

OAKDALE JOINT UNIFIED SCHOOL DISTRICT

MANAGEMENT AND CONFIDENTIAL PERSONNEL HANDBOOK



A. MANAGEMENT AND CONFIDENTIAL PERSONNEL HANDBOOK

1. Nothing in this policy intends to limit the responsibility and authority of the Board of Education or the Superintendent ultimately to make decisions as prescribed by law.
2. In addition, this handbook does not apply to management and confidential personnel who have unit representation pursuant to the Rodda Act.
3. The Oakdale Joint Unified School District Management and Confidential Personnel Handbook will be evaluated every two years by representatives of certificated managers, chosen by Oakdale Managers and the Superintendent.

B. EMPLOYMENT AND ASSIGNMENT OF MANAGEMENT

1. Management Policies

- 1) Oakdale Jt. Unified School District 's Board of Education has the responsibility to establish policies by which the District's schools are managed.
- 2) Oakdale Jt. Unified School District's Board of Education charges the Superintendent with the responsibility of developing a management system, which will provide for meaningful involvement of management and confidential personnel. The management system will provide for:
 - (a) Leadership in school curriculum, educational assessment, operations, and services to the District.
 - (b) Creation of a learning atmosphere in the schools, which fosters optimal educational opportunity and child growth.
 - (c) Creation of an open communication system at both the District and school level.
 - (d) Development of a high level of employee morale.
 - (e) Development of a sense of ownership of organizational goals and objectives among community members, students, staff and the Board of Education.
 - (f) Development of trust and confidence among community, students, staff, and the Board of Education.
 - (g) Location of decision-making and problem-solving responsibilities as close to the information or implementation source as possible.

2. Administrative Transfer of Management

- 1) Upon being notified of a proposed administrative transfer, the employee may request a meeting with the Superintendent to discuss the proposed transfer. The Superintendent or his/her designee will meet with the employee to discuss the proposed transfer.
- 2) Any recommendation that an employee be administratively transferred is subject to approval of the Superintendent.

3. Selection and Assignment of Managers

- 1) The selection of certificated managers is normally a two-step process:
 - (a) Screening and evaluation by a committee composed of members selected by the Deputy Superintendent Human Resources; and
 - (b) Selection by the Superintendent and recommendation to the Board of Education.
- 2) The Superintendent, with the approval of the Board, may fill management positions by executive action in the event of an emergency or when it otherwise serves the best interest of the District.

4. Selection of Confidential

- 1) The selection of confidential employees is normally a two-step process.
 - (a) Screening and evaluation by a committee composed of members selected by the Deputy Superintendent Human Resources and
 - (b) Selection by the area supervisor and recommendation to the Deputy Superintendent Human Resources, upon background checks recommendation goes forward to the Board of Education.

C. MANAGEMENT PERSONNEL RESPONSIBILITY

Management employees have major responsibilities for promoting educational leadership, formulating and recommending District policies, administering District programs, adjudicating grievances, and supervising and evaluating District employees. Pursuant to the effective accomplishment of these objectives and responsibilities, management employees are not constrained by the usual time measurements, such as eight-hour day/forty-hour week. The very nature of their positions and responsibilities dictates that they be granted the professional prerogative of making decisions relative to the length of their working day as discussed with and approved by their immediate supervisor. They should also be granted considerable flexibility in scheduling of their total work year in order to carry out their assigned duties, community responsibilities, and other professional commitments as discussed with and approved by their immediate supervisor. Extra duties, which are not included in the management employee's present job description, may be required by supervisors.

1. Placement of Management Salary Schedule

- 1) Placement on the salary schedule will be based upon experience, quality of past performance, and District need. The Deputy Superintendent Human Resources will recommend appropriate placement to the Superintendent who retains final discretion.

Outside candidates will be given year for year credit for the same level experience.

- 2) Staff members appointed to positions within a new higher salary range will have their placement in the new range determined by the Deputy Superintendent Human Resources. A minimum of five percent increase over the daily rate salary in the previous position will be granted.

- 3) Management personnel rates of pay and days of service are listed in the approved salary schedule.
- 4) The Superintendent may authorize extended service for managers. Extended service days shall be compensated at the employee's regular daily rate of pay.
- 5) Longevity steps for managers will be given for years of service in the position.

2. Placement of Confidential Salary Schedule

- 1) Upon hire, all Confidential employees enter on Step 1 of the corresponding salary schedule for their current position. This will stay in effect unless the new hire can provide evidence to the Assistant Superintendent of Human Resources that they have equal/similar experience at the same job they were hired for within the Oakdale Joint Unified School District.

The maximum amount of years of outside service that will be granted to a Confidential employee, with verification of service, is three (3) years of service year credit to be placed no higher than Step 4 on the corresponding salary schedule.

- 2) Longevity Credit:
 - (a) Beginning with the 11th fiscal year of employment with the District, the longevity step would be three percent (3%) of step six for the employee's classification.
 - (b) Beginning with the 16th fiscal year of employment with the District, the longevity step would be five percent (5%) of step six for the employee's classification.
 - (c) Beginning with the 20th fiscal year of employment with the District, the longevity step would be six percent (6%) of step six for the employee's classification.

3. Salary Schedule

The Superintendent will meet in August of each year, with representatives of management and confidential employees to discuss the salary schedule, fringe benefits, responsibility days, and range adjustments.

- 1) Step placement on the salary schedule.

The Management Salary Schedule shall have regular steps. Placement on these steps will normally be as follows:

- (a) Annual step advancement within a salary category and/or salary adjustments shall not occur if the employee's overall performance is anything less than satisfactory as determined by the supervisor's evaluation and/or the Superintendent's determination. Advancement on the salary schedule is based on demonstrated competency and not years of service.

- (b) The Superintendent/designee has the prerogative to propose different salary adjustments for administrative positions.
- (c) Year of Service. A manager or confidential employee must serve 75 percent of the work year in order for that year to qualify as a year of service.

4. Anniversary/Hire Dates

- 1) For the purpose of salary step advancement, the anniversary date for all management and confidential personnel is July 1st. The employee must have served 75% of the previous work year to qualify for the advancement.
- 2) Each management and confidential employee's hire date, for purposes of salary determinations, is the first day of paid service rendered to Oakdale Jt. Unified School District in a management or confidential position.

5. Salary Payments

- 1) Management and confidential employees are paid monthly on the last working day of the month.

6. Travel/Management and Confidential Employee Expenses

- 1) In accordance with the Education Code, Board Policy, and Administrative Regulations, Oakdale Jt. Unified School District shall reimburse managers and confidential employees for expenses incurred in conducting the business of the District.

7. Responsibility Days

- 1) The work year for managers shall be established by the Superintendent or his/her designee.
- 2) Work days shall be scheduled during the established work year. Saturdays and specified holidays may be worked with the prior approval of the Superintendent or his/her designee.
- 3) Confidential employees insofar as practicable, medical and dental appointments shall be made for off-duty hours. If an employee needs to be absent from his/her work for a period of four (4) hours or less, for the purpose of medical and/or dental appointments, such time off may be granted subject to the approval of the immediate supervisor and if prior notification is given. After the total of four (4) hours maximum per fiscal year have been used, such time off will be charged to sick leave at the rate of one hour per hour absent. This is not accumulative from year to year. This time off shall appear on the time card each month.

- 4) Classified Management and Confidential employees shall earn vacation as follows;

July 1 st	Years 1- 15	18 days
July 1 st	Years 16 or more	21 days

Vacation Carry-Over: A maximum of seven (7) vacation days may be carried over into the next year. Application for the carry over of more than seven (7) days must be made to the District in writing.

- 5) Classified Management and Confidential employees are eligible for the following holidays:

- 5.1 Independence Day
- 5.2 Labor Day
- 5.3 Veterans' Day
- 5.4 Thanksgiving Day
- 5.5 Day after Thanksgiving
- 5.6 Christmas Eve
- 5.7 Christmas Day
- 5.8 New Year's Eve
- 5.9 New Year's Day
- 5.10 Dr. Martin Luther King, Jr.'s Birthday
- 5.11 Lincoln's Birthday
- 5.12 Washington's Birthday
- 5.13 Friday of Spring Recess/Friday before Easter
- 5.14 Memorial Day
- 5.15 In-Lieu Day

8. Health and Welfare Benefits Coverage

The District maximum annual contribution will be as follows:

8.1 The District shall provide an annual contribution in the amount of \$6,270.00 toward health insurance for Single or Two-Party coverage and \$7,000.00 for family coverage.

8.2 The District shall provide an annual contribution in the amount of \$6270 for health coverage to all management and confidential employees.

8.3 In addition, the District shall provide a life insurance policy as follows:

- 8.3.1 Confidential Employees - \$45,000
- 8.3.2 Classified Management - \$55,000
- 8.3.3 Certificated Management - \$65,000

8.4 The parties agree to establish an IRC Section 125 plan for the benefit of its management and confidential employees.

8.5 The District shall provide management and confidential retirees with medical benefits for the employees only at the rate at the time of retirement. The coverage will be in effect for 10 years or until the qualification age for Medicare, whichever comes first. Management and confidential employees must work in the District a minimum of ten

(10) years before receiving retirement medical benefits or by individual contract.

8.6 Management or Confidential employees working 75 % or more of the full time equivalent shall receive the full benefit cap. Those working less than 75% shall receive a pro-rated amount of the single party cap. Part- time is considered to be less than 8 hours or less than the required number of contract days for their position. Those part-time management and confidential employees who are not required to take health and welfare coverage, may elect to "cash-out" at a pro-rated amount, i.e. a 75% management or confidential employee may cash for a maximum of \$4,702.50 ($\$6,270 \times 75\% = \$4,702.50$).

8.7 All full time management and confidential employees are required to make Medical and Life Insurance selection; Dental and Vision are optional.

8.8 Professional Organizational (ACSA/CASBO) dues provided to all current Non-Represented Employees.

D. MANAGEMENT AND CONFIDENTIAL PERSONNEL LEAVE OF ABSENCE POLICIES

The Superintendent or his/her designee at any time may require supporting evidence, including documentation of stated reasons for leave. Such evidence shall be provided by the employee within a reasonable time. False statements related thereto shall be grounds for withholding leave benefits and for such disciplinary action as the Superintendent or his/her designee deems appropriate. The Superintendent or his/her designee may send an employee to a district-chosen medical practitioner in order to determine if the employee is fit to return to work or, if currently working, is fit to continue working.

An employee returning from a leave of absence shall provide to the Deputy Superintendent Human Resources written notice of return to assignment by May 1.

Except for unforeseen conditions beyond the control of the employee which prevent timely return to work, an employee who fails to return to work at the expiration of approved leave shall be deemed to be absent without justification and subject to disciplinary action.

A good-faith effort will be made to return management personnel to a comparable position.

Effect on Progressive Salary Advancement: Time spent on the following leaves counts as part of the service required for progressive salary advancement:

1. All paid leaves
2. Exchange Leaves
3. Federal Grant Leaves
4. Military leaves
5. Legislative leaves
6. Community service leaves
7. Sabbatical leaves

Time spent on other types of leave does not count toward progressive salary advancement.

Time Limit: No leave, except Military Leave, may be approved beyond June 30 of any school year. In case a leave might require absence in two different school years, an extension of said leave may occur.

Leave Credit and Payment for Part-time Management Personnel: In the case of employees who work less than a full-time basis, the accumulation of leave credit and the payment of salary shall not exceed the pro rata share of full leave credit or salary payment unless expressly provided otherwise in this salary policy. For part-time employees, "full salary" means the salary to which the employee would normally be entitled, but no part-time employee shall receive leave credit or salary for days on which the employee would not be required to work.

1. Absence in Excess of Earned Sick Leave

- 1) When management and confidential employee are absent because of illness, quarantine, or non-industrial accident and has exhausted all entitlement to sick leave and five-month differential pay, he/she shall take one of the following actions:

- (a) Disability retirement
- (b) Resignation

If neither of the above actions is taken, the employee may request to take personal leave for up to one year. The right to take such leave shall be subject to recommendation by Superintendent or his/her designee and approval by the Board of Education.

- 2) In the event of personal leave granted as a result of illness, quarantine, or non-industrial accident occurring under the provisions of this regulation, the employee, if permitted by the carrier, is entitled to the opportunity to continue coverage under the District medical insurance plan by personally paying premiums pursuant to forms and procedures established by the District.
- 3) The Superintendent or his/her designee may require a medical examination at District expense to confirm fitness to resume duties by a mutually acceptable medical practitioner before the employee is eligible to return to work. If a mutually acceptable medical practitioner is not agreed upon within 5 District office workdays after the Superintendent or his/her designee provides the employee with the names of two physicians acceptable to the District, the Superintendent or his/her designee may select the physician.

2. Bereavement Leave

- 1) Eligibility: all management and confidential personnel
- 2) Maximum Time Limit: 3 work days; 5 work days if out-of-state or if more than 300 miles travel one way is required.
- 3) Compensation: full salary
- 4) Provisions:

- a. Employees shall be granted a maximum of three workdays leave, or five workdays if out-of-state travel is required, with full pay in the event of death of a member of the immediate family.
- b. Members of the immediate family of the employee or the employee's spouse are defined as husband, wife, mother, father, sister, sister-in-law, brother, brother-in-law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster child, step-parent, foster mother, foster father, aunt, uncle, or any relative of either spouse living in the immediate household of the employee.
- c. Bereavement Leave may be extended through use of Personal Necessity Leave if the Deputy Superintendent Human Resources or his/her designee approves the extension.

3. Child Care Leave

- 1) Eligibility: all management and confidential personnel.
- 2) Maximum Time Limit: one school year.
- 3) Compensation: no salary.
- 4) Provisions:
 - a. Employees may be granted Child Care Leave for the purpose of childbearing or child rearing.
 - b. If leave is requested for childbearing:
 - 1) Pregnancy shall be confirmed in writing by the employee's personal physician.
 - 2) With District approval, leave may commence at any time between the physician's confirmation of pregnancy and one year after the child is born.
 - c. If leave is requested for child rearing, the District may grant an employee such leave as a result of de facto or de jure custody of a child three years of age or less.

4. Community Service Leave

- 1) Eligibility: all management and confidential personnel
- 2) Maximum Time Limit: As Provided in Ed Code Section 44987

- 3) Compensation: full salary.
- 4) Provisions: The rights and obligations concerning this leave are described in Education Code section 44987

5. Industrial Accident or Industrial Illness Leave

- 1) Eligibility: all management and confidential personnel.
- 2) Maximum Time Limit: 60 work days.
- 3) Compensation: full salary.
- 4) Provisions: pursuant to the provision of Education Code Sections 44984, employees shall be provided leave of absences for industrial accident or illness under the following rules and regulations:
 - a. The accident or illness shall have arisen out of and in the course of employment of the employee and shall be accepted as a bona fide injury or illness arising out of and in the course of employment by Oakdale Jt. Unified School Districts' workers' compensation insurance carrier.
 - b. Allowable leave for each industrial accident or illness shall be for the number of days or temporary disability not to exceed 60 working days in anyone fiscal year.
 - c. Allowable leave shall not be accumulated from year to year.
 - d. The leave under these rules and regulations shall commence on the first day of absence.
 - e. When an employee is absent from duty on account of industrial accident or illness, the employee shall be paid such portion of the salary due for any month in which absence occurs, as when added to the employee's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, shall result in payment to the employee of not more than full salary.
 - f. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
 - g. When an industrial accident or illness leave extends into the next fiscal year, the employee shall be entitled to only the amount of unused leave due the employee for the same illness or injury.

- h. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants in payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- i. The benefits provided by these rules and regulations shall be applicable to employees upon employment.
- j. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Board of Education authorized travel outside the state.
- k. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in (Education Code sections 44977, 44978, and 44983) and his/her absence for the purposes of each of these sections shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

6. Jury Duty

- 1) Eligibility: all management and confidential personnel.
- 2) Maximum Time Limit: duration of jury duty.
- 3) Compensation: full salary (if fees paid by the court are endorsed to the District.)
- 4) Provisions:
 - a. The District shall grant leaves of absence with pay for jury duty. Any fees paid for jury duty shall be endorsed to the District.
 - b. Employees called for duty shall notify their immediate supervisor immediately upon receipt of the jury summons. Notification of return shall be as soon as practicable.

7. Legislative Leave
Rev. 11-08

- 1) Eligibility: all management and confidential personnel who have attained permanent status outside the management service.
- 2) Maximum Time Limit: the term of the employee's elected office.
- 3) Compensation: no salary.
- 4) Provisions:
 - a. A Legislative Leave shall be granted to any management and confidential employee who has attained permanent status outside the management service who is elected to the Legislature.
 - b. No salary or fringe benefit shall be paid by the District during the leave.
 - c. Time spent on Legislative Leave shall count as service for any annual salary step advancement. No credit is allowed for other benefits.
 - d. Requests for Legislative Leave shall be submitted as soon as practicable.

8. Long-Term Illness Leave

- 1) The Superintendent or his/her designee shall grant a long-term illness leave to an employee upon written verification from the employee's personal physician that illness or accident will keep the employee from duty for a definite period of time. The Superintendent or designee reserves the right to have a District- appointed physician verify the employee's condition and whether an employee is fit to work. If there is a conflict between the two physicians, the District doctor's determination is binding.
- 2) The employee shall receive regular salary until expiration of accumulated full-pay sick leave.
- 3) The five-month period for which an employee is entitled by Education Code section 44977 to the difference between the employee's salary and the approved per diem pay of a substitute actually employed (or if a substitute is not employed, the amount which would have been paid to the substitute had he/she been employed) shall not include any period of illness for which the employee is required to use his/her accumulated sick leave. Sick leave, including accumulated sick leave, and the five-month differential pay period shall run consecutively.

- 4) For any portion of the five months, the employee shall receive only the difference between his/her salary and the approved per diem pay of the substitute actually employed or "if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed." However, if a replacement is employed on contract (certificated assignment) or short-term to fill the position, the employee shall receive the difference between his/her regular salary and step I of the appropriate salary range. Upon expiration of the five-month period during a school year, the employee shall be in unpaid status.
- 5) An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in the next school year.
- 6) The Superintendent or his/her designee may require a physical examination at District expense to confirm fitness to resume duties by a mutually acceptable medical practitioner before the employee is eligible to return to work. If a medical practitioner is not agreed upon within five District office workdays after the Superintendent or his/her designee provides the employee with the names of two physicians acceptable to the District, the Superintendent or his/her designee may select the physician.
- 7) No gainful employment may be undertaken while on long-term illness leave.

9. Military Leave

- 1) Eligibility: all management and confidential personnel.
- 2) Maximum Time Limit: as designated by law (California Military and Veterans Code).
- 3) Compensation: as required by law (California Military and Veterans Code).
- 4) Provisions: managers shall be granted military leave of absence pursuant to law.

10. Organization Leave

- 1) Eligibility: all management and confidential personnel.

- 2) Maximum Time Limit: one school year. Leave may be renewed annually during incumbency by the Board of Education.
- 3) Compensation: no salary.
- 4) Provisions:
 - a. An Organization Leave of Absence may be granted to management personnel who have attained permanent status outside the management service in order to serve as an elected official of a recognized professional, educational, or employee organization for the sole purpose of discharging the duties of such office.
 - b. Time spent on Organization Leave counts as service for salary step advance. No credit is allowed for any other benefits.

11. Peace Corps Leave

- 1) Eligibility: all management and confidential personnel.
- 2) Maximum Time Limit: two academic years.
- 3) Compensation: no salary.
- 4) Provisions:
 - a. A Peace Corps Leave may be granted to any management employee to serve as a Peace Corps employee in any state, territory, or possession of the United States or foreign country.
 - b. The employee must have rendered service for at least three years immediately preceding the leave and shall be obligated to return to the District for at least two years following service in the Peace Corps.
 - c. As soon as practicable, the employee shall submit a request in writing to the immediate supervisor. Such request shall state the duration and location of the leave.
 - d. Peace Corps leave is limited to one management employee, and the Board of Education reserves the right to limit the number of participants in any semester or year.
 - e. Time spent on Peace Corps leave counts as service toward the seven years requirement for salary step advancement. Peace Corps leave will not constitute a break in service for salary purposes.

- f. If the State Teachers Retirement System permits service in the Peace Corps to count toward state retirement, Oakdale Jt. Unified School District agrees to perform the administrative tasks required by the retirement system in order for the employee to obtain such credit.

12. Personal Leave

1. Eligibility: all management and confidential personnel.
2. Maximum Time Limit: one academic year or remainder thereof.
3. Compensation: no salary.
4. Provisions:
 - a. Employees may request a leave of absence for personal reasons not to exceed one academic year or remainder of the current year.
 - b. Personal Leave shall be for reasons not covered by other leaves and shall be in the best interest of the district.
 - c. Requests for personal leave shall be submitted to the Human Resources office through the immediate supervisor.

13. Personal Necessity Leave

1. Eligibility: all management and confidential personnel.
2. Maximum Time Limit: seven working days (July 1 through June 30) to be deducted from unused earned sick leave.
3. Compensation: full salary to the extent that accumulated sick leave is available. Otherwise, employees are not eligible for this leave.
4. Provisions: up to seven accumulated sick leave days may be used by the employee for personal necessity with advance notification to their supervisor.

Personal necessity leave shall not be used for vacation or holiday purposes.

14. Pregnancy Disability Leave

1. Eligibility: all female management and confidential employees.

2. Maximum Time Limit: length of disability.
3. Compensation: full salary - charged to accumulated sick leave.
4. Provisions:
 - a. Absence under Pregnancy Disability Leave shall be for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.
 - b. Leave shall commence on the date the physician verifies that the employee is medically unable to work. The Human Resources Office shall be given notice as soon as practicable.
 - c. A statement in writing attesting to the condition of the pregnancy shall be submitted by the personal physician of the employee at the time the leave request is submitted for a Pregnancy Disability Leave. Such requests shall be submitted as soon as practicable prior to commencement of the leave.
 - d. The leave shall terminate when the employee's physician certifies that she is medically able to return to work. Notice of return to work shall be given to the Human Resources Office by the employee as soon as practicable.
 - e. When the absence extends beyond accumulated sick leave, the employee shall be entitled to use the five-month differential pay leave described in 8, above.

15. Sabbatical Leave

1. Eligibility: Certificated managers who have attained permanent status outside the management service.
2. Provisions:
 1. Requirements:
 - a) Employees must have rendered service in a certificated position or positions in the District for at least seven consecutive years preceding the granting of a leave. A minimum of 150 full-time equivalent days shall have been served during each of such years, dated from the beginning of a semester. Only service rendered subsequent to return from the most recent Sabbatical Leave or subsequent to the most recent commencement of service is counted. Time spent on a leave is not considered as a break in continuity of service but cannot

be included as a part of the seven-year service except that time spent on paid military leave, on exchange leave, or federal grant leave for not more than one year can be included as part of the seven-year service requirement.

- b) During the two consecutive semesters immediately preceding the beginning of the leave the employee must have served a minimum of 150 days in the District or have been on military or federal grant leave during the two immediately preceding semesters.
- c) The employee must have served satisfactorily for the three years of service immediately preceding the period of the leave. Note: When more requests for Sabbatical Leave are received than can be granted, those with least priority will be denied. Factors that shall be among those considered in granting Sabbatical Leaves shall include but not be limited to: compliance with application requirements, eligibility, value of the program to the District, seniority in the District, length of leave -- semester or year, ability of District to finance leaves; and whether any such leave has been previously granted.

2. Service after Sabbatical Leave

The employee must serve two full school years after returning to duty.

3. Health

The employee's physical condition must be approved by the applicant's physician before the leave is granted.

4. Length of Leave

Sabbatical Leave may be granted for not less than one full semester nor for more than one full year. Exceptions may be recommended by the Superintendent or his/her designee and approved by the Board.

5. Compensation

An employee on Sabbatical Leave shall receive 50% of his/her basic salary. (Retirement and health benefits premiums paid by the District shall be prorated to the maximum of 50%.) Exceptions

may be recommended by the Superintendent or his/her designee and approved by the Board.

3. Requests for Sabbatical Leave

1. A preliminary request for Sabbatical Leave should be filed in the office of the immediate supervisor by November 15 for leaves to begin August 1 of the following year. Final plans must be submitted to the Deputy Superintendent Human Resources no later than December 15. If the leave is to begin the second semester of the next school year, the preliminary request should be submitted no later than May 1, and final plans by June 1.
2. Requests for leave shall be submitted in writing and shall state the purpose for which the leave is to be granted. If the leave is to be granted for study, the request shall indicate the location of the proposed study, the major work to be undertaken, and how the proposed study relates to the employee's responsibilities. If the leave is requested for travel, the request shall indicate the total travel plan of the employee together with the relation of this travel plan to the employee's professional responsibilities.
3. The Superintendent or his/her designee will consider the application and submit recommendations to the Board of Education. The Board's decision will be final. A reasonable effort will be made to present recommendations to the Board of Education no later than December meeting of the Board.

4. Return after Sabbatical Leave

The District shall accord good faith consideration to employee preferences relating to work site for employees returning at the expiration of a Sabbatical Leave.

5. Retirement

Sabbatical Leave shall count toward retirement and full retirement contributions shall be deducted from warrants in the usual manner.

6. Types of Sabbatical Leave

1. Travel: Travel shall constitute a planned program involving a substantial portion of the year of leave. Such travel must have educational value as its purpose. A complete plan for such travel shall be submitted with the original application for leave. Evidence of travel experiences must be presented upon return to the District. Such evidence may include but shall not be limited to

personal photographs, slides, and other materials, including passport documents.

2. **Approved Study:** An approved study leave is one during which the employee pursues a program of upper division or graduate study in residence (not correspondence courses) in an accredited institution of higher learning including foreign universities. The course must relate to the present or prospective service of the employee or must qualify him/her for a needed credential or higher degree. The courses must be completed and credited within the leave period. The completion of previous incomplete courses and/or the completion of work after the end of the leave period cannot be used to fulfill Sabbatical obligations.
3. **Work Sabbatical:** An approved work leave is one in which the employee is employed in an occupation related to his/her assignment and works full or part-time in the location of the temporary employer. A specific work plan shall be cooperatively developed by employer and school employee. A commitment shall be required from the temporary employer-specifying acceptance for the period of the work sabbatical. The temporary employer shall pay the remaining 50% of salary for the period employed. Total payment would not exceed the amount prescribed by the current salary schedule. The District may request the temporary employer to complete an evaluation. The District may conduct periodic evaluation of the employee and the work assignment.
4. **Combination:** Requests may be made for Sabbatical Leave combining study, travel, and/or work.

7. **Failure to Complete Leave**

If a Sabbatical Leave cannot be completed for some unforeseen reason or circumstances beyond the employee's control, partial compensation may be obtained only if a significant portion of the original purpose of the leave has been accomplished. If compensation is allowed, it will be on a prorated basis according to the portion of the requirement of the leave completed as determined by the Superintendent or his/her designee and approved by the Board. Under special circumstances, the Superintendent may recommend other projects in lieu of travel or study.

8. **Change of Plan**

Sabbatical Leaves may be combined in one semester or in separate semesters or in quarters.

9. **Time for Study and Travel**

Sabbatical obligations must be pursued during the period of the leave. Summer travel or study or work does not fulfill Sabbatical Leave obligation.

10. Status Report

An employee on Sabbatical Leave shall keep the Deputy Superintendent Human Resources informed of his /her mailing address during such leave.

11. Final Report

Each employee must submit a typewritten final report to the Human Resources Office.

1. For a study leave the report shall include a brief description of the courses completed and their professional implications. Note: For leaves involving college or university credit, an up-to-date transcript shall be filed with Human Resources Office no later than September 1.
2. For travel leave the report should be 1500 or more words and include a description of places visited and an evaluation of the experiences significant to the employee as an educator.
3. For work leave, the report shall summarize the relevant work experience and its implications for the employee's professional responsibilities.

12. Completion of Leave

For an academic year sabbatical, the sabbatical final report should be filed within two months after the final date of the sabbatical leave. Payment for services rendered after return to duty cannot be made until either:

1. The final report is submitted and approved by the Superintendent, or
2. The employee submits a statement asserting intention not to fulfill the leave requirements, in which case no compensation may be paid for the leave and any compensation received since inception of the Sabbatical Leave must be returned.

13. The Board may require that the employee furnish a suitable bond indemnifying the governing board and the District against loss in the event the employee fails to render at least two years of service, following the return of the employee from leave of absence.

An employee who has been absent on a Sabbatical Leave, upon his/her return to employment in the District, shall receive benefits as if the employee had remained in service.

14. Payment

Salary for Sabbatical Leave shall be paid in the same manner as if the employee were rendering service in the District from which the Sabbatical Leave is taken upon the furnishing by the employee of a suitable bond indemnifying the governing board of said District against loss in the event the employee fails to return and render at least two years' service immediately following the Sabbatical Leave provided the employee submitted, prior to each salary payment, a statement in accordance with procedures established by the Superintendent showing compliance with the conditions of the Sabbatical Leave Agreement. Such bond shall be released in the event the failure of the employee to return and render such two years' service is caused by the death or physical or mental disability of the employee. If the District does not require bond, salary arrangements shall be as mutually agreed upon.

15. Incomplete Sabbatical Leaves (Due to Injury or Illness)

Interruption of a Sabbatical Leave program caused by serious injury or illness shall not be considered failure to fulfill the conditions upon which such leave was granted nor shall interruption affect the amount of compensation to be paid under the terms of the leave agreement provided:

1. Notification as soon as practicable of injury or illness during Sabbatical Leave is given to the Superintendent by means of a registered or certified letter, and
2. Written evidence verifying the fact that the interruption of the program was due to serious injury or illness is filed promptly with the Personnel Office.

16. Due to Other Causes

1. An employee who fails to complete all of the requirements of the Sabbatical Leave due to serious illness in the family or other causes beyond his/her control may receive compensation on a prorated basis if a significant portion of the requirement is complete.
2. For an incomplete Sabbatical Leave originally approved for one year, fractional portions of requirements completed may be one-fourth, one-half, or three-fourths.
3. The completion of the fractional portion of the requirements must have been accomplished during the particular period for which the Sabbatical Leave was authorized and prior to return to active duty or prior to the beginning of a leave immediately following the Sabbatical Leave.

16. Sick Leave

1. Eligibility: all management and confidential personnel.
2. Compensation: full salary.
3. Provisions:
 - a. Full-time employee (223 + days) shall receive twelve (12) days of sick leave yearly. Employees serving less than 223 days shall earn a proportionate number of days.
 - b. Failure to give adequate notice of absence or intent to return to duty after such absence shall be grounds for disciplinary action.
 - c. Before the employee is eligible to return to work, the Superintendent or his/her designee may require a medical examination by a medical practitioner designated by the Superintendent or his/her designee to confirm fitness of the employee to resume duties.
 - d. Falsification of information is grounds for disciplinary action. The employee shall be notified upon his/her return when an absence is questioned.

If the immediate supervisor has evidence that the employee has falsified the stated reason for absence, the employee may be required to respond to such evidence.

This does not preclude discussion between the immediate supervisor and the employee concerning the stated reasons for absence.
 - e. Unused sick leave will be carried forward.

17. Sick Leave -Illness of Child, Parent, or Spouse of the Employee

1. Eligibility: all management and confidential personnel.
2. Maximum Time Limit: As described under "Provisions".
3. Compensation: As described under "Provisions".
4. Provisions:
 - a. In any calendar year commencing 2004, an employee may use his/her accrued and available sick leave, up to an amount that

would be accrued during six months' employment at the employee's then-current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions applicable to the use by an employee of sick leave shall apply to the use by the employee of sick leave to attend to an illness of his/her child, parent, or spouse.

- b. Any sick leave use described above shall be applied as personal necessity leave and taken from the employee's personal necessity leave balance, if any. To the extent the employee's personal necessity leave has already been used for purposes other than to attend to an illness of an employee's child, parent, or spouse, accrued sick leave may be used up to the amount described herein after any remaining available personal necessity leave has been used.
- c. The entitlement described herein does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 V.S.C. §2606, et seq.), regardless of whether the employee receives sick leave compensation during that leave.

As used in this Section 17:

- 1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
- 2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- 3. "Sick leave" means accrued increments of compensated leave provided by the District to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the following reasons:
 - a. The employee is physically or mentally unable to perform his/her duties due to illness, injury, or a medical condition of the employee.
 - b. The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
 - c. The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.

"Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the District's general assets.

The provisions of this Section 17 is intended solely to implement the requirements of Labor Code §233 (added to law effective January 1, 2000).

18. Teacher Corps Leave

1. Eligibility: all management personnel.
2. Maximum Time Limit: One academic year unless extended for one additional year by approval of Board of Education.
3. Compensation: no salary.
4. Provisions:
 - a. A Teacher Corps Leave of Absence may be granted to any tenured certificated employee to serve as a teacher in the Teacher Corps in any state, territory, or possession of the United States or foreign country.
 - b. The employee must have rendered service for at least three years immediately preceding the leave and shall be obligated to return to the District for at least two years following service in the Teacher Corps.
 - c. As soon as practicable, the employee shall submit a request in writing to the immediate supervisor, such request shall state the duration and location of the leave.
 - d. Teacher Corps Leave is limited to one per certificated employee, and the Board of Education reserves the right to limit the number of participants in any semester or year.
 - e. Time spent on Teacher Corps Leave counts as service for salary step advancement.
 - f. Service in Teacher Corps shall not count toward the seven years required for Sabbatical Leave; however, Teacher Corps Leave will not constitute a break in service for salary purposes.
 - g. If the State Teachers Retirement System permits service in the Teacher Corp to count toward state retirement, the employer

agrees to perform the administrative tasks required by STRS in order for the employee to obtain such credit.

E. EVALUATION OF MANAGEMENT PERSONNEL

1. Purpose of Evaluation.

The personnel evaluation procedures of the District are intended to identify, reinforce, and improve skills, attitudes, and abilities that result in the achievement of District goals and objectives.

The evaluation plan shall:

- a. Establish procedures by which the goals of the school district can be translated into objectives for effective performance by management employees.
- b. Involve management employees in the mutual planning of defined goals, objectives, and standards; shall encourage management employees to integrate their own professional goals and objectives with those of the school district by means of such mutual planning; and shall encourage practices for achieving objectives.
- c. Establish a performance evaluation plan in which the standards or results by which individual accomplishment shall be assessed are determined prior to evaluation.
- d. Provide procedures to:
 1. Identify and commend effective performance.
 2. Counsel and assist management employees to improve performance.

2. Management and Confidential Personnel will be evaluated as follows:

- a. Employees will be evaluated at least once annually. On-site work observations are encouraged.

3. Evaluation Procedures

- a. Performance will be measured in part on the basis of the functions listed for the specified position held. A maximum of four objectives will be mutually determined by the evaluator and the evaluatee. In the event of disagreement, the evaluatee may appeal to the next higher level supervisor for resolution.
- b. The method of assessment will be mutually determined by the evaluator and the evaluatee. In the event of disagreement the evaluatee may appeal to the next higher-level supervisor for resolution. The Superintendent will have the final say on the method of assessment.

- c. Overall performance ratings are based on current year objectives ("a" above), and the Leadership/Management Assessment" (See Exhibits A & B). Management employees evaluated on Standardized Test Results goals and other assessments for which the results are not available until after the June 30th deadline for completion of the evaluation process shall be evaluated on those results in the subsequent year's final evaluation.
- 4. Completion Dates for Evaluation of Management and Confidential Employees are as follows:

November 1	The evaluator and evaluatee will complete the initial consultation.
June 30	By this date the final completed evaluation form shall be transmitted to the evaluatee.
July 29	If the evaluation transmitted to the evaluatee by June 30 has not already been reviewed with the evaluatee, the evaluator will meet with the evaluatee on or before this date and discuss the evaluation.

F. DEMOTION AND DISMISSAL OF MANAGEMENT EMPLOYEES

- 1. The Board of Education (or its delegate if the Board has delegated the authority) may demote or dismiss a management employee in accordance with applicable provisions of law on the recommendation of the Superintendent or according to the provision set up in an individual contract.

G. REDUCTION OF STAFF

- 1. The Board of Education recognizes that conditions may occur indicating that the number of management positions should be reduced.
- 2. The Superintendent or his/her designee may recommend to the Board of Education elimination of specific management positions and/or overall management position reductions. Any such recommendations shall be submitted to the Board so that Board action may be taken and notice given to affected employees in compliance with law.