

Collective bargaining agreement

between

SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT



and

UNITED PROFESSIONAL EDUCATORS



Effective July 1, 2016 - June 30, 2019

Article 2

Administrator, Curriculum/Staff Development/Media; Administrator, Employee Relations; Administrator, Fiscal Services; Administrator, Pupil Services; Administrator, Special Education; Architect; Area Administrator; Assistant, Public Relations; Assistant Superintendents; Chief Financial Officer; Chief Operations Officer; Coordinator, Business Services; Coordinator, Cities in Schools; Coordinator, Community Drug-Free School Zone Project; Coordinator, Educational Data Processing; Coordinator, Information Services and Educational Technology; Coordinator, Occupational Health; Coordinator, ROTC; Data Processing Specialist; Deputy Superintendents; Director, Accounting Services; 4(nfor)6(mation S)-5ces8738outing Services;

be forwarded to PERB and are not subject to the grievance procedure provided in this Agreement.

Article 3

ORGANIZATIONAL RIGHTS AND SECURITY

1. Organizational Rights.
 - a. "UPE" shall be the sole organization allowed to represent employees in the Bargaining Unit in their employment relations with the "District".
 - b. "UPE" shall have access at reasonable times to areas in which employees in the "Bargaining Unit" work.
 - c. "UPE" shall have use of institutional bulletin boards subject to reasonable regulations.
 - d. "UPE" shall have use of "District" mailboxes as allowed by the EERA.
 - e. "UPE" shall have the right to use "District" facilities at reasonable times for purposes of meetings concerned with the exercise of rights guaranteed by the "EERA".
 - f. "UPE" shall have the right to have a reasonable number of representatives receive

2. Agency Shop.

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

a. Maintenance of Membership

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

b. Non-Members

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

c. Religious Objectors

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

d. Notice

Within forty-five (45) calendar days of the date the parties shall execute this Agreement, provide UPE written notice of the status of each employee in the unit regarding compliance with Section 2 of this Agreement, including with the notice the name of each employee, his/her job classification title, his/her work location, and his/her date of employment into the unit.

Further, within forty-five (45) calendar days of an employee being employed into a position in the unit the District shall, provide UPE written notice of that

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

Article 4

GRIEVANCE PROCEDURE

a. Definitions:

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

b. Informal Level:

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

4.

2. Level II

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

3. Level III

- (a) If the grievant is not satisfied with the decision at Level II, he/she may within five

within the jurisdiction of state or federal agencies such as EEOC, DFEH, PERB, and OSHA.

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

d. Miscellaneous

1. The time limits set forth in this Article may be extended by mutual consent.
2. The grievant shall have the right to process his/her grievance with representation by the UPE and also shall have the right to process his/her own grievance without the intervention of the UPE.
3. The parties may mutually agree to accelerate the grievance procedure by proceeding to expedite arbitration.

Article 5

EVALUATION OF WORK PERFORMANCE

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

1. Philosophy/Purpose Statement:

We believe that the growth of our professional educators and our commitment to accountability are the keys to improving our schools. Performance evaluation is an important component of our plan to achieve the Sacramento City Unified School District mission. The performance evaluation system serves multiple

5. Sequence of Evaluation:

a. New Administrators in the Bargaining Unit.

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

b. Other Administrators in the Bargaining Unit.

All admi

The evaluator shall review with the administrator being evaluated all contract procedures and associated relevant material, including the evaluation schedule, and instrument that will be used in evaluating the administrator's work performance; a copy of all such material shall be provided to the administrator at this meeting by the evaluator. The evaluator and administrator shall mutually agree upon the specific objectives to be used for the evaluation. Should no mutual agreement be reached, the administrator may note this on the evaluation. If applicable, a Professional Improvement Plan will be discussed and developed.

(3) Evaluation Format

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

b. Intermediate Conference(s)

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

c. Completion of Evaluation

(1) Transmission of Evaluation.

Except as follows, the administrator being evaluated shall be provided the summative (final) evaluation not later than thirty (30) calendar days before the last school day of the school calendar in which he/she is being evaluated. In the case of twelve-month employees, the evaluation shall be transmitted by June 30.

(2) Evaluation Contents.

The evaluation shall include commendations as appropriate. The evaluation shall also include recommendations, if necessary, as to areas of improvement in the performance of the administrator. In the event an administrator is not performing his/her duties in a satisfactory manner according to the standards prescribed, the evaluation shall include such fact and describe the unsatisfactory performance. In this case, the evaluator shall provide the administrator specific recommendations as to areas of improvement in the administrator's performance, and the evaluator shall assist the administrator in such performance. The evaluator shall develop a plan for improvement in the needed areas. The Professional Improvement Plan may also be initiated during the course of the evaluation or at any time when deficiencies are evident.

(3) Finalizing the Results.

(a) Evaluation



Human Resource Services

Management Evaluation of Work Performance Management Evaluation Instrument

Evaluatee: _____ Position: _____

Evaluator: _____ Site: _____

I. Initial Conference Date: _____

A. Objectives *

1.



Human Resource Services

Management Evaluation of Work Performance Management Evaluation Instrument

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

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

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

A. Activities:

B. Strategies:

C. Resources to be utilized:

D. Other:

- III. Timeline:

A. Plan initiated on _____
(Date)

B. Plan to be completed by _____
(Date)

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

D. Plan completed _____

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

IV. Signatures:

Evaluator: _____ Date: _____

Evaluatee: _____ Date: _____

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

PROFESSIONAL RESPONSIBILITIES

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

INTERPERSONAL SKILLS

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

CURRICULUM AND INSTRUCTION (SITE ADMINISTRATORS AND OTHERS AS APPROPRIATE)

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

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

Article 6

LEAVES OF ABSENCE

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

1. Definitions.

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

- a. Paid Leaves of Absence. Employees taking authorized paid leaves of absence shall be

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

2. Sick Leave.

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

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

2.1 Personal Necessity Leave.

sick leave which, when added to temporary disability indemnity, will result in a payment of not more than the employee's full salary;

- c. Exclusive of the sixty days of fully compensated industrial accident or illness leave described in paragraph b immediately above, for each day of absence the employee's accumulated sick leave credits shall be reduced by only the amount necessary to provide a

11. Military Leave.

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

12. Religious Observances.

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

13.

on such leave may return to service in an open position for which she is qualified upon written statement from a physician that the employee is physically able to perform normal duties, and until her original position is open at the end of the specified leave period.

15. Short-Term Personal Leave.

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

- a. Such leaves shall be granted only in cases where it can be demonstrated that the need for such absence cannot be fulfilled outside regular work hours. Recommendation for such short-term leaves must come from the employee's immediate supervisor who shall verify that the absence will not seriously affect the program;
- b. Such leaves shall not be granted to employees: (1.) for the purpose of engaging in outside remunerative business or employment; (2.) to attend or participate in functions or activity which are solely for the employee's pleasure or amusement; (3.) to extend holiday or

Employees may be granted sabbatical leave by the Board of Education of the "District" upon

- to the Board of Education for approval; if any applicant granted a leave later cancels it, the next ranking applicant shall be recommended;
- (9.) not more than two percent of the total certificated supervisory staff shall be on sabbatical leave at any one time;
 - (10.) following the granting of the leave a contract of agreement shall be completed, giving all essential details such as effective beginning and terminating dates, number of semester units of credit to be earned or other purposes to be fulfilled, name of institution where work is to be done, if any, salary and method of payment, agreement to serve the "District" upon return for a period of two fiscal/school years, whichever is appropriate regarding the employee's regular work assignment, central office or school site, agreement to notify the "District" of intentions regarding no later than thirty days prior to termination of the leave, agreement to submit required reports upon return as required herein, and agreement to refund sabbatical salary as prescribed herein if conditions of the leave are not fulfilled. The signing of the contract of agreement shall be in lieu of furnishing a bond;
 - (11.) payment of salary to the employee on the leave shall be made at the end of each calendar month the leave is in effect, less any mandatory or employee authorized deductions. If illness, injury, or death prevents fulfillment of the leave by the employee, the proportionate part of the salary not earned shall be returned in the same manner as in the case of an employee on full-time service. If an employee does not serve the "District" for the period required after completing the leave, he/she shall refund to the "District" an amount which bears the same proportion to the total compensation received while on leave as the amount of time which was not served bears to the total amount of time agreed upon;
 - (12.) employees who are granted sabbatical leave shall receive salary compensation from the "District" at the rate to be determined through UPE meeting and negotiating with the District;
 - (13.) the "District" shall continue all its fringe benefit contributions for all employees who are granted sabbatical leave for the duration of the leave on paid-leave status;
 - (14.) after the initial approval of an application for sabbatical leave the Director of Personnel shall provide full information to the applicant about the compensation to be paid him/her while on the leave. The applicant shall have ten working days upon receipt of such financial information to inform the Director of Personnel of his/her intent to accept or reject the leave before final approval of the Board of Education is obtained. Refusal to accept such leave shall not be the basis of denial of subsequent applications by the employee for sabbatical leave;
 - (15.) time spent on sabbatical leave shall count toward earned salary increments in the same manner as regular service. Any special grants or salary increase allowed other employees in the "Bargaining Unit" while the employee is on sabbatical leave shall be allowed the employee when he/she returns from such leave;

(16.) at the expiration of the sabbatical leave the employee, unless otherwise agreed, or unless the particular position shall be have been eliminated, shall be reinstated in the position held at the time such sabbatical leave was entered into;

(17.)

of the Collective Bargaining Agreement between the District and Union (i.e., half-pay sick days) is not eligible donations for transfer.

- c. Donations will be accepted up to the needed number of days to cover the period of time stated above and will be accumulated on a first received basis. All donations received

method will be used to facilitate the return of the donated leave. The donor may donate at a future date if approved for an extension.

1

sick leave days and is not employed on an hourly basis (e.g. per diem employees).

2

their job classification / specification.

Article 7

SALARY AND HEALTH BENEFITS

1. Benefit Stipend.
 - a. Participation in health benefit programs will be required as per current procedures except as follows:
 - b. Effective January 1, 1997 or as soon thereafter as administratively practical, an amount equal to the average cost of the health benefit premiums will be added to the salary schedule for each unit member. This will provide unit members with additional STRS credit, subject to STRS approval. Unit members will then pay their healthcare premium through payroll deduction in an Internal Revenue Code Section 125 plan, subject to approval of the health benefit carrier.
 - c. No added payment for opting out of the healthcare plan will be made.
 - d. The parties agree to participate in a district-wide health and welfare benefits committee. The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost.

2. Employee Compensation and Health Benefits

2.1 Salary

2.1.1 Retroactive to the start of the 2016-17 school year, employees will be compensated pursuant to the applicable salary schedule in Appendix D.

2.1.2 Salary Placement of Current UPE Members

2.1.2.1 Beginning with the 2016-17 school year, current UPE members will be placed on salary schedule according to number of years the member has as an administrator in the district or remain at their current step on the pay schedule, whichever results in the greater salary.

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

2.1.3 Longevity Steps

Commencing with the 2017-18 school year, UPE members will be eligible for longevity steps at the following years as reflected on the salary schedule attached hereto:

- o 13

- 16
- 19 3% of emplo
- 22
- 25

2.1.4 Doctoral Stipend

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

2.2 Health and Welfare Benefits

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

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

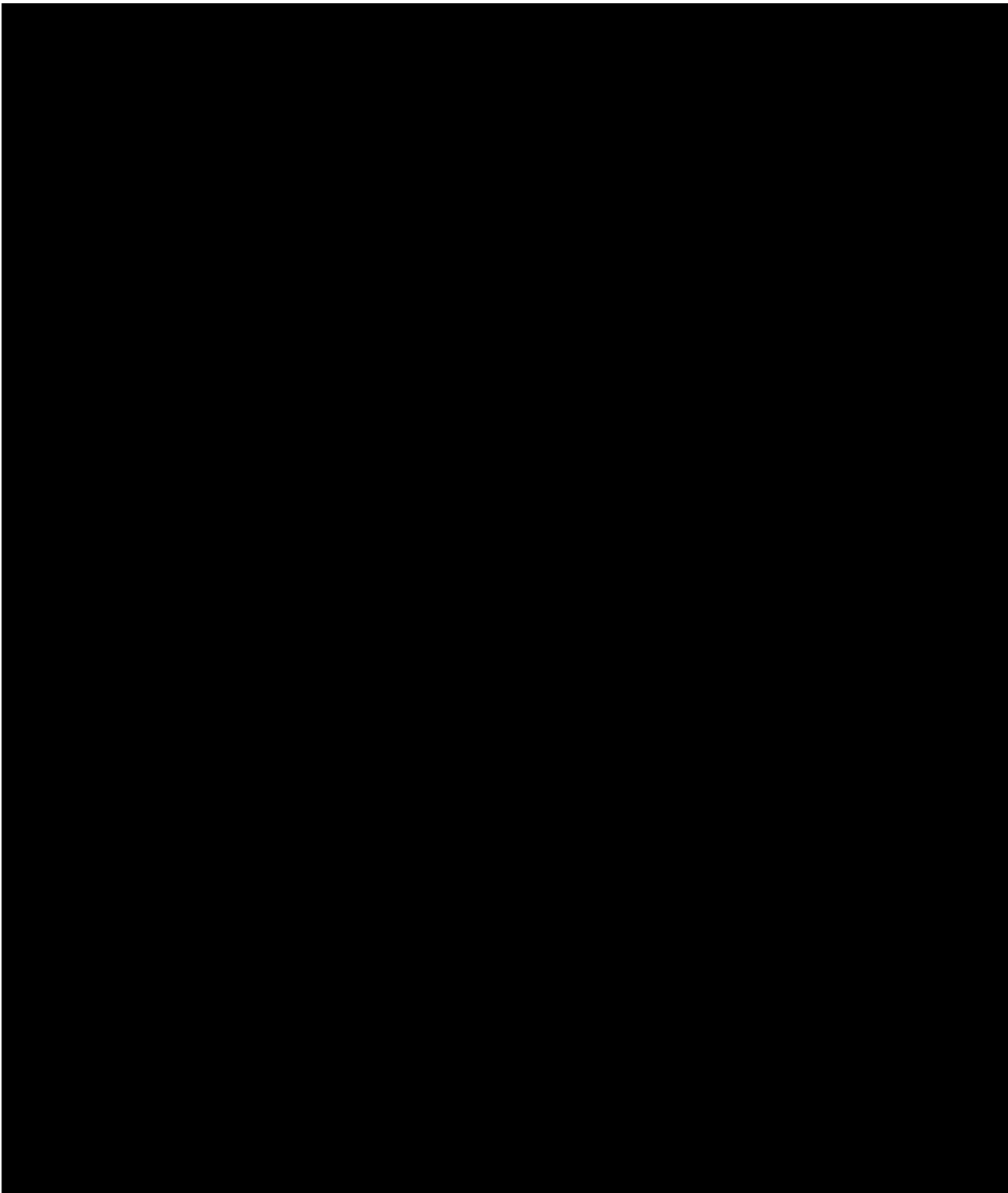
Family: 80% coverage up to the Kaiser Family Plan rate

2.2 UPE Member Contributions to Post Employment Retirement Benefits

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

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

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



Article 8

WORK YEAR

1. Eleven (11) Month Employees.
 - a. UPE members will work the designated contracted number of days set forth below. Identification of work days will be determined by agreement with direct supervisor.
 - Elementary and Middle School Principals will work a 211 day schedule
 - Middle School and High School Assistant Principals will work a 211 day schedule
 - Elementary School Assistant Principals will work a 202 day schedule
 - Dean, Secondary will work a 201 day schedule

2. Designated Vacation Days For Twelve (12) Month Employees.

- a. Effective upon board approval, all UPE bargaining unit employees who are designated as working 223 days will be known as twelve (12) month employees. This change will not result in any adverse effect on employees.
- b. Effective July 1, 2014, all twelve (12) month employees in the UPE bargaining unit are required to work 223 days. They will begin the work year on the official District reporting date and end the work year on the official ending date, with adjustments, if necessary. If adjustments are needed, employees will work collaboratively with their Supervisors on adjusting those work days.

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

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

Payout of accrued vacation to UPE members:

- Payout of currently accrued vacation shall be paid in full over a period of not more than 5 years

Article 9

RETIREE HEALTH BENEFITS

1. The District will provide retiree medical benefits for unit members as follows:
2. Current employees:
 - a. Will maintain eligibility for lifetime coverage.
 - b. The retirant must elect to participate in the Medicare Risk Program at age

Article 10

TERM OF AGREEMENT

1. This Agreement will conclude negotiations for the 2016-17 and 2017-18 school years with no reopeners in those years. The Parties agree to make the necessary changes to Article 10 (Term of Agreement) provision of the CBA to reflect the term of the agreement from July 1, 2016 to June 30, 2019. The Parties agree that they may reopen up to two articles of their choice for the 2018-19 school year consistent with Article 10.2. The Agreement shall become effective upon approval by UPE and the District, as evidenced by the signature of the UPE and District designees and by ratification of the UPE unit members and the District Board of Education.

For United Professional Educators

For Sacramento City Unified School District

Richard Owen, UPE Executive Director

Cancy McArn, Chief Human Resources Officer

Date

Date

Judy Montgomery, UPE President

Ted Appel, Assistant Superintendent, Labor Relations

Date

Date