury a physician’s statement verifying the need for continued absence may, also be required by the District.

6.2.4.2 The District may also require medical verification of need for each absence charged to sick leave if the District has just cause to believe the employee is misusing or abusing sick leave.
6.2.5 Terminal Illness Leave: When an employee in the Unit has written verification from a doctor that an illness appears to be terminal, the employee may request to be placed on terminal illness leave. The District shall pay the employee his/her full contractual monthly salary for each month or part thereof that the employee survives for a period not to exceed twelve calendar months. This terminal leave shall begin after exhaustion of accumulated sick leave. District-paid insurance, retirement and fringe benefits shall be continued in full force during the period when this leave benefit is in effect.

6.2.6 Unpaid Leaves: Any employee in the Unit 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.

6.2.7 Health Leave: A permanent employee may request a leave of absence without pay for health reasons for a period of 36 months at the end of which time his/her employment with the District may be terminated. A statement of medical need from a qualified physician may be requested by the District. The permanent status of an employee requesting such health leave shall not be affected by the granting of the leave, but the period of leave shall not count toward the employee’s seniority. Prior to returning to duty, a statement must be furnished from the employee’s physician indicating that the returning employee can return to full-time employment without detriment to his/her health.

6.2.8 Transfer of Sick Leave from Other Districts: Newly hired employees who accrued sick leave from their former employment with a California public school District may have such sick leave balance transferred to San Juan, if their San Juan employment commences within a year of their former California public school employment, and if they submit a written request to the payroll department within one year of their employment in San Juan.

6.2.9 Restoration of Sick Leave Upon Reemployment: If a permanent employee resigns from the District and is reemployed by the District into a position in the Unit within thirty-nine (39) months of his/her previous District employment, and has not had his/her sick leave balance transferred to another school district, 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.
6.3 **Personal Necessity Leave:**

6.3.1 Employees may use up to ten (10) days of their accrued sick leave during each contract year for reasons of personal necessity, subject to the provisions in this section.

6.3.2 Acceptable reasons for the use of personal necessity leave include the death of a member of the employee’s immediate family when the number of days of absence exceeds the limits set by bereavement leave pursuant to this Contract, and as limited by that section; an accident involving the employee’s person or property or the person or property of a member of the employee’s immediate family; a serious illness of a member of the employee’s immediate family; a required court appearance of the employee; fire flood or other immediate danger to the home of the employee; and the personal business of a serious nature which the employee cannot disregard. Leave for personal necessity may also be allowed for other reasons at the discretion of the District Superintendent or designee. However no such leave shall be granted for purposes of personal convenience, for the extension of a holiday, weekend or vacation, or for matters that can reasonably be taken care of outside working hours.

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

6.3.4 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, who shall then forward the form to the payroll department.

6.4 **Catastrophic Sick Leave:** Employees may continue to participate in the management Catastrophic Sick Leave bank upon the same terms as management employees. Donations of sick leave to the Catastrophic Sick Leave Bank shall be combined with Catastrophic Sick Leave donations from the management group. The District and the Coalition shall each select two representatives to serve on the Catastrophic Sick Leave Committee. The Committee shall be convened within five days of an employee’s request to use Catastrophic Sick Leave. The Committee shall determine whether the requesting employee is eligible for such use, as set forth in the Management Catastrophic Leave Bank guidelines, which are attached as Appendix “F” and incorporated by reference as part of this Contract.
6.5 **Industrial Accident and Illness Leave:** Industrial accident and illness is defined as an accident or illness qualifying under State Workers’ Compensation Insurance as being work related.

6.5.1 Employees shall be granted up to sixty workdays of fully compensated industrial accident or illness leave for each such accident or illness during the affected employee’s annual work year in any one fiscal year for the same accident or illness.

6.5.2 Industrial accident and illness leave shall commence the first day of the qualified absence and shall be reduced one day for each day of authorized absence regardless of any temporary disability award, and shall not accumulate from year to year.

6.5.3 When an accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the remaining amount of unused leave due him/her for the same illness or injury.

6.5.4 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 accumulated sick leave which, when added to temporary disability indemnity will result in a payment of not more than the employee’s regular salary.

6.5.5 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.

6.5.6 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.

6.5.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within California unless the governing board authorizes travel outside the state.

6.5.8 Employees desiring to use the services of their own physicians in the event of an industrial accident or illness must have submitted the appropriate notification to the Workers’ Compensation Office prior to an industrial accident or illness.

6.6 **Bereavement Leave:**

An employee shall be granted bereavement leave as follows, for death of a member of the employee’s immediate family, as defined in section 6.1.7:
6.6.1 In the event the bereaved employee travels 300 or fewer miles one way, he/she will be granted up to three (3) days leave for purposes of attending the funeral or attending to the personal affairs of the deceased.

6.6.2 If the employee needs to travel more than 300 miles to attend the funeral or take care of personal affairs of the deceased, the employee may have up to five (5) days of bereavement leave.

6.6.3 These days shall not be deducted from the employee’s sick leave account.

6.6.4 In addition to the bereavement leave provided above, the employee may use up to ten (10) days of personal necessity as provided in Section 6.3 above in case of personal emergency arising from the death of a member of his/her immediate family.

6.7 Family Medical Leave: Employees shall be provided family medical leave as provided in State and Federal law. Such leave shall run concurrently with available paid leaves.

6.8 Parenting Leaves:

6.8.1 Employees needing to be absent due to disability caused by pregnancy or child birth may use sick leave as provided under the sick leave provisions of this Contract.

6.8.2 An employee may be granted up to two (2) days of paid parenting leave at the time of birth or adoption of his/her child, or in the event of adoption, at the time of taking delivery of the adopted child. Such leave shall not be deducted from sick leave.

6.8.3 Employees may be granted an unpaid parental leave of absence in relation to child rearing as follows:

6.8.3.1 An employee who is pregnant shall be entitled, on request, to an unpaid leave to begin at any time between the commencement of her pregnancy and birth of the child. The employee shall make formal application to the Human Resources Department for parental leave.

6.8.3.2 Once the child is born, an employee may be granted, upon request, an unpaid child-rearing leave to begin at any time between the birth and/or adoption of his/her child and two years thereafter. The leave may not exceed one year without the approval of the superintendent and board of education.
6.8.3.3 Leaves under these provisions shall be requested by submitting a formal leave of absence request to Human Resources, signed by the employee’s supervisor, and should be requested as far in advance of the desired leave as possible.

6.9 **Jury Duty:** All employees in the Unit shall be granted jury duty leave of absence with full compensation and benefits when such employee is required to appear for jury duty. The employee is required to sign over to the District any jury duty pay (not including mileage reimbursement).

6.10 **Military Leaves:** Employees are entitled to military leave as provided by state and federal laws and board policy and regulations.

6.11 **Education Leaves:**

Employees may request education leave as provided in board policy and regulations for management employees. Upon the recommendation of the Superintendent, the Governing Board may grant bargaining unit employees a leave of absence without pay for the purpose of educational improvement. Such leave shall last not less than one semester or more than one year. An extension of the leave may be granted where completion of the course for advancement requires longer than one year and where the advantage will accrue to the District.

6.11.1 **Short-Term Education Leave:** The district may grant an employee a short-term paid leave for educational reasons related to his/her employment. Such paid leave is on a case-by-case basis and subject to availability of funds and desirability of the opportunity it provides to the district and the employee.

6.12 **Coalition Officer Leave:**

6.12.1 At the beginning of each fiscal year, the Coalition shall provide written notification to the Human Resources Department of its roster of elected officers, and shall update such roster each time there is a change in officers.

6.12.2 Except as provided in Article 3 of this Contract regarding paid release time, should the Coalition request the release of an elected Coalition officer or a Coalition member acting on behalf of the Coalition leadership to attend to Coalition business or to attend any non-district meeting or conference occurring during the employee’s work time (i.e., any meeting or conference for which the District is not statutorily required to provide paid release time), the Coalition shall be responsible for reimbursing the District the full cost of such
employee, including salary, benefits, retirement contributions, and payroll driven benefits. The Coalition shall reimburse the District the cost of such release time within ten (10) days of receipt of the invoice from the District. Leave under this provision must be requested in writing within a reasonable period prior to the requested leave, to enable the District to secure a substitute.

6.13 Long-term and Short-term Unpaid Leaves: The District may grant a long-term or short-term unpaid leave of absence to an employee upon his/her request. Such requests will be considered on a case-by-case basis and approval is up to the discretion of the District.

6.14 An employee on a long-term leave who desires to return to work before the expiration of the leave may submit a written request to return to the Human Resources Department. Approval for an early return is up to the discretion of the District.
Article 7 - Transfers

7.1 **Transfer**: Transfer means the lateral movement of an employee from one position to another in the same job classification in the Unit. A transfer initiated by the employee is voluntary, and a transfer initiated by the District is involuntary.

a. When an employee in the unit believes he or she may want to transfer, he or she may hold a meeting with the Director responsible for the Division prior to expressing interest for a particular transfer.

b. Prior to any employee in the unit being unilaterally transferred, the District manager recommending that transfer will make a reasonable effort to meet with the employee to discuss the transfer.

7.2 **Vacant Position**: A position in a job classification in the Unit not filled by an employee in the Unit on a permanent basis is a vacant position.

7.3 **Requests for Transfers**:

7.3.1 The Human Resources department shall annually, in January, provide school site employees the opportunity to request a transfer to a different site. Requests must be submitted by the last workday in February.

7.3.2 Employees who desire a transfer shall submit a request in writing to the assistant superintendent for Human Resources, with a copy to the appropriate director for consideration. Employees who are not transferred shall be provided information within 15 workdays of the decision upon request.

7.3.3 The Superintendent, upon recommendation of the director, shall consider these requests when making assignments for the following year.

7.4 **School-Site 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.

7.5 **Vacancies**: Vacancies in the bargaining unit that the District intends to fill will be posted on the District’s web site. Employees who wish to apply for such vacancies may submit a transfer request if the vacancy is in the same job classification, or may submit an on-line application if the vacancy would
constitute a promotion. In the event of a mid-year vacancy, the director will consider the request in relation to the needs of the both the administrator’s current site and the vacancy.
Article 8 – Discrimination and Harassment

8.1 Board Policies: Every employee has the right to be free of discrimination and sexual harassment. Employees shall comply with board policies regarding non-discrimination and sexual harassment,

8.2 Complaints: Employees who believe they are the subject of discrimination or sexual harassment should follow the provisions of the Uniform Complaint Process as set forth in the Uniform Complaint Policy and Administrative Regulation No. 1312.3.

8.3 Employees Accused of Discrimination or Sexual Harassment:

8.3.1 Employees accused of engaging in discrimination or sexual harassment shall be afforded notice and an opportunity to respond to the allegations.

8.3.2 Employees accused of engaging in discrimination or sexual harassment have the right to have a Coalition representative present and/or representing him/her during any investigatory interview.

8.3.3 Said employees shall respond truthfully and fully to questions posed to him/her by the District during the course of an investigation into allegations of discrimination or sexual harassment. Failure to do so may constitute insubordination and may subject the employee to discipline, up to and including dismissal.
Article 9 – Work Year and Hours

9.1 Work Year Schedule: Employees in the unit shall have the following work year schedules:

9.1.1 Principals:
9.1.1.1 Elementary (K-5, K-6 & K-8) 208 work days
9.1.1.2 Middle School (6-8 & 7-8) 208 work days
9.1.1.3 High Schools (9-12, Continuation) 225 work days
9.1.1.4 Adult Education 225 work days
9.1.1.5 Special Education 208 work days

9.1.2 Vice Principals
9.1.2.1 Elementary (K-5, K-6 & K-8) 208 work days
9.1.2.2 Middle School (6-8, 7-8) 208 work days
9.1.2.3 High School 208 work days
9.1.2.4 Adult Education 208 work days

9.1.3 Coordinators
9.1.3.1 Career/Work Experience 190 work days
9.1.3.2 Child Development 225 work days
9.1.3.3 Pre-School Adult 208 work days
9.1.3.4 Technology Training 225 work days

9.1.4 Program Specialists
9.1.4.1 School-to-Career 208 work days
9.1.4.2 PE/Athletics 225 work days
9.1.4.3 Special Education 208 work days
9.1.4.4 Categorical Programs 225 work days
9.1.4.5 Employment Training Center 225 work days
9.1.4.6 K-12 Curriculum 198/225 work days
9.1.4.7 K-6 Reading/Media 198 work days

9.1.5 Psychologists

9.2 Calendar: The District shall establish the employee work year calendar (starting/ending dates, non-duty days, etc.) in alignment with the student calendar each year as adopted by the Board of Education. The District shall provide a copy of the proposed student calendar to the Coalition sufficiently prior to board adoption in order to engage in meaningful discussions with the Coalition regarding the calendar and to solicit the input of the Coalition, but such calendar will not be subject to negotiations. The Coalition may negotiate the scheduling of the employee work days in relationship to and consistent with the student calendar.
9.3  **Employees in the Certificated Supervisory bargaining unit are professional employees exempt from the wage and hour laws.** They are paid on a salaried basis and not considered hourly employees nor are they entitled to overtime pay. As such, their hours vary and are, to a certain degree, flexible, subject to the need to supervise employees and students.

9.4  **Flex Day:** Employees in the Unit who, with the knowledge and concurrence of their supervisor, work on a day not part of their normal contract work year calendar, have the right to exchange that extra day for a work day that is part of their work year calendar ("flex day"), so long as the flex day is not a day on which students or teachers are present or meetings are scheduled. The scheduling of such day shall be discussed with and subject to prior approval (see SJPEC Flex Day Protocol form, Appendix G) by the employee’s supervisor.
Article 10 – Safety

10.1 Mutual Responsibility: Employees who encounter hazardous or unsafe work conditions shall take such steps as are in the employee’s ability/responsibility to correct the conditions. If the employee is unable to do so, he/she shall report any known hazardous conditions to the appropriate department for repairs.

10.2 Investigation: The District administrator responsible for maintaining the particular work environment shall take reasonable steps to investigate and correct reports of hazardous or unsafe conditions.

10.3 Personal Property Loss: Employees shall be subject to the same personal property loss provisions as management employees. The terms of those provisions are available from the Risk Management office.
Article 11 – Discipline

11.1 Definitions and Scope of Article:

11.1.1 “Discipline” is adverse employment action taken by the District in response to an employee’s misbehavior, violation of law, policy, rules, including but not limited to those contained in this Contract, and/or regulations.

11.1.2 This article does not pertain to dismissal actions, which are not subject to negotiations and are governed by the Education Code.

11.1.3 This article does not pertain to transfers, which are not considered disciplinary. A transfer may accompany a disciplinary action, but is not, itself, considered discipline.

11.1.4 Failure to satisfactorily perform one’s job duties as reflected in the employee’s evaluation, and the District’s response thereto, shall not constitute discipline.

11.2 The District will generally follow a process of progressive discipline, although the level of the discipline will be based on the particular circumstances involved. Progressive discipline is appropriate when the misconduct is susceptible to improvement, and is not so egregious as would warrant immediate removal of the employee from his/her position, either through demotion or dismissal. Factors to be considered include: the nature of the misconduct involved, the employee’s history of prior offenses, and the aggravating or mitigating factors of the particular circumstances. Anonymous complaints will not form the basis of disciplinary action.

11.3 The levels of progressive discipline include the following, although steps may be bypassed as warranted by the circumstances:

11.3.1.1 Verbal warning
11.3.1.2 Written warning
11.3.1.3 Written reprimand
11.3.1.4 Suspension
11.3.1.5 Demotion

11.4 The employee shall be entitled to Coalition representation at each stage of this process.
11.5 Following an investigation when appropriate (i.e., the specific situation is not within the personal knowledge of the person commencing the discipline) the employee’s supervisor or appropriate management employee will present to the employee a written statement of the alleged facts constituting the misconduct and the proposed disciplinary action.

11.6 The employee shall have the opportunity to respond verbally and/or in writing to the proposed discipline. Any such written response shall be submitted within ten days.

11.7 The person commencing the discipline shall consider any verbal and/or written statements in response to the proposed discipline, and may modify the discipline based on such response.

11.8 The employee shall have the right to submit a written response to the final discipline document, and to have such response attached to the document and filed in his/her personnel file. Such response must be submitted within fifteen days of the employee’s receipt of the disciplinary document.

   Should the disciplinary action be a suspension for longer than five (5) days, the employee may request a hearing before the Superintendent or designee.

11.9 Employees subject to an investigatory interview have a duty to answer the employer’s questions honestly and completely.

11.10 Causes for discipline shall include those causes set forth in Education code section 44932 for the dismissal of certificated employees. The causes shall also include those causes for discipline set forth in Board policy 4218.
Article 12 – Salary

12.1 Unit Salary Schedule:

All salary and stipend schedules shall be increased by a total of 4.5%. 3.0% shall be retroactive effective July 1, 2014 and 1.5% shall begin February 1, 2015. The 3.0% increase shall be implemented no later than December 19, 2014. The retroactive payment to July 1, 2014 shall be received no later than January 30, 2015. The remaining 1.5% on the salary schedule shall be implemented beginning February 1, 2015.

12.1.1 The salary schedule shall only be modified by written agreement between the Coalition and District.

12.1.2 For purposes of this Contract the term “fiscal year” means the period from July 1 through the next June 30.

12.1.3 Each job classification in the Unit is assigned to a specific salary range on the salary schedule. Included on the salary range are salary steps upon which employees in the job classification are placed according to their length of service in the job classification in the District, and other factors pursuant to this Contract. Each salary step on the salary schedule describes the annual and daily salary rate of an employee placed on that salary step.

12.1.4 At the time this Contract is entered into by the Coalition and District each employee in the Unit shall continue his/her current placement on the salary schedule.

12.1.5 Each person hired into a new job classification after the date this Contract is entered into by the Coalition and District shall be placed on the salary schedule in conformance with the posted salary range and individual negotiations between the employee and the District.

12.1.6 Bargaining unit members may earn CEUs immediately upon hiring but must complete one year at Column F before applying for placement on CEU column.

Bargaining unit members once placed on CEU column will not be required to renew 150 hours of continuing education to remain on CEU column.

12.1.7 When an employee in the Unit is reassigned to a position in a different job classification on the same salary range on the salary schedule the employee shall maintain his/her current
entitlements to base salary, longevity, pay for advance academic degrees, and stipends he/she was receiving prior to the reassignment. The annual salary shall be based on the work year in the new position.

12.1.8 When an employee in the unit promotes to a higher job classification in the unit he/she shall be placed on the salary step on the salary range for the job classification into which he/she promotes, that provides a greater base salary than the base salary the employee received immediately prior to the promotion, and any pay the employee was receiving for longevity and advance degree(s) shall continue uninterrupted in the new higher job classification.

12.2 Payroll Warrant – Date Issued: The District shall pay each employee in the unit his/her regular monthly salary on the last workday of each month or portion thereof during the employee’s regular annual work schedule for the District. Each such payment shall be made by the District by regular salary warrant for the full amount due the employee that month or portion thereof. Payment for additional assignments, including summer school, shall be paid on the appropriate payroll.

12.3 Summer School: If an employee works during summer school the District shall pay the employee the designated stipend amount as set forth on Appendix “E”, and shall contribute the appropriate contribution for service credit towards his/her retirement program (STRS or PERS) as required and specified by the retirement system.

A subcommittee of the negotiation teams of the Coalition and the District shall promptly meet to explore options for the summer school pay, having some summer school positions (coordinators, extended summer school) included in annual contracts and administrator pay. Recommendations of this subcommittee shall be the subject of negotiations between the parties, independent of reopeners for the 2007-08 contract negotiations.

12.4 Expense Reimbursement: Employees shall be reimbursed for expenses in accordance with board policy and administrative regulations in effect for management employees.

12.5 New Job Classifications: The District shall notify the Coalition of new job classifications, including the proposed salary range. Should the Coalition disagree with the proposed salary range, it shall notify the District in writing within five business days of its disagreement with the District’s proposed salary range, shall request to bargain, and shall submit its proposed salary range with such bargaining request. Failure to notify the District within such time line shall constitute the Coalition’s agreement to the proposed salary range.
Article 13 – Fringe Benefits

13.1 Medical Benefits

13.1.1 Medical Benefit: Full-time employees will be entitled to full District-paid medical premiums for the single employee premium for the lowest cost medical plan. Employees who select the higher cost plan (based on single employee coverage rates) will pay the difference in the premiums. Part-time employees will be entitled to pro-rata payment of benefits. Employees who waive medical coverage are entitled to $143.95 per month (full-time) or $71.98 (50% or less) plus the cash option money (see, §13.1.3) that is provided to bargaining unit members.

13.1.2 Dependent Coverage - Medical: Commencing July 1, 2007, the District will contribute fifty percent (50%) of the cost of dependent coverage for eligible dependents enrolled by the employee. The district contribution will increase by five percent (5%) per year until it has reached seventy-five percent (75%) district contribution (the plan year commencing July 1, 2012). Part-time employees will be entitled to pro-rata payment of dependent coverage.

13.1.3 Cash Option: Bargaining unit members without dependent coverage who are employed and receiving cash option money as of July 1, 2007, shall continue to receive $155 per month, minus the cost of the higher plan premium should the employee select the higher priced plan. Commencing July 1, 2012 (the year in which the District begins paying seventy-five percent (75%) dependent coverage), the cash-back will be eliminated. Part-time employees will be entitled to pro-rata payment of dependent coverage.

13.1.4 Medical Plan Provider: The District may change medical plan providers so long as the medical coverage remains relatively the same. The District will notify the Coalition in writing of such intended change with sufficient notice to provide the Coalition the opportunity to bargain any negotiable impacts of such proposed change.

13.2 Dental Insurance: The District will pay the full premium for employee only dental coverage for each full-time employee. Part-time employees will be provided a pro-rata payment of the employee-only premium. Selection of the dental carrier will be the decision of the District, so long as the plan coverage is relatively the same. The District will notify the Coalition in writing of such intended change with sufficient notice to provide the Coalition the opportunity to request to bargain any negotiable impacts of such proposed change.
13.3 Vision Insurance: The District will pay the full premium for employee only vision coverage for each full-time employee. Part-time employees will be provided a pro-rata payment of the employee-only premium. Selection of the vision plan carrier will be the decision of the District, so long as the plan coverage is relatively the same. The District will notify the Coalition in writing of such intended change with sufficient notice to provide the Coalition the opportunity to request to bargain any negotiable impacts of such proposed change.

13.4 Life Insurance: The District will pay the full premium for employee only life term life insurance in the amount of $100,000 policy. Part-time employees will be provided a pro-rata payment of the employee-only premium. Selection of the life insurance plan carrier will be the decision of the District, so long as the plan coverage is relatively the same. The District will notify the Coalition in writing of such intended change with sufficient notice to provide the Coalition the opportunity to request to bargain any negotiable impacts of such proposed change.

13.5 Tax sheltered annuities: Employees may elect to participate in such tax sheltered annuities at their own expense as are offered by the District. Plan options and payroll deduction forms are available in the District benefits office.

13.6 Hearing Aid Benefit: Beginning with the benefits plan period effective January 1, 2016, the district shall provide a hearing aid benefit for employees and dependents. The parties agree that the $1000-allowance level will be the maximum plan allowance level as long as that plan option is available by current providers under similar terms as currently offered.
APPENDICES

A. List of positions included in bargaining unit
B. Grievance Form
C. Evaluation Process Election Form (C-1)
   Mutual Commitment Evaluation (C-2)
   Summation Evaluation Statement (C-3)
D. Calendar for 2014-2015
E. Salary Schedule
F. Catastrophic Sick Leave Guidelines
G. Flex Day Protocol Form
APPENDIX “A”

POSITIONS INCLUDED IN THE BARGAINING UNIT

Coordinator, Career/Work Experience
Coordinator, Child Development Program
Coordinator, Pre-School - Adult Curriculum
Coordinator, Technology & Training
Principal
Program Specialist, Categorical Program
Program Specialist, Employment Training Center
Program Specialist, PE/Athletics
Program Specialist, Special Education
Program Specialist, School to Career
Program Specialist, K-6 Reading/Media
Program Specialist, K-12 Curriculum
Psychologist
Vice Principal
Educationally Related Mental Health Therapists
GRIEVANCE FORM (SJPEC UNIT)

The Grievance Form is to be used when filing Grievances pursuant to Article 4 of the Contract between San Juan Professional Educators Coalition and San Juan Unified School District – please print clearly unless otherwise required.

1. Name of Grievant: 

2. District Worksite of Grievant: 

3. Date of Alleged Contract Violation: 

4. Statement of Alleged Contract Violation (include Article(s) and Sections Violated:

5. Date of Informal Meeting: 

6. Name of Each Person Present at Informal Meeting: 

7. Date Grievant Filed at Level 1: 

8. Signature of Grievant: 

9. Step 1 - Formal Level I – Director
   a. Date of Level I meeting: 
   b. Name of Director 
   c. Name of each person present at Level I meeting
   d. Date grievant received written response from Director: 
   e. Response of Director – Level 1: 
   f. Signature of Director: 
   g. Date Signed by Director: 

(Attach Additional Sheets if Necessary).
10. Formal Level II - Superintendent

a. Date Grievance filed at this level: ____________________________

b. Reason for Appeal: __________________________________________

(Attach) additional sheets if necessary).

c. Date of meetings with Superintendent (or Designee) ______________

d. Superintendent’s Response to Grievance: _________________________

(Attached Additional Sheets if Necessary).

e. Signature of Superintendent: ________________________________

f. Date Signed by Superintendent: ______________

g. Date Level II Response Received by Grievant: ____________________
San Juan Unified School District
SJPEC Evaluation Cover Sheet
Evaluation Year _________
Page 1

Name _______________________ Position _______________ Location(s) _____________ Evaluator _______________

Status of previous year evaluation:
☐ New to position/job classification
☐ Continuation without reservation
☐ Continuation with reservation as noted/mid-year evaluation (improvement plan required)
☐ Five-year cycle

The evaluation process is twofold: it provides an opportunity for a member to conduct a reflection of professional growth and it provides an opportunity for an evaluator/supervisor to provide specific feedback related to educational leadership standards. The evaluatee is responsible for effective performance within all six standards and the responsibilities described in the District’s job description.

Option “A” (See Article 5 of the SJPEC contract for details)
Option “B” (See Article 5 of the SJPEC contract for details)
Mutual Commitments and Expectations (See Article 5 of the SJPEC contract for details)
Five-Year Cycle Summative Evaluation Statement (See Article 5 of the SJPEC contract for details)

This year’s SJPEC Evaluation process for this employee is:
☐ Option A          ☐ Option B Eligible for Alternate Year           ☐ MCE           ☐ Five-Year Cycle (Year ___ of 5)

Conference Dates:
Goal Setting Conference to Include:
➢ Review of CA Professional Standards for Educational Leaders
➢ Starting point from previous year’s evaluation
➢ Consideration of special Board adopted goals
➢ Review of contractual timelines related to the evaluation
➢ Set three mutually-agreed-upon focus goals (page 3 of 5)

Goal Setting Date ____________ (no later than third Friday in October)
☐ Comments attached

Evaluator ___________________________________  Evaluatee ___________________________________

Mid-Year Conference Date: ____________ (Option “A” only) (no later than February 1st)
☐ Comments attached

Evaluator ___________________________________  Evaluatee ___________________________________

End of Year Summary of Overall Performance: (no later than June 20th)
☐ Continuation without reservation
☐ Continuation with reservation as noted/mid-year evaluation (improvement plan required)
☐ Recommendation of non-continuation (Must be completed prior to March 1; documentation must be attached)
☐ Eligible for Option B
☐ Eligible for MCE
☐ Five-Year cycle

Evaluator __________________________  Date ___________  Evaluatee ______________________  Date ___________

The evaluatee’s signature does not constitute an agreement with the evaluator’s comments of ratings, but is an acknowledgement that the document has been received. Evaluatees have the right to submit an additional written response for inclusion in this report.

Original-Human Resources  Copies to Evaluator and Evaluatee  Attachments: Yes No
Using this page as a guide, the member is to select three sub-standards (may use two sub-standards within one standard) for an in-depth focus for determining goals.

Standard 1: An educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.
   1.1 Develop a shared vision
   1.2 Plan and implement activities around the vision
   1.3 Allocate resources to support the vision

Standard 2: An educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.
   2.1 Develop school culture and ensure equity
   2.2 Guide the instructional program
   2.3 Guide professional growth of staff
   2.4 Create and utilize accountability systems

Standard 3: An educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.
   3.1 Ensure a safe school environment
   3.2 Create an infrastructure to support an effective learning environment
   3.3 Manage the school learning-support system
   3.4 Monitor and evaluate the program and staff

Standard 4: An educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interest and needs, and mobilizing community resources.
   4.1 Collaborate to incorporate the perspective of families and community members
   4.2 Establish and manage linkage between the site and the larger community context
   4.3 Engage and coordinate support from agencies outside the school

Standard 5: An educational leader who promotes the success of all students by modeling a personal code of ethics and developing professional leadership capacity.
   5.1 Maintain ethical standards of professionalism
   5.2 Guide sound courses of action using pertinent, state-of-the-art methods
   5.3 Model reflective practice and continuous growth
   5.4 Sustain professional commitment and effort

Standard 6: An educational leader who promotes the success of all students by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context.
   6.1 Engage with the policy environment to support school success
   6.2 Interact with stakeholders
   6.3 Incorporate input from the public
Name ________________________________
Standard Number ____
Goal:

Reason for selecting this standard and goal for professional growth/goal setting (brief examination of current status related to the needs of the site/position):

Agreement on Standard and Goal:  Evaluator __________ Date _______ Evaluatee ____________ Date _______

Mid-Year Conference Review: Results (looking back to examine growth, change, next steps):

Evaluatee _______________________ Date _______
San Juan Unified School District  
SJPEC Evaluation  
Goal Setting & Reflection Form  
Page 3b  
Use one page for each of the three focus goals

Name _________________________________

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Evaluatee ______________________ Date ________
San Juan Unified School District
SJPEC Evaluation
Goal Setting & Reflection Form
Page 3c
Use one page for each of the three focus goals

Name _________________________________

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Reason for selecting this standard and goal for professional growth/goal setting (brief examination of current status related to the needs of the site/position):

Agreement on Standard and Goal:   Evaluator __________   Date _________   Evaluatee ____________ Date _________

Mid-Year Conference Review: Results (looking back to examine growth, change, next steps):

Evaluatee ______________________ Date ________
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<tr>
<th>Standard</th>
<th>Description</th>
<th>Toward the standard</th>
<th>Approaches the standard</th>
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<tbody>
<tr>
<td><strong>Standard 1</strong></td>
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<tr>
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Evaluatee's comments and evidence used:

Evaluator ____________________ Date __________  Evaluatee ______________________ Date __________
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Evaluator’s comments & evidence used:

Evaluator _____________________________ Date _____________________________
Evaluatee _____________________________ Date _____________________________

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Name _________________________ Position ___________________ Location(s) _________________ Evaluator _______________

Status of previous year evaluation:
- Continuation without reservation
- Continuation with reservation as noted/mid-year evaluation (improvement plan required)

The evaluation process is twofold: it provides an opportunity for a member to conduct a reflection of professional growth and it provides an opportunity for an evaluator/supervisor to provide specific feedback related to educational leadership standards. The evaluatee is responsible for effective performance within all six standards and the responsibilities described in the District’s job description.

Conference Dates:

Goal Setting Conference to Include:
- Review of CA Professional Standards for Educational Leaders
- Starting point from previous year’s evaluation
- Set Mutual Commitments and Expectations (MCE Template)
- Review of contractual timelines related to the evaluation

Goal Setting Date ____________ (no later than third Friday in October)

- Comments attached

End of Year Summary of Overall Performance: (no later than June 20th)

- Continuation without reservation
- Continuation with reservation as noted/mid-year evaluation (improvement plan required)
- Recommendation of non-continuation (Must be completed prior to March 1; documentation must be attached)
- Eligible for Option B or MCE
- Eligible for MCE
- Eligible for Five-year cycle

Evaluator ________________________ Evaluatee ________________________

Evaluator                         Date  Evaluatee                         Date

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Original-Human Resources      Copies to Evaluator and Evaluatee  Attachments:  Yes  No
Using this page as a guide, the administrator is to select *three* sub-standards (may use two sub-standards within one standard) for an in-depth focus for determining goals.

**Standard 1:** An educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.

1.1 Develop a shared vision  
1.2 Plan and implement activities around the vision  
1.3 Allocate resources to support the vision

**Standard 2:** An educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

2.1 Develop school culture and ensure equity  
2.2 Guide the instructional program  
2.3 Guide professional growth of staff  
2.4 Create and utilize accountability systems

**Standard 3:** An educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

3.1 Ensure a safe school environment  
3.2 Create an infrastructure to support an effective learning environment  
3.3 Manage the school learning-support system  
3.4 Monitor and evaluate the program and staff

**Standard 4:** An educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interest and needs, and mobilizing community resources.

4.1 Collaborate to incorporate the perspective of families and community members  
4.2 Establish and manage linkage between the site and the larger community context  
4.3 Engage and coordinate support from agencies outside the school

**Standard 5:** An educational leader who promotes the success of all students by modeling a personal code of ethics and developing professional leadership capacity.

5.1 Maintain ethical standards of professionalism  
5.2 Guide sound courses of action using pertinent, state-of-the-art methods  
5.3 Model reflective practice and continuous growth  
5.4 Sustain professional commitment and effort

**Standard 6:** An educational leader who promotes the success of all students by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context.

6.1 Engage with the policy environment to support school success  
6.2 Interact with stakeholders  
6.3 Incorporate input from the public
1) I will be responsible for
   1.1) So that:

<table>
<thead>
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<th>My Specific Objectives Are:</th>
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2.2) My Specific Objectives Are: | Strategy Action Plan | Support Required | Status |
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Evaluatee’s comments and evidence used for Standards 1-6:

Evaluatee’s comments and evidence used for Mutual Commitments and Expectations:

Evaluator ____________________ Date __________  Evaluatee ______________________ Date __________
Name _____________________________

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Evaluatee’s comments and evidence used for Mutual Commitments and Expectations:

Evaluator ___________________________ Date __________
Evaluatee __________________________ Date __________

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Evaluator’s comments:

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Evaluator ______________________ Date ___________ Evaluatee ______________________ Date ___________

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# San Juan Unified School District
## 2014-2015 Work Year Calendar 8

**Elem, Middle, Continuation Principal, Special Education, ECE Coordinator, Program Specialist, Principal/VP, Adult Ed**

**C 1 Work Year (11 months)**

**July 28, 2014 - June 24, 2015**

<table>
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<th>FIRST WEEK</th>
<th>SECOND WEEK</th>
<th>THIRD WEEK</th>
<th>FOURTH WEEK</th>
<th>FIFTH WEEK</th>
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| **August** |             |            |             |            |           |
| 1          | 2           | 3          | 4           |            |           |
| 5          | 6           | 7          | 8           | 9          | 11        |
| 12         | 13          | 14         | 15          | 16         | 21        |
| 22         | 23          | 24         | 25          | 26         | 29        |
| 30         | 31          |             |             |            |           |

| **September** |             |            |             |            |           |
| 1            | 2           | 3          | 4           | 5          | 14        |
| 6           | 7           | 8          | 9           | 10         | 11        |
| 15          | 16          | 17         | 18          | 19         | 22        |
| 23          | 24          | 25         | 26          | 27         | 30        |
| 31          |             |             |             |            |           |

| **October** |             |            |             |            |           |
| 1           | 2           | 3          | 4           | 5          | 6         |
| 7           | 8           | 9          | 10          | 11         | 12        |
| 13          | 14          | 15         | 16          | 17         | 20        |
| 21          | 22          | 23         | 24          | 25         | 27        |
| 28          |             |             |             |            |           |

| **November** |             |            |             |            |           |
| 1            | 2           | 3          | 4           | 5          | 6         |
| 7           | 8           | 9          | 10          | 11         | 12        |
| 13          | 14          | 15         | 16          | 17         | 20        |
| 21          | 22          | 23         | 24          | 25         | 28        |
| 29          |             |             |             |            |           |

| **December** |             |            |             |            |           |
| 1            | 2           | 3          | 4           | 5          | 6         |
| 7           | 8           | 9          | 10          | 11         | 12        |
| 15          | 16          | 17         | 18          | 19         | 22        |
| 23          | 24          | 25         | 26          | 29         | 30        |

| **January** |             |            |             |            |           |
| 1           |             | 2          | 3           | 4          | 5         |
| 6           | 7           | 8          | 9           | 10         | 12        |
| 13          | 14          | 15         | 16          | 19         | 20        |
| 21          | 22          | 23         | 24          | 26         | 27        |
| 28          |             |             |             |            |           |

| **February** |             |            |             |            |           |
| 2           | 3           | 4          | 5           | 6          | 9         |
| 10          | 11         | 12         | 13         |            | 16        |
| 17          | 18         | 19         | 20         | 23         | 24        |
| 25          | 26         | 27         | 28         |            |           |

| **March**   |             |            |             |            |           |
| 2           | 3           | 4          | 5           | 6          | 9         |
| 10          | 11         | 12         | 13         | 16         | 17        |
| 18          | 19         | 20         | 23         | 24         | 25        |
| 26          | 27         | 28         | 30         |            |           |

| **April**   |             |            |             |            |           |
| 1           | 2           |             | 3           |            | 6         |
| 7           | 8           | 9           | 10         | 13         | 14        |
| 15          | 16         | 17          | 18         | 20         | 21        |
| 22          | 23         | 24          | 25         | 27         | 28        |
| 29          | 30         |            |            |            |           |

| **May**     |             |            |             |            |           |
| 1           | 2           | 3           | 4           | 5          | 8         |
| 9           | 10          | 11          | 12         | 15         | 16        |
| 17          | 18         | 19          | 20         | 22         | 23        |
| 24          | 25         | 26          | 27         | 29         | 30        |

| **June**    |             |            |             |            |           |
| 1           | 2           | 3           | 4           | 5          | 8         |
| 9           | 10          | 11          | 12         | 15         | 16        |
| 17          | 18         | 19          | 20         | 22         | 23        |
| 24          | 25         | 26          | 27         | 29         | 30        |

**Holidays**
- September 1, Labor Day
- November 11, Veterans' Day
- November 27, Thanksgiving Day
- November 28, Local Holiday
- December 25, Christmas Day
- December 26, 29, 30, 31 Winter Break
- January 1, New Year's Day
- January 19, Martin Luther King, Jr. Day
- February 16, Presidents' Day
- February 17, Lincoln's Day Observed
- April 3, Local Holiday
- May 25, Memorial Day

**First/Last Day of Service**
- July 28 - June 24

**Student First/Last Day**
- August 14 - June 4

Strike through days represent non-work, non-paid days

Calendar Revised 5/5/14
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<th>CLASS CODE</th>
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<th>WRK DYS</th>
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Effective: February 1, 2015

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**ANNIVERSARY/LONGEVITY INCREMENT**

For credit toward any anniversary increment, a manager must have worked 75% of each school year.

1. Two percent (2%) of the base salary after 14 years of completed services in the San Juan Unified School District.
2. Four percent (4%) of the base salary after 17 years of completed services in the San Juan Unified School District (the 4% includes the 14 year increment).
3. Eight percent (8%) of the base salary after 19 years of completed services in the San Juan Unified School District (the 8% includes the 14 year and 17 year increment).

**Board Approval Date: December 4, 2014**

All salary and stipend schedules shall be increased by a total of 4.5%. 3.0% shall be retroactive effective July 1, 2014 and the remaining 1.5% shall begin February 1, 2015.
AR 4361.1

Catastrophic Sick-Leave Bank - Management Employees

The catastrophic illness sick leave bank provides paid leave benefits for administrative employees who suffer catastrophic illness or injury as a supplement to the extended leave entitlement of such employees so that the employees receive full pay during the extended leave period.

1. The bank will not exceed two days times the number of administrators. Should the bank reach its maximum number, the Catastrophic Leave Committee may allow the cap to be exceeded to allow new members to make a one-day contribution to establish their eligibility.

2. Donation of sick leave to the bank shall be voluntary.

3. Donation of sick leave to the bank shall not be considered utilization of sick leave for purposes related to the attendance of the donating employee.

4. To donate sick leave to the bank, an administrator must:
   a. Have served at least one year with the district at the time a donation is made to the bank.
   b. Have a balance of accrued sick leave after the donation of at least five days.
   c. Have completed the irrevocable donation form during the donation period (November) and submitted the completed form to Human Resources by the last work day in November.

5. To be eligible to use the bank an administrator must:
   a. Have completed the appropriate donation form as described in 4.c. above and have donated at least one day annually to the sick leave bank. Should the bank reach its maximum, the Catastrophic Illness Sick Leave Bank Committee shall determine the criteria for maintaining eligibility and determining an appropriate donation process.
   b. Have used all available sick leave, vacation, and compensatory time off.
   c. Not be requesting sick leave from the bank for a stress-related illness.
   d. Have submitted the catastrophic leave request form to the Assistant Superintendent of Human Resources.
   e. Have submitted a request for catastrophic leave that does not exceed 100 days or an amount that when added to the employee's accumulated regular sick leave does not exceed 150 days per school year.
6. Determination of whether or not an employee will be granted use of the additional sick leave days from the bank will be made by the Catastrophic Illness Sick Leave Bank Committee consisting of the Assistant Superintendent of Human Resources, San Juan Administrators Association President and San Juan Administrators Association President-Elect.

a. An employee granted use of additional sick leave days from the bank, for each day of such sick leave granted, shall receive the same salary he/she would have earned if he/she worked that day.

b. Any approved donated sick leave days not used by the administrator shall be returned to the bank.

c. San Juan Administrators Association shall be responsible for solicitation of donations of sick leave days to the bank.

d. Catastrophic sick leave may either be used in conjunction with extended illness leave or taken after all entitlement to regular sick leave and sick leave for five months or less is exhausted. If taken in conjunction with the sick leave for five months or less, the catastrophic illness leave entitlement will be reduced by one-third day for each day of leave.

Regulation SAN JUAN UNIFIED SCHOOL DISTRICT

approved: January 22, 1996 Carmichael, California

Revised by Superintendent's Cabinet: September 24, 1996

Revised by Superintendent's Cabinet: October 28, 1997

Revised by Superintendent's Cabinet: April 4, 2000
San Juan Unified School District
SJPEC Flex Day Protocol

NAME _______________________________________________________

SCHOOL/DEPARTMENT__________________________________________

DATE _______________________________________________________

REQUESTED FLEX DAY(S)__________________________________________
(must be non-instructional work day for site administrators)

REQUESTED IN LIEU WORK DAY(S)________________________________
(must be non-instructional, District business day during normal work hours, i.e., not during weekends, designated holidays, or any time when District offices are closed)

RATIONALE

SIGNATURE____________________________________ DATE______________

DIRECTOR/SUPERVISOR APPROVAL____________________ DATE______________

1) Approval must be secured prior to flexing work day
2) Must be full day – no partial day requests

Original – Director/Supervisor
Copy – Employee