

San Juan Unified School District

And

San Juan Professional Educators Coalition

Collective Bargaining Contract

July 1, 2021

To

June 30, 2023



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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: This agreement concludes bargaining for the 2021-2022 school year. The term of this new agreement is for 2021-2022 and 2022-2023.
- 1.6 Subsequent Negotiations and “Sunshine” Process: In addition to Article 13 (Fringe Benefits) the parties agree to each open two additional articles for the 2022-2023 school year (not including Article 12 Salary). Unless by mutual agreement no other articles will be opened in the spring of 2022.

SJPEC shall submit its written initial proposals to the District on or before April 1 for reopeners. The written proposal shall be submitted to the Board of Education with a copy to the Superintendent or designee. 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. The Coalition and District agree that whenever possible complaints/grievances should be resolved informally and locally.
- 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**

The District and Coalition agree that employee evaluations provide the district with important information to use when making employment decisions, such as promotions, transfers, demotions, and terminations. While the district does possess the right to terminate an employee for cause, every effort will be made to utilize the evaluation process to ensure that all employees receive specific feedback related to their 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) and the responsibilities described in the District's job description.
- A member may elect the Option A or Option B SJPEC Evaluation Tool (Appendix C-1) based upon specific criteria noted 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 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 3<sup>rd</sup> 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 20<sup>th</sup> 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.

5.3 The parties agree to establish a work group of district and coalition members in the Spring of 2023 to create a new evaluation instrument for school psychologists. The group will be charged with investigating various evaluation instruments in order to develop a prototype(s) by the end of the 2022-2023 school year to be piloted in the 2023-2024 school year. The parties agree that there will be no cost associated with this prototype.



## 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: The District and SJPEC agree to jointly design by December 1, 2022, and pilot in the 2022-2023 school year adjustments to the process to better support the success of experienced professional educators. The parties will jointly evaluate this pilot and negotiate impacts during the next bargaining cycle, which is scheduled to begin in the spring of 2023.
- 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)	208 work days
9.1.1.3	High Schools (9-12, Continuation)	225 work days
9.1.1.4	Adult Education	208 work days
9.1.1.5	Special Education Program Administrator	225 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)	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** 198 work days

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”). Every attempt shall be made to avoid scheduling a “flex day” when students or teachers are present or meetings are scheduled. Flex days are not to be used for weekend school related functions or business unless the event is considered non-routine and your supervisor approves of the request. 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.
- 9.5 Plus Four: The District and the Coalition agree that all Coalition members’ total contract days will remain unchanged, but effective July 1, 2019, each Coalition member will receive a contracted work year calendar that allows each member to individually place four (4) of their work days during school recess time (similar to existing Coalition Work Year Calendar 4). These Plus Four days must be worked each calendar year and may not be rolled over into another work year. The parties agree to meet during the 2018-2019 school year to develop shared language, protocols and understanding of how this practice would be implemented and tracked beginning July 1, 2019.
- 9.6 The District and SJPEC agree to jointly review in the 2022-2023 school year existing minimum staffing ratios and current needs. Any findings from this review will be negotiated during the next bargaining cycle, which is scheduled to begin in the spring of 2023.

The District agrees to provide the following minimal staffing out of base funding. The District or individual sites may choose to enhance with alternative funding sources. Allocation is initially based on budget development enrollment projections. Allocations will be adjusted based on enrollment at the end of the 3<sup>rd</sup> full week of instruction.

- a. Elementary Schools
  - i. Principal
    - 1. 1.0 FTE per school  
Schools with enrollment below 275 will require additional district assignment for principal
  - ii. Vice Principals
    - 1. 1.0 FTE per school with an enrollment over 700
- b. K-8 Schools
  - i. Principal
    - 1. 1.0 FTE per school

- ii. Vice Principal
    - 1. 1.0 FTE per school with an enrollment over 700
- c. Middle Schools
  - i. Principal
    - 1. 1.0 FTE per school
  - ii. Vice Principal(s)
    - 1. 1.0 FTE per school
    - 2. 2.0 FTE per school with an enrollment of 1000
- d. High Schools (Excluding Adult Ed and Alternative Learning Centers)
  - i. Principals,
    - 1. 1.0 FTE per school
  - ii. Vice Principal(s)
    - 1. 1.0 FTE per school with an enrollment of less than 850.
    - 2. 2.0 FTE per school with an enrollment of 850 to 1,750.
    - 3. 3.0 FTE per school with an enrollment of more than 1,750.

## **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.
- 10.4 **School Psychologists** The District shall make every reasonable effort to provide School Psychologists with access to adequate space that provides them with confidential facilities when performing services at school sites.



## 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 Coalition and the District agree that before any progressive discipline is considered the supervisor should review all relevant documents and information, and discuss the situation with the employee. The levels of progressive discipline include the following, although steps may be bypassed if 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 notified of any progressive disciplinary actions and 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 Schedules: This agreement concludes bargaining for Article 12 for the 2022-23 and 2023-24 school years.

Effective July 1, 2018, the district will provide a range increase for Psychologists from Range 15 to Range 16.

Additionally, the district agrees to implement a stipend of \$1,000 per year for all Coalition members who possess a current pupil Personnel Services Credential (PPS), Psychologist credential, and who possess either an Education Specialist in School Psychology (Ed.S), a Licensed Educational Psychologist (LEP) state licensure, or a Nationally Certified School Psychologist (NCSP) certificate. The stipend amount would be a maximum of \$1,000 per year per Coalition member. Coalition members must complete filing of verifiable transcripts, licenses or certificates in Human Resources by October 1. For the 2018-2019 school year Coalition members must complete filing of verifiable transcripts, licenses or certificates in Human Resources by October 22, 2018. For the 2018-2019 school year the stipend will be paid on a pro-rata share at an amount of \$727.27.

Base salaries and stipends included in contract shall be increased by a total of 3.55% effective July 1, 2021.

For continuing members employed as of July 1, 2021 the District shall provide a one-time off schedule payment equal to 3.5% of each member's base salary (Appendix E) and stipends included in contract as of July 1, 2021. This one-time off schedule payment will be paid no later than August 20, 2021. This one-time off schedule payment will not increase a member's base compensation for the 2021-2022 school year.

Effective July 1, 2021 the parties agree to increase the annual stipend for K-8 Principals. Using the continuing education column, the stipend shall be equal to the mean average of the annual elementary school principal salary and the annual middle school principal salary less the annual elementary school principal salary.

### 2022-2023 School Year:

- All base salaries, stipends and extra assignment/hourly pay included in the contract shall be increased by a total of 10% effective July 1, 2022.
- The new salary schedule will be reflected in members' pay no later than November 30, 2022.

- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.

2023-2024 School Year:

- All 2023-2024 base salaries, stipends and extra assignment/hourly pay included in the contract shall be increased by a total of 4.5% effective as of July 1, 2023.
  - The parties agree to reopen Article 12 for bargaining when one or any combination of the following conditions are met:
    - At the time of the State Adopted Budget for 2022-2023, the Department of Finance projected a fully funded COLA for the 2023-2024 school year in the amount of 5.38%. If the actual funded COLA is greater than 5.38%, or there is an increase to the LCFF that results in more than a 5.38% increase in funding to the District, and/or there is an ongoing increase from another source that results in an ongoing increase greater than 5.38%, the parties agree to reopen Article 12 for 2023-2024 bargaining.
    - The District will present to the Board of Education the 2022-2023 Unaudited Actuals and a 2023-2024 Revised Budget in September 2023. If revised estimated expenses result in ongoing, unrestricted and not previously encumbered dollars that are higher than projected in the June 2022 Adopted Budget, the parties agree to reopen Article 12 for 2023-2024 bargaining.

**Additional ongoing investments to address bargaining unit needs:**

Effective beginning in the 2022-2023 school year, the District shall budget approximately \$189,309 in ongoing, unrestricted funds to address needs within the bargaining unit, including but not limited to staffing, working conditions, and/or recruitment and retention.

- This investment shall not be used for across-the-board increases to the SJPEC salary schedule.
- The District and SJPEC shall negotiate the usage of this budget appropriation with the intent to reach agreement by December 1, 2022.

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 hourly rate as set forth on Appendix "E", and shall contribute the appropriate contribution towards his/her retirement program (STRS or PERS) as required and specified by the retirement system.
- 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.
- 12.6 Leadership Stipends The parties agree that for the 2021-2022 school year the District will hire SJPEC members to serve in leadership roles supporting the Division of Teaching and Learning. The District and the Coalition agree to establish a Leadership Stipends Joint Committee no later than July 30, 2021. The purpose of the joint committee is to mutually develop the purpose, scope, expectations, interview process, and stipend amounts for these newly created positions.

## **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.

13.3.1 If an employee wishes to enroll in the District sponsored buy up vision plan, which permits coverage for eligible dependents, the employee will be responsible for paying the full cost of this coverage for their dependents, as well as any additional premium for their own buy up plan coverage.

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. Performance Review Forms
- D. Calendar for 2021-2022,
- E. Salary Schedule
- F. Catastrophic Sick Leave Guidelines
- G. Flex Day Protocol Form
- H. Joint Committees

## 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 Administrator, Special Education  
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



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:
    - \_\_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_
- (Attach Additional Sheets if Necessary).

- 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 Performance Review Cover Sheet  
Performance Review Year \_\_\_\_\_  
Page 1

APPENDIX "C"

Name \_\_\_\_\_ Position \_\_\_\_\_ Location(s) \_\_\_\_\_ Supervisor \_\_\_\_\_

Status of previous year performance review:

- New to position/job classification
- Continuation without reservation
- Continuation with support as noted/mid-year performance review (improvement plan required)
- Five-year cycle

The performance review process is twofold: it provides an opportunity for a member to conduct a reflection of professional growth and it provides an opportunity for supervisor to provide specific feedback related to educational leadership standards. The employee 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 Reflection Statement (See Article 5 of the SJPEC contract for details)

This year's SJPEC performance review process for this employee is:

Option A  Option B Eligible for Alternate Year  Five-Year Cycle (Year \_\_\_ of 5)

Conference Dates:

Goal Setting Conference to Include:

- Review of CA Professional Standards for Educational Leaders and any special Board adopted goals
- Starting point from previous year's performance review
- Review of contractual timelines related to the performance review
- Set three mutually-agreed-upon focus goals (page 3 of 5)

Goal Setting Date \_\_\_\_\_ (no later than third Friday in October)  Comments attached

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee

Mid-Year Conference Date: \_\_\_\_\_ for Option "A" and any employee in need of additional supports (no later than February 1<sup>st</sup>)

- Review of CA Professional Standards for Educational Leaders and any special Board adopted goals
- Review of contractual timelines related to the performance review
- Comments attached  Improvement plan attached

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee

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

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

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

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

Original-Human Resources

Copies to Supervisor and Employee

Attachments: Yes No

**San Juan Unified School District**  
**SJPEC Performance Review**  
**CA Professional Standards for Educational Leaders**  
**Page 2**

Using the **California Professional Standards for Educational Leaders (below)** as a guide, the member is to select three **goals**.

Standard 1: Development and Implementation of a Shared Vision.

- Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.
  - Element 1A: Student-Centered Vision Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students
    - 1A-1 Advance support for the academic, linguistic, cultural, social-emotional, behavioral, and physical development of each learner.
    - 1A-2 Cultivate multiple learning opportunities and support systems that build on student assets and address student needs.
    - 1A-3 Address achievement and opportunity disparities between student groups, with attention to those with special needs; cultural, racial, and linguistic differences; and disadvantaged socio-economic backgrounds.
    - 1A-4 Emphasize the expectation that all students will meet content and performance standards.
  - Element 1B: Developing Shared Vision Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.
    - 1B-1 Embrace diverse perspectives and craft consensus about the vision and goals.
    - 1B-2 Communicate the vision so the staff and school community understands it and uses it for decision-making.
    - 1B-3 Build shared accountability to achieve the vision by distributing leadership roles and responsibilities among staff and community.
    - 1B-4 Align the vision and goals with local, state, and federal education laws and regulations.
  - Element 1C: Vision Planning and Implementation Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.
    - 1C-1 Include all stakeholders in a process of continuous improvement (reflection, revision, and modification) based on the systematic review of evidence and progress.
    - 1C-2 Use evidence (including, but not limited to student achievement, attendance, behavior and school climate data, research, and best practices) to shape and revise plans programs, and activities that advance the vision. California Professional Standards for Education Leaders 5 2014
    - 1C-3 Marshal, equitably allocate, and efficiently use human, fiscal, and technological resources aligned with the vision of learning for all students.

Standard 2: Instructional Leadership.

- Education leaders shape a collaborative culture of teaching and learning, informed by professional standards and focused on student and professional growth.
  - Element 2A: Professional Learning Culture Leaders promote a culture in which staff engages in individual and collective professional learning that results in their continuous improvement and high performance.
    - 2A-1 Establish coherent, research-based professional learning aligned with organizational vision and goals for educator and student growth.
    - 2A-2 Promote professional learning plans that focus on real situations and specific needs related to increasing the learning and well-being of all staff and students.
    - 2A-3 Capitalize on the diverse experience and abilities of staff to plan, implement, and assess professional learning.
    - 2A-4 Strengthen staff trust, shared responsibility, and leadership by instituting structures and processes that promote collaborative inquiry and problem solving.
  - Element 2B: Curriculum and Instruction Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.
    - 2B-1 Develop a shared understanding of adopted standards-based curriculum that reflects student content and performance expectations.

- 2B-2 Promote and monitor the use of state frameworks and guides that offer evidence-based instructional and support strategies to increase learning for diverse student assets and needs.
- 2B-3 Provide access to a variety of resources that are needed for the effective instruction and differentiated support of all students.
- 2B-4 Guide and monitor the alignment of curriculum, instruction, assessment and professional practice.
- Element 2C: Assessment and Accountability Leaders develop and use assessment and accountability systems to monitor, improve and extend educator practice, program outcomes and student learning.
  - 2C-1 Define clear purposes, goals, and working agreements for collecting and sharing information about professional practice and student outcomes.
  - 2C-2 Guide staff and the community in regular disaggregation and analysis of local and state student assessment results and program data.
  - 2C-3 Use information from a variety of sources to guide program and professional learning planning, implementation and revisions.
  - 2C-4 Use professional expectations and standards to guide, monitor, support, and supervise to improve teaching and learning.
  - 2C-5 Apply a variety of tools and technology to gather feedback, organize and analyze multiple data sources, and monitor student progress directed toward improving teaching and learning.

Standard 3: Management and Learning Environment.

- Education leaders manage the organization to cultivate a safe and productive learning and working environment.
  - Element 3A: Operations and Facilities Leaders provide and oversee a functional, safe and clean learning environment.
    - 3A-1 Systematically review the physical plant and grounds to ensure that they are safe, meet Americans with Disabilities Act (ADA) requirements, and comply with conditions that support accessibility for all students.
    - 3A-2 Collaborate with the district to monitor and maintain student services (e.g., food, transportation) that contribute to student learning, health and welfare.
    - 3A-3 Manage the acquisition, distribution, and maintenance of equipment, materials, and technology needed to meet the academic, linguistic, cultural, social-emotional, and physical requirements of students.
    - 3A-4 Work with stakeholders and experts to plan and implement emergency and risk management procedures for individuals and the site.
  - Element 3B: Plans and Procedures Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.
    - 3B-1 Develop schedules and assign placement that are student-centered and maximize instructional time and staff collaboration.
    - 3B-2 Manage legal and contractual agreements and storage of confidential records (both paper and electronic) to insure student security and confidentiality.
    - 3B-3 Set clear working agreements that support sharing problems, practices and results within a safe and supportive environment.
    - 3B-4 Engage stakeholders in using problem solving and decision-making processes and distributed leadership to develop, monitor, evaluate and revise plans and programs.
  - Element 3C: Climate Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.
    - 3C-1 Strengthen school climate through participation, engagement, connection, and a sense of belonging among all students and staff.
    - 3C-2 Implement a positive and equitable student responsibility and behavior system with teaching, intervention and prevention strategies and protocols that are clear, fair, incremental, restorative, culturally responsive, and celebrate student and school achievement.
    - 3C-3 Consistently monitor, review, and respond to attendance, disciplinary and other relevant data to improve school climate and student engagement and ensure that management practices are free from bias and equitably applied to all students.
  - Element 3D: Fiscal and Human Resources Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.
    - 3D-1 Provide clear rationale for decisions and distribute resources equitably to advance shared vision and goals focused on the needs of all students.

- 3D-2 Work with the district and school community to focus on both short and long-term fiscal management.
- 3D-3 Actively direct staff hiring and placement to match staff capacity with student academic and support goals.
- 3D-4 Engage staff in professional learning and formative assessments with specific feedback for continuous growth.
- 3D-5 Conduct personnel evaluations to improve teaching and learning, in keeping with district and state policies.
- 3D-6 Establish and monitor expectations for staff behavior and performance, recognizing positive results and responding to poor performance and/or inappropriate or illegal behavior directly and in a timely and systematic manner.

Standard 4: Family and Community Engagement.

- Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.
  - Element 4A: Parent and Family Engagement Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.
    - 4A-1 Establish a welcoming environment for family participation and education by recognizing and respecting diverse family goals and aspirations for students.
    - 4A-2 Follow guidelines for communication and participation established in federal and state mandates, district policies, and legal agreements.
    - 4A-3 Solicit input from and communicate regularly with all parents and families in ways that are accessible and understandable.
    - 4A-4 Engage families with staff to establish academic programs and supports that address individual and collective student assets and needs.
    - 4A-5 Facilitate a reciprocal relationship with families that encourages them to assist the school and to participate in opportunities that extend their capacity to support students.
  - Element 4B: Community Partnerships Leaders establish community partnerships that promote and support student to meet performance and content expectations and graduate ready for college and career.
    - 4B-1 Incorporate information about family and community expectations and needs into decision-making and activities.
    - 4B-2 Share leadership responsibility by establishing community, business, institutional and civic partnerships that invest in and support the vision and goals.
    - 4B-3 Treat all stakeholder groups with fairness and respect and work to bring consensus on key issues that affect student learning and well-being.
    - 4B-4 Participate in local activities that engage community members and staff in communicating school successes to the broader community.
  - Element 4C: Community Resources and Services Leaders leverage and integrate community resources and services to meet the varied needs of all students.
    - 4C-1 Seek out and collaborate with community programs and services that assist students who need academic, mental, linguistic, cultural, social-emotional, physical, or other support to succeed in school.
    - 4C-2 Build mutually beneficial relationships with external organizations to coordinate the use of school and community facilities.
    - 4C-3 Work with community emergency and welfare agencies to develop positive relationships.
    - 4C-4 Secure community support to sustain existing resources and add new resources that address emerging student needs.

Standard 5: Ethics and Integrity.

- Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standards.
  - Element 5A: Reflective Practice Leaders act upon a personal code of ethics that requires continuous reflection and learning.
    - 5A-1 Examine personal assumptions, values, and beliefs to address students' various academic, linguistic, cultural, social-emotional, physical, and economic assets and needs and promote equitable practices and access appropriate resources.
    - 5A-2 Reflect on areas for improvement and take responsibility for change and growth.



- 5A-3 Engage in professional learning to be up-to-date with education research, literature, best practices and trends to strengthen their ability to lead.
  - 5A-4 Continuously improve cultural proficiency skills and competency in curriculum, instruction, and assessment for all learners.
  - 5A-5 Sustain personal motivation, commitment, energy, and health by balancing professional and personal responsibilities.
- Element 5B: Ethical Decision-Making Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.
    - 5B-1 Consider and evaluate the potential moral and legal consequences of decisions.
    - 5B-2 Review multiple measures of data and research on effective teaching and learning, leadership, management practices, equity and other pertinent areas to inform decision-making.
    - 5B-3 Identify personal and institutional biases and remove barriers that derive from economic, social-emotional, racial, linguistic, cultural, physical, gender, or other sources of educational disadvantage or discrimination.
    - 5B-4 Commit to making difficult decisions in service of equitable outcomes for students, staff and the school community
  - Element 5C: Ethical Action Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students.
    - 5C-1 Communicate expectations and support for professional behavior that reflects ethics, integrity, justice, and equity.
    - 5C-2 Use a variety of strategies to lead others in safely examining personal assumptions and respectfully challenge beliefs that negatively affect improving teaching and learning for all students.
    - 5C-3 Encourage and inspire others to higher levels of performance, commitment, and motivation by modeling transparent and accountable behavior.
    - 5C-4 Protect the rights and appropriate confidentiality of students, staff, and families
    - 5C-5 Promote understanding and follow the legal, social, and ethical use of technology among all members of the school community.

Standard 6: External Context and Policy.

- Education leaders influence political, social, economic, legal, and cultural contexts affecting education to improve education policies and practices.
  - Element 6A: Understanding and Communicating Policy Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.
    - 6A-1 Operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.
    - 6A-2 Understand and can explain the roles of school leaders, boards of education, legislators and other key stakeholders in making education policy.
    - 6A-3 Welcome and facilitate conversations with the local community about how to improve learning and achievement for all students, including English Learners, and students needing additional support
    - 6A-4 Facilitate discussions with the public about federal, state and local laws, policies, regulations, and statutory requirements affecting continuous improvement of educational programs and outcomes.
    - 6A-5 Work with local leaders to assess, analyze and anticipate emerging trends and initiatives and their impact on education.
  - Element 6B: Professional Influence Leaders use their understanding of social, cultural, economic, legal and political contexts to shape policies that lead to all students to graduate ready for college and career.
    - 6B-1 Advocate for equity and adequacy in providing for students' and families' educational, linguistic, cultural, social-emotional, legal, physical, and economic needs, so every student can meet education expectations and goals.
    - 6B-2 Support public policies and administrative procedures that provide for present and future needs of all children and families and improve equity and excellence in education.
    - 6B-3 Promote public policies that ensure the equitable distribution of resources and support services for all students.

- Element 6C: Policy Engagement Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.
  - 6C-1 Work with the governing board, district and local leaders to influence policies that benefit students and support the improvement of teaching and learning.
  - 6C-2 Actively develop relationships with a range of stakeholders, policymakers, and researchers to identify and address issues, trends, and potential changes that affect the context and conduct of education.
  - 6C-3 Collaborate with community leaders and stakeholders with specialized expertise to inform district and school planning, policies and programs that respond to cultural, economic, social and other emerging issues.

**San Juan Unified School District  
Goal Setting & Reflection Form  
(To be completed by the employee)  
Page 3a**

**Name** \_\_\_\_\_

**Goal:**  
**Standard number(s) or elements that apply:** \_\_\_\_\_

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

Agreement on Standard and Goal:  
Supervisor \_\_\_\_\_ Date \_\_\_\_\_ Employee \_\_\_\_\_ Date \_\_\_\_\_

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

Employee \_\_\_\_\_ Date \_\_\_\_\_

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**San Juan Unified School District  
Goal Setting & Reflection Form  
(To be completed by the employee)  
Page 3b**

**Name** \_\_\_\_\_

**Goal:**  
**Standard number(s) or elements that apply:** \_\_\_\_\_

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

Agreement on Standard and Goal:  
Supervisor \_\_\_\_\_ Date \_\_\_\_\_ Employee \_\_\_\_\_ Date \_\_\_\_\_

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

Employee \_\_\_\_\_ Date \_\_\_\_\_

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**San Juan Unified School District  
Goal Setting & Reflection Form  
(To be completed by the employee)  
Page 3c**

**Name** \_\_\_\_\_

**Goal:**  
**Standard number(s) or elements that apply:** \_\_\_\_\_

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

Agreement on Standard and Goal:  
Supervisor \_\_\_\_\_ Date \_\_\_\_\_ Employee \_\_\_\_\_ Date \_\_\_\_\_

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

**Employee** \_\_\_\_\_ Date \_\_\_\_\_

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**San Juan Unified School District**  
**Employee's Reflection Rubric and Comments**  
**(To be completed by the employee)**  
**Page 4**

**Name** \_\_\_\_\_

This page provides self-examination for performance. Employee should mark the rubric according to his/her own judgment of job performance according to the California Professional Standards for Educational Leaders (Page 2 of 5) and as related to the job description.

	<b>PRACTICE:</b>			
	<b>Toward the standard</b>	<b>Approaches the standard</b>	<b>Meets the standard</b>	<b>Exemplifies the standard</b>
<b>Standard 1</b> Development and Implementation of a Shared Vision				
<b>Standard 2</b> Instructional Leadership				
<b>Standard 3</b> Management and Learning Environment				
<b>Standard 4</b> Family and Community Engagement				
<b>Standard 5</b> Ethics and Integrity				
<b>Standard 6</b> External Context and Policy				

Employee's comments and evidence used:

**Supervisor** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee** \_\_\_\_\_ **Date** \_\_\_\_\_

**San Juan Unified School District**  
**SJPEC Employee's Reflection Rubric and Comments**  
**Employee's Reflection Rubric and Comments**  
**(To be completed by the Supervisor)**  
**Page 5**

**Name** \_\_\_\_\_

This page provides recognition for outstanding performance and observations of specific recommendations. It also serves to clarify areas of concern and provides a plan of support as needed. The supervisor should mark the rubric according to his/her own judgment of job performance according to the California Professional Standards for Educational Leaders (Page 2 of 5) and as related to the job description. The supervisor should describe the evidence used to arrive at the judgment of administrative performance.

	<b>PRACTICE:</b>			
	<b>Toward the standard</b>	<b>Approaches the standard</b>	<b>Meets the standard</b>	<b>Exemplifies the standard</b>
<b>Standard 1</b> Development and Implementation of a Shared Vision				
<b>Standard 2</b> Instructional Leadership				
<b>Standard 3</b> Management and Learning Environment				
<b>Standard 4</b> Family and Community Engagement				
<b>Standard 5</b> Ethics and Integrity				
<b>Standard 6</b> External Context and Policy				

Supervisor's comments & evidence used:

\_\_\_\_\_  
**Supervisor** Date

\_\_\_\_\_  
**Employee** Date

*The employee's signature does not constitute an agreement with the supervisor's comments or ratings, but is an acknowledgement that the document has been received. Employees have the right to submit an additional written response for inclusion in this report.*

# San Juan Unified School District 2022-2023 School Year Calendar

APPENDIX D

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					School Days Elem	School Days Sec	Non-Inst Day	Optional Days
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F				
July	<del>1 2 3 4 5</del>					<del>6 7 8 9 10 11 12 13 14 15</del>					<del>16 17 18 19 20 21 22 23 24 25</del>					<del>26 27 28 29 30 31</del>													
August	<del>1 2 3 4 5</del>					6 7 8 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">9</span> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">10</span> <span style="background-color: red; color: white; border: 1px solid black; border-radius: 50%; padding: 2px;">11</span> 12					13 14 15 16 17 18 19					20 21 22 23 24 25 26					27 28 29 30 31					15	15	2	
September	1 2 3 4 5					6 7 8 9 <span style="background-color: #cccccc;">10</span> <span style="background-color: #cccccc;">11</span>					12 13 14 15 16					17 18 19 20 21 22 23					24 25 26 27 28 29 30					21	21		
October	<span style="background-color: #cccccc;">1</span> 2 3 4 5					6 7 8 9 10 11 12 13 14					15 16 17 18 19 20 21					22 23 24 25 26 27 28					29 30 31					20	20		
November	1 2 3 4 5					6 7 8 9 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">10</span> <span style="background-color: #cccccc;">11</span>					12 13 14 15 16 17 18					<del>19 20 21 22 23</del> <span style="background-color: #cccccc;">24</span> <span style="background-color: #cccccc;">25</span>					26 27 28 29 30					15	15	1 (Elem & K8)	1 (MS & HS)
December	1 2 3 4 5					6 7 8 9 10 11 12 13 14					15 16 17 18 19 20 21 22 <span style="background-color: #cccccc;">23</span>					<span style="background-color: #cccccc;">24</span> <span style="background-color: #cccccc;">25</span> <span style="background-color: #cccccc;">26</span> <span style="background-color: #cccccc;">27</span> <span style="background-color: #cccccc;">28</span> <span style="background-color: #cccccc;">29</span> <span style="background-color: #cccccc;">30</span>					16	16							
January	<del>1 2 3 4 5 6</del>					<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7</span> 8 9 10 11 12 13 <span style="background-color: #cccccc;">14</span> <span style="background-color: #cccccc;">15</span> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">16</span>					17 18 19 20 21 22 23 24 25 26 27					28 29 30 31					15	15	1 (MS & HS)	1 (Elem & K8)					
February	1 2 3 4 5					6 7 8 9 10 11 12 13 14					15 16 17 18 19 20 21 <span style="background-color: #cccccc;">22</span> <span style="background-color: #cccccc;">23</span> <span style="background-color: #cccccc;">24</span>					25 26 27 28 29 30 31					15	15							
March	1 2 3 4 5					6 7 8 9 10 11 12 13 14					15 16 17 18 19 20 21 <span style="background-color: #cccccc;">22</span>					23 24 25 26 27 28 29 30 31					22	22							
April	<del>1 2 3 4 5 6</del>					<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7</span> 8 9 10 11 12 13 14					15 16 17 18 19 20 21 22 23 24 25 26 27 28					29 30 31					15	15							
May	1 2 3 4 5					6 7 8 9 10 11 12 13 14					15 16 17 18 19 20 21 22 23 24 25 26					<span style="background-color: #cccccc;">27</span> <span style="background-color: #cccccc;">28</span> <span style="background-color: #cccccc;">29</span> 30 31					22	22							
June	1 2 3 4 5					<span style="background-color: red; color: white; border: 1px solid black; border-radius: 50%; padding: 2px;">6</span> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7</span> 8 9 10 11 12 13 14 15 16					<del>17 18 19 20 21 22 23 24 25 26 27 28 29 30</del>					<del>31</del>					4	4	1						

<b>Holidays</b>	<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">9</span> <b>First/Last Day of Service</b> August 9- June 7	<b>Work Days</b> 180	<b>School Days Sec</b> 180	
September 5 Labor Day		<b>Non-Instructional Days*</b>		6
November 11, Veterans' Day (Observed)		<b>Total Days</b>		186
November 24, Thanksgiving Day	<span style="background-color: red; color: white; border: 1px solid black; border-radius: 50%; padding: 2px;">11</span> <b>Student First/Last Day</b> August 11 - June 6			
November 25, Local Holiday				
December 26, 27, 28, 29, 30 Winter Recess				
January 16, Martin Luther King, Jr. Day	<span style="background-color: yellow; border: 1px solid black; padding: 2px;">9</span> <b>*Non-Instructional Days</b>			
February 20, Presidents' Day	August 9 - Staff Development Day			
February 21, Lincoln's Day Observed	August 10 - Teacher Work Day			
April 7 Local Holiday	November 10 - Elementary & K8 Teacher Work Day			
May 29, Memorial Day	November 10 - MS & HS Teacher PD Day (optional)			
	January 9 - MS & HS Teacher Work Day			
	January 9- Elementary & K8 Teacher PD Day(optional)			
	June 7- Teacher Work Day (185 day or less only)			
	*Plus 2 Staff Development Days (Legislative-Non ADA): as determined per site			
		<b>Semester Dates - Secondary (MS &amp; HS)</b>		
		August 11 - January 9 = 87 Days		
		January 10 - June 6 = 93 Days		
		<b>Trimester Dates - Elementary &amp; K8</b>		
		August 11 - November 10 (14 weeks)		
		November 14 - March 3 (12 weeks)		
		March 6 - June 6 (12 weeks)		

**Strike through days represent "School Recess Days"**

Board Approved: 06/22/2021





**SAN JUAN UNIFIED SCHOOL DISTRICT**  
 Certificated Supervisors' Salary Schedule (SJPEC)  
 2022 - 2023 School Year

APPENDIX E

SALARY RANGE	CLASS CODE	CLASSIFICATION	WORK YEAR	DAYS	A	B	C	D	E	F	CONTINUING EDUCATION
15 A	294	Program Specialist, English Learner and Multicultural Education	A-1	245*	\$102,022	\$106,616	\$111,408	\$116,427	\$121,660	\$127,145	\$134,138
	360	Program Specialist, Health Services			416.42	435.17	454.73	475.21	496.57	518.96	547.50
	373	Program Specialist, K-12 Curriculum									
	380	Program Specialist, Multilingual/Cultural Education									
15 B	451	Program Specialist, Visual and Performing Arts	C-1	213	\$96,579	\$100,932	\$105,465	\$110,217	\$115,171	\$120,363	\$126,986
					453.43	473.85	495.14	517.45	540.71	565.08	596.17
16	437	Administrator, Early Childhood Education	A-1	225	\$104,575	\$109,284	\$114,195	\$119,337	\$124,707	\$130,329	\$137,497
					464.78	485.71	507.54	530.39	554.25	579.24	611.11
	450	Program Specialist, Pupil Personnel Services	A-2	225	\$104,575	\$109,284	\$114,195	\$119,337	\$124,707	\$130,329	\$137,497
					464.78	485.71	507.54	530.39	554.25	579.24	611.11
	219	Vice Principal, Elementary	C-1	208	\$96,676	\$101,028	\$105,568	\$110,320	\$115,284	\$120,482	\$127,107
	194	Elementary Admin/Instructional Specialist			464.78	485.71	507.54	530.39	554.25	579.24	611.11
	359	Program Specialist, Special Education									
	392	Psychologist	D-1	198	\$92,025	\$96,171	\$100,492	\$105,017	\$109,748	\$114,689	\$120,998
					464.78	485.71	507.54	530.39	554.25	579.24	611.11
17	222	Vice Principal, Middle School	C-1	208	\$99,087	\$103,550	\$108,213	\$113,080	\$118,169	\$123,495	\$130,287
	195	Middle School Admin/Instructional Specialist			476.39	497.84	520.25	543.65	568.12	593.73	626.37
	226	Vice Principal, Adult Education									
18	215	Administrator on Special Assignment	A-2	225	\$109,872	\$114,815	\$119,977	\$125,381	\$131,017	\$136,918	\$144,450
					488.32	510.29	533.24	557.25	582.30	608.53	642.00
	224	Vice Principal, High School	C-1	208	\$101,570	\$106,140	\$110,912	\$115,908	\$121,120	\$126,574	\$133,536
195	High School Admin/Instructional Specialist	488.32			510.29	533.24	557.25	582.30	608.53	642.00	
19 A	1196	Program Administrator, Special Education	A-1	245*	\$112,617	\$117,677	\$122,953	\$128,513	\$134,291	\$140,340	\$148,059
					459.66	480.32	501.84	524.55	503.23	572.81	604.32
19 B	200	Principal, Adult Education	C-1	208	\$104,107	\$108,785	\$113,662	\$118,804	\$124,144	\$129,737	\$136,873
	202	Principal, Elementary			500.52	523.01	546.46	571.16	596.85	623.73	658.04
21	206	Principal, Middle School	C-1	208	\$109,374	\$114,299	\$119,445	\$124,817	\$128,563	\$136,300	\$143,796
	214	Principal on Special Assignment			525.83	549.52	574.26	600.08	618.08	655.28	691.33
22	211	Principal, Alternative Learning Center	A-2	225	\$121,272	\$126,729	\$132,431	\$139,052	\$145,309	\$151,848	\$160,202
					538.99	563.23	588.58	618.00	645.82	674.87	712.01
23	208	Principal, High School	A-2	225	\$124,304	\$129,907	\$135,746	\$141,854	\$148,238	\$154,914	\$163,436
					552.46	577.36	603.31	630.47	658.83	688.51	726.39

\* 245 days with vacation accrual

SUMMER SCHOOL/SPECIAL AND ADDITIONAL ASSIGNMENT RATE OF PAY
Summer School/Special and Additional Assignments shall be paid at a rate of \$70.83/hr

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 service in the San Juan Unified School District.
2. Four percent (4%) of the base salary after 17 years of completed service 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 year increments).

**Board Approval Date: September 27, 2022**

This schedule reflects a 10% increase effective July 1, 2022

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 \_\_\_\_\_

Day(s) *to be* worked outside of work year calendar: \_\_\_\_\_

*(Must be a non-instructional workday for site administrators.)*

Day(s) requested off as a "flex day": \_\_\_\_\_

*(Must be a non-instructional, non-Professional Development, day during normal work hours.)*

RATIONALE

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SUPERVISOR APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

- 1) Approval must be secured prior to flexing workday(s)
- 2) Must be full day – no partial day requests
- 3) Must be returned to employee **and HR** within 10 workdays

Original –Supervisor

Copy – Employee

**Copy - HR**

## APPENDIX “H”

### Article 5: Evaluation of Job Performance

The District and Coalition agree to establish an Evaluation Joint Committee within 30 days of ratification of this contract. The purpose of the joint committee is to work on collaboratively creating an evaluation tool that is valuable to both parties. Non-binding recommendations of the committee shall be reported to the respective bargaining teams no later than March 1, 2019.

### Principal Mentor Joint Committee

The District and the Coalition agree to establish a Principal Mentor Joint Committee within 15 working days of the San Juan Unified School Board’s approval of this contract. The purpose of the joint committee is to mutually develop the purpose, scope, expectations, interview process, and stipend amounts for these newly created positions.

### Special Education Joint Committee on Least Restrictive Environment and Eligibility

The District and Coalition agree to establish a Joint Committee within 30 working days of the San Juan Unified School Board’s approval of this contract. The purpose of this joint committee is to explore interests and opportunities related to ensuring students are properly placed in the least restrictive education setting. Non-binding results and recommendations(s) of the committee shall be reported to the respective bargaining teams no later than March 1, 2019. The parties agree that any recommendations(s) to the bargaining teams that include a pilot shall only utilize one-time funds.