

AGREEMENT BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT
AND
UNITED STOCKTON ADMINISTRATORS



Stockton Unified School District
Since 1852

July 1, 2019 – June 30, 2022

AGREEMENT BETWEEN

STOCKTON UNIFIED SCHOOL DISTRICT

AND

UNITED STOCKTON ADMINISTRATORS

SUSD

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ARTICLE 1 AGREEMENT/RECOGNITION

- 1.1 This Agreement, made and entered this **6th day of May 2019**, between the Stockton Unified School District ("District"), and United Stockton Administrators ("USA"), is a binding contract and shall be effective from the date of ratification, and shall continue through midnight, **June 30, 2022**.
- 1.2 The Board of Education of the Stockton Unified School District ("District") recognizes the United Stockton Unified Administrators ("USA") as the exclusive bargaining representative of the bargaining unit of certificated supervisory employees. The unit represented by USA shall include all positions designated in the Public Employee Relations Board ("PERB") Certificate of Representation dated September 30, 1993, as modified by the Unit Modification Order dated January 30, 1995, attached as Appendix P.
- 1.3 "Supervisory Employee" means any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them or to adjust their grievances, or effectively recommend such action if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- 1.4 Any position created during the lifetime of this Agreement that complies with the definition in 1.3 may be included in the unit by decision of PERB or by mutual agreement of the parties.

ARTICLE 2 RIGHTS AND RESPONSIBILITIES

- 2.1** Except as abridged, modified, or restricted by the express terms of this Agreement, the District possesses all rights, powers, privileges and authority it had prior to executing this Agreement and retains the exclusive rights to manage Stockton Unified School District. Such retained rights include, among others, the District's power to determine the methods, means and personnel by which District operations are to be conducted; to determine the missions and functions of each of its departments, sites, facilities, and operating units; to set standards of service to be offered to the public; to administer the District personnel system; to classify, establish or delete positions; to establish performance standards; to hire, assign, transfer, promote, demote employees; to admonish, reprimand, suspend or terminate employees; to schedule work; and to relieve employees from duty. Nothing in this agreement shall prevent the District from taking whatever action may be necessary in an emergency declared by the Board of Education.
- 2.2** The District and USA agree that each member of the unit has a professional right and obligation:
- 2.2.1** To carry out SUSD policies and regulations, State laws and regulations, and the directives of the Superintendent of Schools and his/her line officers.
- 2.2.2** To provide effective supervisory leadership to the extent possible within the established line of duties that have been developed under the applicable job description and past practice.

ARTICLE 3 WORK YEAR CALENDAR

3.1 Members of the USA bargaining unit will work the following number of days:

- (a) Principal
 - (1) Large Comprehensive High Schools 219 days
 - (2) K through 8 inclusive 217 days
 - (3) Specialty Schools 217 days
 - (4) Small High Schools 215 days
 - (5) Adult Education 217 days
 - (6) Walton School 217 days

- (b) Assistant Principal
 - (1) Large Comprehensive High Schools 204 days
 - (2) K through 8 inclusive 204 days
 - (3) Small High Schools 204 days
 - (4) Adult Education 204 days
 - (5) Walton Assistant Principal III 217 days or variable

- (c) Administrator on Special Assignment 204 days
Designated by SUSD

3.1.1 Two (2) additional workdays for Professional Development are added to the above work year totals for 2019-2020 and 2020-2021.

Effective July 1, 2019, all bargaining unit members (Principals and Assistant Principals) will be required to attend and participate in two (2) workdays for Summer Institute (professional development). The work year for USA members will reflect these two (2) additional professional development days as part of their work year. These additional days are equivalent to a one percent (1%) included in the 2019-2020 salary increase. The parties agree to meet and confer over the scheduling of these professional development days.

All bargaining unit members shall work teacher attendance days, participate in three (3) teacher professional development days, and attend two (2) Summer Institute professional development days (187). All bargaining unit members (excluding those working 204 days) shall also work two (2) weeks before and two (2) weeks after. For Assistant Principals, the scheduling of the days worked during these (2) weeks before and two (2) weeks after shall be at the direction of the Principal. Large Comprehensive High School Principals shall determine their twelve (12) additional work days (219 combined total work days). K through 8, Specialty Schools, Small High Schools and Adult Education Principals shall determine their ten (10) additional work days (217 combined total work days). The additional days shall be filed with the administrator's supervisor. Unresolved conflicts regarding the additional days shall be resolved by the superintendent.

The parties agree to meet and confer over the scheduling of the teacher professional development training days with the understanding that the District will lead the professional development training during the implementation of the curriculum adoption. At the conclusion of the current curriculum adoption, the parties agree to negotiate over the continued participation of USA members in the teacher professional development training.

Effective July 1, 2019, all bargaining unit members (Principals and Assistant Principals) will be required to participate in two (2) extra mandatory professional development training days during the 2019-2020 and 2020-2021 work years, which are required for curriculum adoption training. Professional development training for bargaining unit members will be held during non-student contact days. The parties agree to meet and confer over the scheduling of these extra mandatory professional development training days with the understanding that the District will lead the professional development training during the implementation of the curriculum adoption. The requirement that the bargaining unit members participate in two (2) extra mandatory professional development training days will sunset and end on June 30, 2021 (see 3.1.1). The parties can mutually agree to negotiate a new provision if needed. These additional days are compensated as one percent (1%) and reflected in the 2019-2020 salary increase and will remain on the salary schedule after June 30, 2021.

3.2 During each school year, Assistant Principals shall have the option of requesting up to five (5) flex (exchange) days off from their regular work schedules. These days off shall be approved by the Immediate Supervisor with the understanding that any flexible days off will be worked prior to the end of the fiscal year and at a time mutually agreed upon by the Assistant Principal and the Principal. A schedule of time to be worked shall be completed prior to taking flextime off. Flex days may not be carried over and must be used during each school year.

3.3 During each school year, Principals shall have the option of requesting up to three (3) flex days off from their regular work schedules. These days off shall be approved by the Assistant Superintendent of Educational Services or his/her designee with the understanding that any flexible days off will be worked prior to the end of the fiscal year and at a time mutually agreed upon by the Assistant Superintendent (or designee) and the Principal. A schedule of time to be worked shall be completed prior to taking flextime off.

3.4 General Provision:

(a) As an integral part of a typical supervisory classification, some functions necessitate evenings, weekend and/or holiday service. Illustrated examples of such functions shall include, but in no way are limited to, athletic events, student social and co-curricular activities, parents/PTA programs and meetings, back to school night, school board meetings, etc. Such service to the extent it is normally associated with supervisory responsibilities shall be rendered by the supervisory employee in addition to the requirements of Article 3.1.

- (b) Employees who are required by the Superintendent, or designee, to work specific days in addition to those designated in Article 3.1, shall receive their per diem rate of pay for each such additional day served.
- (c) The instructional calendar shall be adopted by the Governing Board and will reflect instructional days and holidays in accordance with the Education Code.

ARTICLE 4 LEADERSHIP EVALUATION ASSESSMENT

4.1 **Definitions:**

Administrator: As used herein, “administrator” refers to the Principal or Assistant Principal being evaluated.

Evaluator: As used herein, “evaluator” refers to the evaluator of the Principal or Assistant Principal.

4.2 **Purpose of Assessment:**

The process of Leadership Evaluation Assessment will be conducted for each administrator to assess instructional, organizational and managerial leadership strengths, and to promote and encourage the professional growth and leadership capabilities of administrators. Leadership Evaluation Assessment is based on the philosophy and educational goals of Stockton Unified School District.

Leadership Evaluation Assessment will be continuous, fair and consistent, and will be based on multiple sources of data, including direct observation. It is a cooperative process between the administrator being evaluated and the evaluator(s). Evaluation will provide appropriate commendations and when necessary, specific recommendations for growth and improvement, and will identify resources for attaining the needed improvement.

Based on the Self Inventory (4.2.2) and subject to the mutual agreement of the administrator and evaluator, and subject to the availability of financial resources, each USA unit member will be provided the opportunity to participate in a consistent program of on-going training appropriate to the member's responsibilities. Training will be focused on student learning, restructuring, and other aspects of effective management. Training may include attendance at workshops, conferences, university courses, summer institutes, and other forums providing professional development activities appropriate for USA unit members.

4.3 The Leadership Evaluation Assessment process shall utilize the following documents:

4.3.1 Principal Summative Evaluation (“PSE”) (**Attachment A**)

4.3.2 Evaluation Self Inventory (Principal) (“ESI”) (**Attachment B**)

4.3.3 Individual Improvement Plan (Principal) (“IIP”) (**Attachment C**)

4.4 The Leadership Evaluation Assessment process may utilize the following documents:

4.4.1 PGP Progress Report (Principal) (**Attachment D**)

4.4.2 Professional Growth Plan (Principal) (“PGP”) (**Attachment E**)

- 4.4.3 Staff Review of Principal Performance (“Staff Review”) (**Attachment F**)
- 4.4.4 Assistant Principal Summative Evaluation (“PSE”) (**Attachment G**)
- 4.4.5 Evaluation Self Inventory (Assistant Principal) (“ESI”) (**Attachment H**)
- 4.4.6 Individual Improvement Plan (Assistant Principal) (“IIP”) (**Attachment I**)
- 4.4.7 PGP Progress Report (Assistant Principal) (**Attachment J**)
- 4.4.8 Professional Growth Plan (Assistant Principal) (“PGP”) (**Attachment K**)
- 4.5 Administrators shall be evaluated based on performance criteria set forth in the applicable PSE. The evaluation of a Principal’s performance and the rating issued to a Principal on the PSE shall not be based solely on the attainment or non-attainment of a specified test score goal during the evaluation period.
- 4.6 In the evaluation process for administrators, the District shall be represented by an evaluator of its choosing. The evaluator for principals must be a supervisor of the administrator being evaluated and must not be a Principal or a USA member. The evaluator for assistant principals will be the supervisor of the assistant principal being evaluated.
- 4.7 The evaluation process for all administrators shall consist of the following steps:
 - 4.7.1 During the first nine (9) weeks of the student school year, the evaluator shall conduct an individual meeting with each administrator. The evaluator and/or the District shall be responsible for scheduling these meetings.
 - 4.7.2 At each meeting identified in Section 4.6.1, the evaluator and the administrator shall review the administrator’s goals for the upcoming/current evaluation year.
 - 4.7.3 The administrator may complete two (2) PGP Progress Reports during the evaluation year. The administrator may submit the first PGP Progress Report on or before November 1st of the evaluation year as directed by the evaluator. The administrator will submit the second (2nd) PGP Progress Report on or before February 1st.
 - 4.7.4 The administrator shall complete and submit the ESI and the Reflection portions of the PSE on or before February 1st.
 - 4.7.5 The evaluator shall complete the remaining portions of the PSE according to the following conditions:
 - (a) In the first (1st) year of implementation all Principals and Assistant Principals shall be evaluated.

- (b) The evaluator must complete an evaluation for the administrator during each of the administrator's first three (3) years as a Principal or Assistant Principal in the District.
- (c) The evaluator must complete an evaluation for the administrator during an administrator's first year at a new location or school. The evaluator may elect to conduct an evaluation in the administrator's second (2nd) year at a new location.
- (d) The evaluator must complete an evaluation for any administrator receiving an overall rating of Unsatisfactory or Needs Improvement in the previous school year.
- (e) Administrators not falling into the categories set out in Section 4.6.5(a), (b), or (c) shall be evaluated at least every other year.
- (f) The evaluator may evaluate a Principal or Assistant Principal upon one (1) week's written notice.

4.7.6 The evaluator shall deliver the completed PSE to the administrator at a Post Evaluation Conference. The Post Evaluation Conference for Principals and twelve (12) month Assistant Principals shall be held no earlier than January 15th and no later than ten (10) working days following the last instructional day of the school year in which the evaluation and assessment is made. The Post Evaluation Conference for Assistant Principals shall be held no earlier than January 15th and no later than thirty (30) calendar days prior to the Assistant Principal's last scheduled working day of the school year. The evaluator/District shall be responsible for scheduling the Post Evaluation Conference and for delivery of the completed PSE within these timelines.

4.7.7 Administrators shall sign the completed PSE provided to them by the evaluator. The administrator's signature on the PSE does not necessarily signify the administrator's agreement with the evaluation, but does signify receipt of the evaluation.

4.7.8 Administrators may file a written response to the completed PSE within fifteen (15) working days after receiving the completed PSE from the evaluator. An administrator's written response shall be attached to the completed PSE and maintained together in the administrator's personnel file(s).

4.8 The Staff Review shall be completed by teachers and other school administrators working at the Principal's school site. The Staff Reviews of the Principal shall be submitted anonymously to the administrator before the end of the last day of instruction for the school year in the evaluation year. The Staff Reviews shall be for the Principal's eyes only and for the Principal's sole use. The Staff Reviews of the administrator shall not be reviewed, used or referenced by the evaluator or the District in evaluating the administrator.

- 4.9** The grievance procedure may be utilized for disputes arising over procedural matters only.
- 4.10** Personnel files will be located in the Human Resources Department. The District will comply with the Education Code and applicable laws relating to employee personnel files.
- 4.11** The parties agree to suspend the Leadership Evaluation Assessment process for the 2019-2020 and 2020-2021 years for site Administrators except for the following conditions:
- a. The Administrator's first three (3) years as Principal or Assistant Principal in the District.
 - b. The Administrator's first year at a new school location.
 - c. Administrators who receive an overall unsatisfactory rating or needs improvement rating in the previous year.
 - d. Administrators who are notified in writing of their placement on Performance Improvement Plan.

The District and USA will meet during the 2019-2020 and 2020-2021 years to mutually develop evaluation tools for Principals and Assistant Principals and related procedures to be implemented in the 2021-2022 school year.

ARTICLE 5 TRANSFER AND REASSIGNMENT

5.1 Definitions:

"Assignment" is a position designation.

"Reassignment" is movement from one position designation to another.

"Transfer" is movement within a position designation from one location to another.

"Voluntary" transfer is either employee-initiated or employee-approved.

"Involuntary" transfer is district-initiated without approval of the employee.

5.2 Voluntary and involuntary transfers may arise for a number of reasons. Needs of the District, request of the employee, affirmative action, length of service in present location, experience and competency of the individual to fulfill the requirements of the position, and other criteria may be considered in making the decision to transfer a bargaining unit employee.

5.3 All assignments to bargaining unit positions shall be made by the District. The District retains the right to fill vacancies in certificated supervisory positions with qualified individuals. The District also retains the right to fill temporary vacancies in certificated supervisory positions with qualified individuals through the use of acting and interim assignments. For purposes of this provision, "qualified individuals" are those who possess the Experience and Education and License or Certificate requirements contained within the job description. Acting assignments are used to fill temporary vacancies of greater than one (1) week. Employees in acting assignments retain their existing classification/position designation, bargaining unit designation and benefit levels, but are paid a stipend for the days they serve in the acting assignment. Interim assignments are used to fill temporary vacancies that are greater than four (4) consecutive months, up to a maximum of twelve (12) months. Employees in interim assignments are changed to the classification/position to which they are assigned and become part of the USA bargaining unit and receive the pay and benefits associated with the new classification/position within the USA bargaining unit. Employees serving in interim assignments are subject to all terms and conditions of employment associated with the classification/position. When acting assignments exceed four (4) months the parties will meet and confer when requested in writing by either party.

5.4 Members of the USA unit who wish to receive consideration for a voluntary transfer or reassignment for the next school year shall submit their requests in writing to the Superintendent or his/her designee no later than March 15th. The request(s) may include the desire transfer or reassignment in order of preference. Requests for a voluntary transfer or reassignment will be carefully considered by District officials; however, there is no guarantee that the request will be granted.

- 5.5 The District retains the right to involuntarily transfer members of the USA bargaining unit. Prior to any involuntary transfer, the Superintendent or his/her designee will confer with the individual. Such conference shall take place at least two (2) weeks prior to the involuntary transfer except in an emergency situation.
- 5.6 Members of the USA bargaining unit may voluntarily agree to reassignment within the District following the start of the school year, but cannot be required to accept a reassignment following the start of a school year.

ARTICLE 6 WAGES

- 6.1** The salary schedules appearing as Appendix B to this Agreement shall be increased across the board as specified below and will continue to apply to bargaining unit members subject to modification through subsequent negotiations in accordance with the reopener provision of this Agreement.

2018-2019	2% Retroactive to July 1, 2018
2019-2020	4% effective July 1, 2019
2020-2021	2% effective July 1, 2020
2021-2022	Reopen contract.

- 6.2** New bargaining unit members shall be placed on the salary schedule in accordance with current District practice.

- 6.3** Advancement on the salary schedule shall be at the beginning of the school year. It shall be at the rate of one (1) step for each year of certificated supervisory experience, until the member reaches the top step of the schedule. If the member is employed for seventy-five percent (75%) of a school year (July 1 – June 30), credit shall be given for that year's experience.

- 6.4** Longevity Increments and Principal Retention Recognition Incentive:

- 6.4.1** Longevity stipends will be adjusted by the same wage increases applied to the salary schedule.

\$1,866	per year @ completion of 15 years
\$3,732	per year @ completion of 20 years
\$5,598	per year @ completion of 24 years
\$7,465	per year @ completion of 30 years

- 6.4.2** Principal Retention Recognition Incentive

Effective July 1, 2019, Principals will receive Retention Recognition Incentives for cumulative service as a Principal in good standing in Stockton Unified School District:

- 1.5% @ completion of five (5) years of service as Principal
- 3.0% @ completion of ten (10) years of service as Principal
- 4.5% @ completion of fifteen (15) years of service as Principal

The percentage increase associated with the Principal Retention Recognition Incentive will be applied to the applicable step and range for the qualifying principal.

Principals can receive an applicable District longevity increment or applicable Principal Retention Incentive, whichever is higher, but will not receive both concurrently.

6.5 Summer school and hourly rates in Appendix L increased by the above percentages.

6.6 Advanced Degree Increments:

Master's Degree - \$3,000 per year

Doctorate Degree - \$6,000 per year

ARTICLE 7 HEALTH & WELFARE BENEFITS

- 7.1 Effective January 1, 2019, the District's health benefit contribution for USA bargaining unit members (including medical, vision, chiropractic and dental) is \$1609.30 per month.

Commencing with the 2020 health plan year, the District's health benefit contribution (including medical, vision, chiropractic and dental) shall be adjusted annually based on the monthly premium for the least expensive HMO health plan offered (excluding Western Health Advantage) by increasing or decreasing the amount of the District's health benefit contribution by no more than \$100 per month (\$1,200 annually) as compared to the previous year's health benefit contribution amount.

7.1.1 Medical Rebate

Commencing with the 2020 health plan year, the District shall pay thirty percent (30%) of the District's adjusted health benefit contribution as a medical rebate to eligible employees hired on or before June 30, 2012.

Eligible employees hired after June 30, 2012 shall receive fifteen percent (15%) of the District's adjusted health benefit contribution as a medical rebate.

Current employees hired on or before June 30, 2012, who are laid off but remain on the 24-month or 39-month rehire lists and are recalled from the list into a USA position shall not be considered new employees for purposes of determining the amount of medical rebate.

- 7.2 Each eligible employee who selects a more costly HMO or PPO medical plan will be obligated to pay the full difference above the health benefit allowance. The amount of the "buy-up" will be set at the beginning of each plan year and may increase over the amount for the prior plan year.
- 7.3 Unless otherwise agreed, each eligible employee will select from the HMO's and PPO's offered by the provider throughout the term of this agreement. No change will be made to the available medical plans unless USA and the District negotiate such a change. Medical plans will be decided by the Health and Benefits Committee, which will include members from the USA.
- 7.4 The District shall provide retiring USA bargaining unit members the option of purchasing health insurance coverage if retiring after reaching their fifty-fifth (55th) birthday provided the member has served ten (10) years of continuous service in the District prior to retirement. **For Early Retiree Fringe Benefits, see Article 9.**
- 7.5 The District will provide dental coverage for each eligible employee. The plan shall be substantially equivalent with no reduction to the current District dental plan, including orthodontic services. The plan will be subject to the health benefit allowance. The annual maximum benefit for dental coverage is \$1,500.

- 7.6 The USA shall be provided with copies of the master contract between the District and the health service providers for each insurance plan referred to above if requested.
- 7.7 District approved tax sheltered annuities in which employees may participate shall be made available and administered through appropriate payroll deduction authorization agreements.
- 7.8 The district will contribute \$25 monthly toward a 403 B plan (or 457 Plan) tax sheltered annuity, provided the employee voluntarily contributes a minimum of \$25 per month to the plan.
- 7.9 The District shall provide a ninety (90) day bereavement period to allow the spouse or registered domestic partner and/or dependents of a deceased USA member to be covered by the District paid fringe benefits.
- 7.10 Effective July 1, 1994 or as soon thereafter as is feasible, the District will establish a medical premium only Section 125 Plan pursuant to Internal Revenue Code section 125 for each employee who elects to enroll in writing in section 125 plan.
- 7.11 USA will be part of the ongoing Health Benefit committee along with district representatives from the Human Resources Department and Business Office and representatives from various bargaining units. The purpose is to review, analyze and recommend plan designs and providers for health care.

ARTICLE 8 LEAVES

8.1 Definitions are as follows: "Immediate family is defined as mother, father, grandmother or grandfather of the employee or spouse or the registered domestic partner of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, stepparent, aunt, uncle, foster-parent or foster-child of the employee; or any relative living in the immediate household of the bargaining unit member.

"Household" shall include blood relatives of the employee and of the employee's spouse or registered domestic partner who resides in the home of the employee.

"Paid Leave of Absence" means that an employee shall be entitled:

- To receive wages and all fringe benefits;
- To return to the same position and location in which the employee was employed immediate preceding the commencement of leave, if the position still exists, and in accordance with the Transfer and Reassignment Article 5; and
- To receive credit for annual salary increment provided during his or her leave.

"Unpaid Leave of Absence" means that an employee shall not receive wage or receive fringe benefits, except the employee shall have the option to purchase the same fringe benefits afforded active employees.

8.2 **Class A Sick Leave:** Absence due to illness, injury, quarantine, employee visits to a doctor, dentist or other health care practitioner, hospital care, home care, convalescent home care for treatment of any illness, injury or temporary physical disability.

8.2.1 Regular full-time employees accrue one (1) day of paid sick-leave credit for each month in which they are in a paid status, for at least fifty percent (50%) of the month.

8.2.2 Regular part-time employees shall accrue sick leave in proportion to the fractional equivalent of full time employment in which they perform assigned duties.

8.2.3 The total days of sick leave accruing each school year shall be credited from the first (1st) day of paid service in the school year. Leave balances shall be accessible online.

8.2.4 A bargaining unit member may use credited sick leave at any time during the work year for the reasons indicated above. Except in an emergency situation, the employee is responsible for notifying his or her immediate supervisor of any sick-leave absence by the start of the work day. It is the employee's responsibility to notify the supervisor or designee prior to leaving the work site.

The District retains the right to require an employee to provide a verification of illness from the employee's physician or be examined by a physician of the District's choice at the District's expense.

- 8.3 Class B Absence Other Than Illness:** Class B leave may be granted for an absence based on the employee's professional, civic, economic or physical well-being, or the well-being of the employee's immediate family. The Superintendent or designee may also approve Class B leave for an employee who is obligated to be unavoidably absent for other reasons. No Class B leave shall be taken for recreation or vacation purposes. No more than three (3) days of Class B leave may be granted in any one school year. Class B leave shall not accumulate.

During the 2019-2020 and 2020-2021 years, Class B may be used by Principals for any reason with advance notice to the supervising director or designee, but shall not be taken on the day before a scheduled holiday without advance approval from the supervising director or designee. The District shall cover the cost of the first two (2) Class B leave days, but a deduction in the amount of the employee's daily rate shall be withheld from the employee's earnings for the third day of Class B leave. A Principal's ability to use Class B leave for any reason and the District's obligation to cover the cost of two (2) Class B leave days will sunset and end on June 30, 2021.

The District and USA shall meet to review the Principals' usage of the two (2) District compensated days of Class B leave and negotiate over whether the District will continue granting two (2) District compensated days of Class B leave after June 30, 2021.

- 8.4 Leave for Compelling Personal Reasons:** Each employee shall be entitled to use eleven (11) days of his or her sick-leave allotment during each school year for compelling personal reasons. A "compelling personal reason" means any business or civic endeavor or activity which cannot be conducted before or after the work day and which requires the presence of the employee." Compelling personal reasons leave shall not be used for recreation or vacation purposes, or for any other leaves covered in Article 8.

- 8.5 Extended Illness Leave:** Absences for any cause included under Class A may give rise to a need for extended illness leave. Sick leave may be granted by the District for a period not to exceed five (5) months in any one school year. Such leave shall not be granted until all unused credits for sick-leave days, non-duty days, and vacation have all been exhausted and shall run concurrently with any other leaves under state or federal law. Employees granted extended illness leave shall receive the regular salary granted less the per diem rate for certificated supervisorial substitutes.

- 8.6 Pregnancy Leave:** A leave of absence for the period of time during which an employee is temporally disabled from employment due to pregnancy, miscarriage, childbirth, or the recovery there from shall be granted.

8.6.1 The length of absence including the date, on which the leave shall begin and date, on which the employee shall return, shall be determined by the employee and the employee's physician.

- 8.6.2 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth, or the recovery therefrom. The employee's fringe benefits shall be maintained during such periods of actual temporary physical disability.
- 8.6.3 Any employee returning from pregnancy leave which, began and ended in the same school year, shall be treated as returning from a period of temporary disability, and shall be returned to like position. Any employee returning from such leave at any other time shall be offered a position upon conclusion of the leave.
- 8.7 **Child Rearing Leave:** Upon request, the District shall provide a male or female employee who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant child. An employee shall notify the District that (s)he intends to take such a leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Such leave may be extended on a year-to-year basis for bona-fide child rearing, not to exceed five (5) years under any circumstances.
- 8.7.1 An employee returning from child rearing leave, which began and ended in the same school year shall be returned to a like position. Any employee returning from such leave at any other time shall be entitled to return to the first available like position.
- 8.7.2 Notification for leave under article 8.7 shall be made to the Assistant Superintendent of Human Resources or designee no later than forty (40) days prior to the beginning date of leave requested. The forty (40) day notification requirement may be waived upon medical considerations verified by the employee's physician.
- 8.8 **Dependent Leave:**
An employee shall be entitled to one (1) day of paid leave per year to care for his or her spouse or registered domestic partner or dependents.
- 8.9 **Industrial Accident and Illness Leave:** Applicable provisions of Section 44984 of the Education Code shall apply. Any legislative changes will negate this Article and require determination of benefits.
- 8.9.1 The bargaining unit member's temporary disability indemnity and the portion of salary due him or her during his or her absence shall equal his or her full salary.
- 8.9.2 An employee shall be deemed to have recovered from an industrial accident or illness and thereby deemed able to return to work at such time as he or she and his or her physician agree that there has been such a recovery. The District retains the right to have the employee examined, at District expense, by a District's designated physician to determine the employee's fitness for duty. The District in all respects will comply with the Americans with Disabilities Act with respect to disabilities, and reasonable accommodations, when appropriate, will be made available.

8.9.3 An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause can be attributed to performance of service for the District.

8.10 **Bereavement Leave:** The Superintendent or shall grant a period of paid leave to an employee in the event of the death of a member of the immediate family of the employee's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed two hundred-fifty (250) miles one way and five (5) days for travel exceeding two hundred-fifty (250) miles one way. The District will provide bereavement leave during the workday for employees to attend the memorial service or funeral of deceased staff member.

8.11 **Jury Leave:** An employee called as a trial juror shall be given release time to fulfill their duties of jury service for the number of days certified by the jury commissioner. During such period, the employee will turn over to the District any pay received for jury duty less the amount received for mileage. The District will pay the employee full pay for the days served.

8.12 **Witness Leave:** A bargaining unit member shall be entitled to a leave to serve as a witness under subpoena other than as a litigant (plaintiff or defendant) and not brought about through the connivance or misconduct of the employee.

8.13 **Emergency Leave:** The Superintendent or designee may authorize leave up to two (2) days when an accident, sudden illness or injury of a member of the immediate household or immediate family, as defined herein, is hospitalized or delivered to a physician's office or treatment facility, or when the person identified is in need of such emergency treatment. The circumstances of the emergency must be verified in writing utilizing the Emergency leave Form and signed by the Superintendent or designee within seventy-two (72) hours after the return of the employee to regular duties. Days of leave taken under this section shall be deducted from the entitlement of sick leave at the rate one-half day per day of emergency leave. A total of four (4) emergency leave days per school year may be authorized.

8.14 **Other Leaves:** Upon written request of the employee, the District may grant an unpaid leave of absence, on a year-to-year basis, to any employee for a purpose other than those listed above.

8.15 **Catastrophic Leave Program**

USA represented employees may participate in a Catastrophic Leave Program to provide additional sick leave benefits for enrolled members as follows:

8.15.1 A USA employee who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the USA employee has exhausted all of his/her leave.

- 8.15.1.1** The USA employee must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
- 8.15.1.2** The USA employee must have previously become a member of the Catastrophic Leave Program pursuant to Section 8.16.1.7.
- 8.15.1.3** The benefits of this program are limited to one occurrence per fiscal year.
- 8.15.1.4** For purposes of the Catastrophic Leave Program “catastrophic illness or injury” means: (1) illness or injury of a USA employee that is expected to incapacitate the USA employee for an extended period of time, or (2) illness or injury of a family member who resides with a USA employee that requires USA employee to provide direct care for the family member for an extended period of time, and the taking of extended time off from work creates a financial hardship for the USA employee because (s)he has exhausted all sick leave.
- 8.15.1.5** “Eligible leave” credits means sick leave accrued to the donating employee.
- 8.15.1.6** The maximum allocation from the Catastrophic Leave Bank shall be no more than twenty (20) days after the member has exhausted all other leaves.
- 8.15.1.7** A USA employee may become a member of the Catastrophic Leave Program, and thereby become eligible for the receipt of benefits under this program by filing with the Human Resources Department an irrevocable donation of two (2) days for initial enrollment, and one (1) sick leave credit per school year thereafter, unless an annual donation is deemed unnecessary pursuant to Section 8.16.1.8. All donations must be in full day increments and are non-refundable.
- 8.15.1.8** A committee comprised of two (2) representatives from the association shall be established and a representative from the Human Resources Department. The committee shall meet to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. In the future years, this committee may determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District no later than August 1st of each school year if the deduction of one day of sick leave credit is to be suspended for that year.

- 8.15.1.9** Newly hired USA employees shall have thirty (30) calendar days from the date of employment to enroll in the Catastrophic Leave Program and the effective date of coverage shall be the first (1st) day of the month following enrollment. Newly hired USA employees who enroll during the spring semester shall be exempt from assessment for the following school year.
- 8.15.1.10** To discontinue membership in the Catastrophic Leave Program, the USA member must provide written notice to intent to withdraw before June 30th of the fiscal year, to be effective for the following fiscal year.

ARTICLE 9 RETIREMENT

- 9.1** For those employees who, prior to February 1st, make a definite and irrevocable commitment of their intention to retire, the District shall, based on the request of the employee, pay for up to fifteen (15) days of accumulated sick-leave using the employee's daily rate for payment.
- 9.2** Employees shall have been employed by the District for a minimum of ten (10) years, and attained the minimum age for retirement under the appropriate retirement system to qualify under this section.
- 9.3** USA retirees who are currently receiving health and welfare benefits as of February 2017, will continue to receive such benefits as of February 2017, will continue to receive such benefits on the terms and conditions that existed at the time of their retirement.
- 9.3.1** USA Members Hired Prior to July 1, 2003:
Any qualifying USA member who retires under STRS or PERS regulations shall receive from the District a contribution up to the tiered rate of the least expensive medical plan for the employee plus one dependent. If the retiree chooses a more expensive plan s/he will pay the difference between the District's contribution and the cost of the selected plan. This benefit will last for ten (10) years or until the qualifying USA member is eligible for MediCal/MediCare or until age 65, whichever comes first. The USA member is eligible to participate in the District's group dental, vision, and chiropractic plans and purchase benefits at the eligible group rate.
- 9.3.2** USA Members Hired on or After July 1, 2003:
Any qualifying USA member who retires under STRS or PERS regulations shall receive from the District a contribution of the single tiered rate of the least expensive medical plan for the employee. If the retiree chooses a more expensive plan s/he will pay the difference between the District's contribution and the cost of the selected plan. This benefit will last for ten (10) years or until the qualifying USA member is eligible for MediCal/MediCare or until age 65, whichever comes first. The USA member is eligible to participate in the District's group dental, vision, and chiropractic plans and purchase benefits at the eligible group rate.

ARTICLE 10 GRIEVANCES

10.1 Definitions and General Provisions

10.1.1 A "grievance" is defined as an allegation that the District has violated, misinterpreted or misapplied a term or condition of this collective bargaining agreement. Only the terms and conditions of this Agreement may be subject to the grievance process.

10.1.2 A "grievant" may be the USA or any USA bargaining unit member or a group or class of USA bargaining unit members covered by the terms of this Agreement.

10.1.3 "Days" mean any day in which the District Administration Building is open for business.

10.1.4 All grievances submitted under this Article shall be in writing and include: (1) the Article allegedly violated; and (2) a concise statement of the specific acts, omissions, conduct or condition alleged to constitute the grievance.

10.1.5 Any step and any time limit specified in this procedure may be waived or extended by mutual written agreement of the parties to the grievance or by their designated representatives.

10.1.6 The date of receipt for a writing required pursuant to this procedure shall be the day such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at the last known home address.

10.2 **Level I:** The initial step (Level 1) in the grievance process, involves the aggrieved person and his or her immediate supervisor, first discussing the grievance with the object of informally resolving the matter if possible. Level 1 is not mandatory and either party may elect to waive this step.

10.3 **Level II:** A written grievance shall be presented to the grievant's immediate supervisor no later than fifteen (15) days after the aggrieved person knew or should have known about the occurrence given rise to the grievance. A copy of the grievance shall also be delivered to the president of the USA and to the Assistant Superintendent of Human Resources. The USA may present an organizational or group or class action grievance directly at Level II.

10.3.1 Either party may elect a Level II Conference. Such conference shall be scheduled within five (5) days of receipt of the Level II Grievance. Present at the conference will be the grievant, the immediate supervisor and such other management representative that the District may designate. The grievant may elect to have his or her representative present at the conference.

- 10.3.2** The supervisor's written response to the grievance will be provided within ten (10) days after the Level II Conference. If no conference is held, the supervisor's written response shall be provided within fifteen (15) days following receipt of the Level I Grievance. The supervisor's response shall set forth the decision and the reasons therefore, and will be transmitted promptly to the grievant, the President of the USA and the Assistant Superintendent of Human Resources or his or her designee.
- 10.4** **Level III:** Within seven (7) days after receipt of the Level II decision, or if no decision was rendered within the time-limits specified in section 10.3.2 above, the grievant, if not satisfied with the disposition of the grievance at Level II, may advance the grievance to Level III. The grievant shall present the Level III grievance to the Assistant Superintendent of Human Resources.
- 10.4.1** Within ten (10) days after receipt of a grievance at Step III, the Assistant Superintendent of Human Resources or his or her designee will schedule a Step III Conference with the grievant and a representative of USA, if any. The Assistant Superintendent of Human Resources may extend the time-line to meet with the grievant.
- 10.4.2** The grievant, the Assistant Superintendent of Human Resources his or her designee, any personnel the District may designate, and the USA representative shall attend the Level III Conference.
- 10.4.3** The Assistant Superintendent's written response to the grievance will be provided within ten (10) days after the Level III Conference. The Superintendent's response shall set forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and the President of the USA.
- 10.5** **Level IV Mediation:** If the grievant is not satisfied with the Level III decision, or if no decision is rendered within the specified time limits, the grievant may request USA to seek mediation pursuant to this section. Such request must be made within ten (10) days of the Level III decision. By mutual agreement, mediation may be waived. If mediation is waived the USA shall have fifteen (15) days to request advisory arbitration.
- 10.5.1** If the USA seeks mediation, the USA will request the California Mediation and Conciliation Service to provide a mediator to assist USA and the District in resolving the grievance. Copies of the written request to the Conciliation Service will be sent concurrently to the Assistant Superintendent of Human Resources and/or his or her designee and the grievant.
- 10.5.2** The mediator appointed by the California Mediation and Conciliation Service must be mutually acceptable to the District and USA. If, for any reason, the California Mediation and Conciliation Service fails or refuses to assign a mediator within ten (10) days following receipt of the USA's written request for a mediator, the parties shall meet and seek alternative mediation methods.

10.5.3 The mediator shall not make written or public recommendations relative to the grievance.

10.6 **Level V Advisory Arbitration:** If the mediation/conciliation process does not resolve the grievance within the Level IV time lines, the USA may withdraw the grievance, or file for advisory arbitration.

10.6.1 The USA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, either party may request that the California Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. Both parties agree to move expeditiously to arbitration.

10.6.2 Any question arising as to the arbitrate of the grievance shall be ruled upon by the arbitrator.

10.6.3 The arbitrator's decision will be advisory and in writing, and will set forth findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any advisory decision which may violate the terms of this Agreement. The decision of the arbitrator, which is advisory only and not binding upon the parties, shall be submitted to the Superintendent and President of the USA. The arbitrator's decision shall be presented to the Board of Education at a regularly scheduled Board meeting for approval or modification at the sole discretion of the Board.

10.6.4 Either party, through appropriate representatives, shall have the right to discovery from the other party to the arbitration.

10.6.5 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the USA. All of the other costs will be borne by the party incurring them. Ordinarily, transcripts shall not be required. If requested, the party making the request shall bear the cost.

ARTICLE 11 SAFETY

- 11.1 The District will continue its efforts to keep facilities reasonably and properly equipped, maintained and safe.
- 11.2 The District will continue its efforts to make structural and environmental improvements of the facilities where unit members are assigned, to the extent feasible.
- 11.3 A unit member who believes that an unsafe or unhealthy condition exists will inform the responsible administrator or manager. The District will investigate and take appropriate action.
- 11.4 All classrooms will have an operable communication system, and reasonable efforts will be made to maintain said system in working order.
- 11.5 The District will take appropriate action, to the extent permitted by law, to provide support for any unit member who is assaulted while discharging his/her duties. If an injury results from an assault, causing the unit member to be absent from duty, (s) he will be entitled to lost time compensation as provided by law and/or provisions of this Agreement.

ARTICLE 12 ORGANIZATIONAL SECURITY
Dues/Fees & Payroll Deductions

12.1 Dues Deductions

- 12.1.1** The District shall deduct USA membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by USA (collectively "dues") from the regular salary of bargaining unit employees who have affirmatively consented to or authorized such deductions. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 12.1.2** Changes in the amount of dues to be deducted shall be certified by USA thirty (30) days before the effective date of the change. Authorization cards for payroll deductions on file with the District need not be resolicited. If the payroll deduction of any unit member is interrupted due to an unpaid leave or for any other valid reason, that payroll deduction shall automatically be resumed when the unit member returns to service with the District. The payroll deduction of any unit member shall continue during a paid leave.
- 12.1.3** The District shall be obligated to put into effect any new or changed deductions as follows:
- if received by the 12th of the month, it shall be deducted beginning with the current pay period, or
 - if received after the 12th of the month, it shall be deducted beginning with the next pay period.
- 12.1.4** With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for membership dues or equivalent fee, the District agrees to promptly remit such monies to USA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in USA and indicating any changes in personnel from the list previously furnished.
- 12.1.5** The USA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 12.1.6** Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations and/or any other plans or programs jointly approved by USA and the District.

12.2 Employee Rights

12.2.1 The District and USA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations as specified by the Educational Employment Relations Act. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

12.3 The District will adhere and follow the mandate of Assembly Bill 119 (AB 119) know as California's new Employee Orientation Law.

ARTICLE 13 SUMMER SCHOOL

- 13.1 USA members, except 12-month, are eligible to apply for posted summer school positions.
- 13.2 **Definition:** A summer school position is any position advertised for work during a summer school program that is funded pursuant to Education Code 37253:
- which is offered district-wide during the summer months
 - that falls under the supervision of the Divisions of Elementary or Secondary Education Services;
 - is funded specifically for proficiency and core summer school; and excludes Extended School Year (ESY), Migrant Education, site initiated programs, and special grant funded programs
- 13.3 Salary shall be based on the summer school hourly rates set forth in Appendix L, which shall be increased by ten dollars (\$10.00) per hour across the board.
- 13.4 One day of sick leave credit shall be granted each summer school employee. Such sick leave shall be added with regular employment sick leave.

ARTICLE 14 CONCERTED ACTIVITIES

- 14.1** There shall be no concerted activity during the life of this Agreement. Concerted activities are defined as strikes, work stoppages, work slowdowns, work picketing, willful interference with the operations of the District or compliance with any requests by any other labor organizations to engage in such activities on District property.
- 14.2** The USA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort towards inducing all unit members to do likewise.
- 14.3** In the event of any concerted activity by another bargaining unit in the District, USA unit members may be assigned to other duties within their credential authorization at the sole direction of the District.

ARTICLE 15
RELATIONSHIP OF AGREEMENT TO BARGAINING OBLIGATIONS

15.1 Savings Provision

In the event that any provisions of this Agreement are rendered or declared invalid by any applicable rule, regulation or order issued by governmental authority (including existing or subsequently enacted legislation or decrees of any court of competent jurisdiction), such provision shall have effect only to the extent permitted by law. Such determination shall not in any way affect the remaining provisions of this Agreement.

15.2 Effect of Agreement

The provisions of this Agreement shall be consistent with the law and in case of changes in the law the parties shall meet and negotiate on these changes and incorporate any resulting agreements in this Agreement.

15.3 Completion of Meet and Negotiations

Except as otherwise provided, the USA and the District during the term of the Agreement expressly waive and relinquish the right to meet and negotiate with respect to the mandatory subjects of bargaining covered by this Agreement and the negotiations leading thereto, even though such subjects or matters were proposed and later withdrawn.

15.4 Supersession

This Agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

ARTICLE 16 DURATION and REOPENERS

- 16.1** The term of this Agreement shall be from the date of ratification by the Board of Education, and shall continue through midnight, June 30, 2022.
- 16.2** There will be reopeners for wages, health and welfare benefits and one (1) article each for the 2021-2022 school year.

APPENDICES

Principal Summative Evaluation

CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS

Principal

School Year

Present School Assignment:

How long in this building? ___ years, in the Stockton Unified School District ___ years (approx.).

Directions: Evaluate the PRINCIPAL by rating each behavior according to the following scale: 1=Exceeds job requirements; 2 = Meets job requirements; 3 = Area of Concern; 4 = Unsatisfactory (This rating requires completion of Individual Improvement Plan, Form P-6.)

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

Rating

- ___ A. Facilitate the development of a shared vision for the achievement of all students based upon data from multiple measures of student learning and relevant qualitative indicator.
- ___ B. Communicate the shared vision so the entire school community understands and acts on the school's mission to become a standards-based education system.
- ___ C. Use the influence of diversity to improve teaching and learning.
- ___ D. Identify and address any barriers to accomplish the vision.
- ___ E. Shape school programs, plans, and activities to ensure that they are integrated, articulated through the grades, and consistent with the vision.
- ___ F. Leverage and marshal sufficient resources, including technology, to implement and attain the vision for all students and all subgroups of students.

Principal Reflection:

Evaluator Response:

STANDARD 2: A school administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

- ___ A. Shape a culture in which high expectations are the norm for each student as evident in rigorous academic work.

Principal Summative Evaluation

- ___B. Promote equity, fairness, and respect among all members of the school community.
- ___C. Facilitate the use of a variety of appropriate content-based learning materials and learning strategies that:
 - recognize students as active learners, value reflection and inquiry; emphasize the quality versus the amount of student application and performance, and utilize appropriate and effective technology.
- ___D. Guide and support the long-term professional development of all staff consistent with the ongoing effort to improve the learning of all students relative to the content standards.
- ___E. Provide opportunities for all members of the school community to develop and use skills in collaboration, distributed leadership, and shared responsibility.
- ___F. Create an accountability system grounded in standards-based teaching and learning.
- ___G. Utilize multiple assessments to evaluate student learning in an ongoing process focused on improving the academic performance of each student.

Principal Reflection:

Evaluator Response:

STANDARD 3: A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

- ___A. Sustain a safe, effective, clean, well-maintained, and productive school environment that nurtures student learning and supports the professional growth of teachers and support staff.
- ___B. Utilize effective and nurturing practices in establishing student behavior management systems.
- ___C. Establish school structures and processes that support student learning.
- ___D. Utilize effective systems management, organizational development, and problem-solving and decision-making techniques.
- ___E. Align fiscal, human, and material resources to support the learning of all subgroups and students.
- ___F. Monitor and evaluate the program and staff.
- ___G. Manage legal and contractual agreements and records in ways that foster a professional work environment and secure privacy and confidentiality for all students and staff.

Principal Summative Evaluation

Principal Reflection:

Evaluator Response:

STANDARD 4: A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.

- A. Recognize and respect the goals and aspirations of diverse family and community groups.
- B. Treat diverse community stakeholder groups with fairness and respect.
- C. Incorporate information about family and community expectations into school decision-making and activities.
- D. Strengthen the school through the establishment of community, business, instructional, and civic partnerships.
- E. Communicate information about the school on a regular and predictable basis through a variety of media.
- F. Support the equitable success of all students and all subgroups of students by mobilizing and leveraging community support services.

Principal Reflection:

Evaluator Response:

STANDARD 5: A school administrator is an educational leader who promotes the success of all students by modeling a personal code of ethics and developing professional leadership capacity.

- A. Protect the rights and confidentiality of students and staff.
- B. Make and communicate decisions based upon relevant data and research about effective teaching and learning, leadership, management practices, and equity.

Principal Summative Evaluation

- ___C. Demonstrate knowledge of the standards-based curriculum and the ability to integrate and articulate programs throughout the grades.
- ___D. Demonstrate skills in decision-making, problem solving, change management, planning, conflict management, and evaluation.
- ___E. Reflect on personal leadership practices and recognize their impact and influence on the performance of other.

Principal Reflection:

Evaluator Response:

STANDARD 6: A school administrator is an educational leader who promotes the success of all students by understanding, responding to, and influencing the larger political, social economic, legal, and cultural context.

- ___A. Ensure that the school operates consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.
- ___B. Generate support for the school by two-way communication with key decision-makers in the school community.
- ___C. Collect and report accurate records of school performance.
- ___D. View oneself as a leader of a team and also as a member of a larger team.
- ___E. Open the school to the public and welcome and facilitate constructive conversation about how to improve student learning and achievement.

Principal Reflection:

Evaluator Response:

Principal Summative Evaluation

OVERALL RATING

<input type="checkbox"/> Exceeds Standards	<input type="checkbox"/> Meets Standards	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
--	--	--	---

Comments _____

Evaluator's Signature

Date

Administrator's Signature

Date

APPENDIX

B

EVALUATION SELF-INVENTORY

Principal	School Year
Present School Assignment	

I. List items below which you feel have been your particular strengths this year.

II. List items below which you feel are areas needing improvement.

III. What actions could the administration take to better support your organizational and instructional leadership?

IV. What self reflective goals have you set for yourself for the coming school year?

Additional comments may be added on continuation page(s)

2 copies: Superintendent (original), Evaluatee

APPENDIX

C

INDIVIDUAL IMPROVEMENT PLAN

<i>Evaluatee:</i>
<i>Evaluator:</i>

I. Identify specifically what needs to be improved:

II. Identify specific ways in which the administrator is to improve:

III. Identify assistance to be provided for the administrator by the evaluator and the School District to help the administrator improve:

IV. Approximate date of re-evaluation to determine if improvements have been made:

Date _____

Evaluatee's Signature Date

Evaluator's Signature Date

APPENDIX

D

PGP PROGRESS REPORT

Principal	School Year
Present School Assignment	

Directions: Complete the information below on the attainment of the goals for improvement cited in your Professional Growth Plan. Forward to your evaluator two (2) weeks before final Summative Evaluation Conference.

I. Goal(s):

II. Action Implemented to attain goal(s):

III. Problems or difficulties and possible modification(s):

IV. Assessment and/or status of goal achievement:

Achieved

Partially achieved

Not achieved (State reasons below in comment section.)

V. Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

3 copies: Superintendent (original), Evaluator, Evaluatee

APPENDIX

E

PROFESSIONAL GROWTH PLAN (PGP)

Principal	School Year
Present School Assignment	

Evaluatee: Please submit this form to your evaluator within two (2) weeks after your evaluation conference. Submit a separate form for each job improvement goal.

I. State specific improvement goal to be achieved and approximate time frame:

II. Identify process by which plan will be achieved?

III. How will the achievement of the plan be measured?

IV. Please indicate below what staff development activity(ies) would best address your Professional Growth Plan:

(List staff development activities such as classroom management, PET, college courses, etc.)

Evaluatee's Signature Date

Evaluator's Signature Date

V. Date goal achieved _____

Comments:

APPENDIX

F

STAFF REVIEW OF PRINCIPAL PERFORMANCE

Principal	School	Date
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Directions: Rate each behavior according to the following scale: 1= Exceeds job requirements; 2 = Meets job requirement; 3= Area of concern; 4= Unsatisfactory

- Rating** **THE PRINCIPAL:**
- ___1. Promotes opportunities for the faculty to discuss beliefs and attitudes about education.
 - ___2. Compliments teachers as individuals or as a group.
 - ___3. Has a sense of humor; creates a congenial working climate.
 - ___4. Sets high professional expectations for self, faculty, and school.
 - ___5. Involves professional educators, parents, and others from the community in the development of school goals and objectives.
 - ___6. Administers a curricular program based upon goals and objectives and monitors student achievement toward these goals and objectives.
 - ___7. Provides leadership for the evaluation and refinement of the instructional program.
 - ___8. Is knowledgeable of the varied teaching strategies which teachers might appropriately utilize during instruction.
 - ___9. Possesses instructional observation skills which provide the basis for effective evaluation of the teaching process in the classroom.
 - ___10. Involves the staff and provides inservice programs focusing on improvement of the teaching/learning process.
 - ___11. Keeps teachers informed about those aspects of the total school program of which they should be aware.
 - ___12. Develops appropriate rules and procedures.
 - ___13. Deals effectively with job stress.
 - ___14. Supports and operates within the policies of the District.
 - ___15. Keeps the staff aware of new developments and ideas in education.
 - ___16. Establishes the overall tone for discipline in the school.
 - ___17. Is consistently fair in working relationships with staff, students, and parents.
 - ___18. Sees individual worth of each student and encourages the faculty to do the same.
 - ___19. Promotes a positive student attitude about school and self.
 - ___20. Diagnoses the causes of conflict and successfully mediates conflict situations.
 - ___21. Seeks teacher input on appropriate school issues and/or problems.
 - ___22. Is receptive to suggestions.
 - ___23. Is accessible when needed.
 - ___24. Gives teachers the support they need to be effective.
 - ___25. Exhibits effective oral and written communications skills.
 - ___26. Comments (Optional):

To be completed anonymously and forwarded to principal.

APPENDIX

G

STOCKTON UNIFIED SCHOOL DISTRICT



EVALUATION ASSESSMENT CERTIFICATED ADMINISTRATOR

Name: _____ Assignment: _____

Location: _____ Date of Mid-Year Report: _____

Date of Final Report: _____

INSTRUCTIONS: Rate the administrator on each item. Ratings of "Exceeds Expectations", "Needs Emphasis For Growth", and "Unsatisfactory" require written justification. Ratings of "Unsatisfactory" and "Needs Emphasis For Growth" must be accompanied by a specific plan for improvement.

Specific criteria for each of the seven areas are attached to this document (see attachment A). All criteria within the seven areas should be considered when rating the administrator. Mark the box to rate the administrator on each of the following seven (7) areas of leadership performance.

DEFINITIONS OF RATINGS

Exceeds Expectations: Skill(s) or performance is exemplary and clearly exceeds the expectations of this position.

Meets Expectations of the Position: The administrator possesses SUSD leadership qualities and skills and performs the duties of the position at the level defined.

Needs Emphasis for Growth: Skill(s) or performance as defined, needs strengthening in order to meet expectations of this position.

Unsatisfactory: Skill(s) or performance as defined, is seriously deficient. Failure to improve may result in a recommendation of probation or reassignment or other action.

Does Not Apply: Evaluator did not observe or have facts. Therefore, there is no basis upon which to make an assessment.

**Certificated Administrator Leadership
Evaluation Assessment**

Each administrator will be assessed based on seven (7) areas of leadership performance. These seven (7) areas are based on the Superintendent's "Seven Conditions for Success" and the "Focus Statement/Objectives" adopted by the Board of Education. These areas may be revised if changes are made by the Superintendent and/or the Board of Education

1. Curriculum/Interactive Teaching/Staff Development

Exceeds Expectations	Meets Expectations	Needs Emphasis	Unsatisfactory	Does Not Apply

EVALUATOR COMMENTS:

2. Student Support

Exceeds Expectations	Meets Expectations	Needs Emphasis	Unsatisfactory	Does Not Apply

EVALUATOR COMMENTS:

3. School Climate and Safety

Exceeds Expectations	Meets Expectations	Needs Emphasis	Unsatisfactory	Does Not Apply

EVALUATOR COMMENTS:

4. Parent/Community Involvement/Agency Collaboration

Exceeds Expectations	Meets Expectations	Needs Emphasis	Unsatisfactory	Does Not Apply

EVALUATOR COMMENTS:

5. Organizational Efficiency and Effectiveness

Exceeds Expectations	Meets Expectations	Needs Emphasis	Unsatisfactory	Does Not Apply

EVALUATOR COMMENTS:

6. Leadership

Exceeds Expectations	Meets Expectations	Needs Emphasis	Unsatisfactory	Does Not Apply

EVALUATOR COMMENTS:

7. Assessment

Exceeds Expectations	Meets Expectations	Needs Emphasis	Unsatisfactory	Does Not Apply

EVALUATOR COMMENTS:

APPENDIX

H

APPENDIX

I

APPENDIX

J

PGP PROGRESS REPORT

Assistant Principal	School Year
Present School Assignment	

Directions: Complete the information below on the attainment of the goals for improvement cited in your Professional Growth Plan. Forward to your evaluator two (2) weeks before final Summative Evaluation Conference.

I. Goal (s):

II. Action Implemented to attain goal (s):

III. Problems or difficulties and possible modification (s):

IV. Assessment and/or status of goal achievement:

V. Comments:

Evaluatee's Signature Date

Evaluator's Signature Date

**STOCKTON UNIFIED SCHOOL DISTRICT
Certificated Administrator Evaluation**

Name: _____

Assignment: _____

Instructions: Each administrator shall develop a plan of objectives. Objectives must fall within the following seven areas of leadership. At least one objective for each area must be designated (see form A). Evaluator shall review and approve- objectives.

1. Curriculum/Interactive Teaching/Staff Development

2. Student Support

3. School Climate and Safety

4. Parent/Community Involvement/Agency Collaboration

5. Organizational Efficiency and Effectiveness

6. Leadership

7. Assessment

Evaluator's Signature

Date

Certificated Administrator's Signature

Date

APPENDIX

K

**Certificated Administrator Leadership
Evaluation Assessment**

FORM "D"

A review of the rubric prepared by Educational Services will be an integral part of the evaluation process for each administrator at the site. A copy of the rubric for that school year will be provided to each administrator at the site no later than September 15 of that year. Failure to provide a copy of the rubric to an administrator by September 15 will mean that the rubric may not be used as part of the evaluation process for the administrator for that year.

REVIEW OF RUBRIC

General Review:

Specific Focus Statements:

Specific Recommendations:

APPENDIX

L

STOCKTON UNIFIED SCHOOL DISTRICT

UNITED STOCKTON ADMINISTRATORS - PRINCIPALS

Effective July 1, 2019 **

	Staff Size	Days	Range	A (ANNUAL)	B (ANNUAL)	C (ANNUAL)	D (ANNUAL)	E (ANNUAL)	F (ANNUAL)
Principal I	1-50	206	01	97,912	102,807	107,947	113,345	119,010	124,963
Principal I	1-50	217	02	106,811	112,152	117,760	123,649	129,830	136,323
Principal II	51-100	217	03	109,483	114,957	120,706	126,740	133,077	139,732
Principal III	101-200	217	04	119,616	125,596	131,878	138,471	145,393	
Principal IV	200+	219	05	130,731	137,266	144,130	151,337	158,905	

UNITED STOCKTON ADMINISTRATORS - ASSISTANT PRINCIPALS

Effective July 1, 2019 **

	Staff Size	Days	Range	A (ANNUAL)	B (ANNUAL)	C (ANNUAL)	D (ANNUAL)	E (ANNUAL)	F (ANNUAL)
Assistant Principal I	1-50	206	06	92,879	97,525	102,404	107,520	112,896	118,542
Assistant Principal II	51-100	206	07	95,202	99,963	104,963	110,209	115,719	121,504
Assistant Principal III	101-200	206	08	104,014	109,215	114,676	120,412	126,432	
Assistant Principal III	101-200	217	09	113,471	119,142	125,102	131,358	137,922	
Assistant Principal IV	200+	206	10	113,679	119,364	125,331	131,597	138,178	

** Base salary amounts increased 4 percent (effective 7/1/2019).
 Base salary amounts increased retroactively to 7/1/2018 by 2 percent.
 Base salary amounts increased 3 percent (effective 7/1/2017).

STOCKTON UNIFIED SCHOOL DISTRICT

UNITED STOCKTON ADMINISTRATORS - PRINCIPALS

Effective July 1, 2019 **

Longevity Increments: \$1,866.00 per year @ completion of 15 years
 \$3,732.00 per year @ completion of 20 years
 \$5,598.00 per year @ completion of 24 years
 \$7,465.00 per year @ completion of 30 years

Principal Retention:[^] 1.5 % @ completion of 5 years' of service as Principal
 3.0 % @ completion of 10 years' of service as Principal
 4.5 % @ completion of 15 years' of service as Principal

[^]Percentage increases to be applied to the applicable step and range for the qualifying Principal.

Master Degree Increment: \$3,000.00 per year

Doctorate Degree Increment: \$6,000.00 per year

Walton ESY Increment: \$5,000.00 per year

SUMMER SCHOOL SALARY SCHEDULE

Effective: July 01, 2019 **

POSITION	HOURLY RATE
Assistant Principal	\$64.83
Principal K-8 School	\$74.32
Principal High School	\$78.54

** Base salary amounts increased 4 percent (effective 7/1/2019).
 Base salary amounts increased retroactively to 7/1/2018 by 2 percent.
 Base salary amounts increased 3 percent (effective 7/1/2017).

APPENDIX

M

Stockton Unified School District

2019-2020

USA Work
Year -
05/06/2019

USA Work Year Calendar

204, 217, or 219 work days

Dr. John Deasy
Superintendent

July 19						
Su	M	Tu	W	Th	F	Sa
	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	27
28	29	30	31			

August 19						
Su	M	Tu	W	Th	F	Sa
				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	27	28	29	30	31

First Day of School	08/01/19
Last Day of School	05/27/20
Trimester 1	11/01/19 59 Days
Trimester 2	02/21/20 60 Days
Trimester 3	05/27/20 61 Days

September 19						
Su	M	Tu	W	Th	F	Sa
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	27	28
29	30					

October 19						
Su	M	Tu	W	Th	F	Sa
		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
27	28	29	30	31		

November 19						
Su	M	Tu	W	Th	F	Sa
					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	27	28	29	30

December 19						
Su	M	Tu	W	Th	F	Sa
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	27	28
29	30	31				

1st Qtr. Ends	10/04/19	45 Days
2nd Qtr. Ends	12/20/19	43 Days
3rd Qtr. Ends	03/13/20	46 Days
4th Qtr. Ends	05/27/20	46 Days
P-1 Ends	12/13/19	Day 83
P-2 Ends	03/20/20	Day 134

January 20						
Su	M	Tu	W	Th	F	Sa
			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	27	28	29	30	31	

February 20						
Su	M	Tu	W	Th	F	Sa
						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	27	28	29

March 20						
Su	M	Tu	W	Th	F	Sa
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	27	28
29	30	31				

April 20						
Su	M	Tu	W	Th	F	Sa
			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	27	28	29	30		

Instructional Days Per Month	
July	0
August	22
September	19
October	17
November	15
December	15
January	18
February	18
March	17
April	21
May	18
June	0

May 20						
Su	M	Tu	W	Th	F	Sa
					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	27	28	29	30
31						

June 20						
Su	M	Tu	W	Th	F	Sa
	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	27
28	29	30				

- Administrator Summer Institute PD days
- Ten days before and Ten days after
- Choose 12 or 10 days from purple
12 days for P IV; 10 for P III & II
- 2 Additional PD days TBD
- School Break or Vacation

- Regular School Day
- Holiday

APPENDIX

N

Stockton Unified School District

2019-2020

Instructional Calendar

180-Day Schedule

John Deasy
Superintendent

Board Adc
5/08/2018

July 19						
Su	M	Tu	W	Th	F	Sa
	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	27
28	29	30	31			

August 19						
Su	M	Tu	W	Th	F	Sa
				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	27	28	29	30	31

First Day of School 08/01/19
Last Day of School 05/27/20

Trimester 1 11/01/19 59 Days
Trimester 2 02/21/20 60 Days
Trimester 3 05/27/20 61 Days

1st Qtr. Ends 10/04/19 45 Days
2nd Qtr. Ends 12/20/19 43 Days
3rd Qtr. Ends 03/13/20 46 Days
4th Qtr. Ends 05/27/20 46 Days

P-1 Ends 12/13/19 83 Days
P-2 Ends 03/20/20 134 Days

September 19						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22		24	25	26	27	28
29	72					

October 19						
Su	M	Tu	W	Th	F	Sa
	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
27	28	29	30	31		

November 19						
Su	M	Tu	W	Th	F	Sa
					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	27	28	29	30

December 19						
Su	M	Tu	W	Th	F	Sa
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	27	28
29	30	31				

Instructional Days Per Month.	
July	0
August	22
September	19
October	17
November	15
December	15
January	18
February	18
March	17
April	21
May	18
June	0

January 20						
Su	M	Tu	W	Th	F	Sa
				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	

February 20						
Su	M	Tu	W	Th	F	Sa
						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	27	28	29

March 20						
Su	M	Tu	W	Th	F	Sa
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	27	28
29	30	31				

April 20						
Su	M	Tu	W	Th	F	Sa
			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	27	28	29	30		

May 20						
Su	M	Tu	W	Th	F	Sa
					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	27	28	29	30
31						

June 20						
Su	M	Tu	W	Th	F	Sa
	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	27
28	29	30				

- Regular School Day
- School Break or Vacation
- Holiday
- Teacher Non-Contact Day

APPENDIX

O

2020-2021

Instructional Calendar

180-Day Schedule

John Deasy
Superintendent

Board Ado
5/08/2018

July 20						
Su	M	Tu	W	Th	F	Sa
			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	27	28	29	30	31	

August 20						
Su	M	Tu	W	Th	F	Sa
						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	27	28	29
30	31					

First Day of School 08/03/20
Last Day of School 05/27/21

Trimester 1 10/30/20 57 Days
Trimester 2 02/19/21 60 Days
Trimester 3 05/27/21 63 Days

1st Qtr. Ends 10/02/20 43 Days
2nd Qtr. Ends 12/18/20 43 Days
3rd Qtr. Ends 03/12/21 46 Days
4th Qtr. Ends 05/27/21 48 Days

P-1 Ends 12/18/20 86 Days
P-2 Ends 03/19/21 132 Days

September 20						
Su	M	Tu	W	Th	F	Sa
		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
27	28	29	30			

October 20						
Su	M	Tu	W	Th	F	Sa
			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	27	28	29	30	31

November 20						
Su	M	Tu	W	Th	F	Sa
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	27	28
29	30					

December 20						
Su	M	Tu	W	Th	F	Sa
		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
27	28	29	30	31		

Instructional Days Per Month	
July	0
August	21
September	20
October	16
November	15
December	14
January	18
February	18
March	18
April	21
May	19
June	0

January 21						
Su	M	Tu	W	Th	F	Sa
					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	27	28	29	30
31						

February 21						
Su	M	Tu	W	Th	F	Sa
	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	27
28						

March 21						
Su	M	Tu	W	Th	F	Sa
	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	27
28	29	30	31			

April 21						
Su	M	Tu	W	Th	F	Sa
				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	27	28	29	30	

May 21						
Su	M	Tu	W	Th	F	Sa
						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	27	28	29
30	31					

June 21						
Su	M	Tu	W	Th	F	Sa
		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
27	28	29	30			

- Regular School Day
- School Break or Vacation
- Holiday
- Teacher Non-Contact Day

APPENDIX

P

Regional Director

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

On the 30th day of January, 1954

Signed at Sacramento, California

Issuance of this order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

This Unit Modification order shall not be considered to be a certification for the purpose of computing time limits pursuant to PRB regulation 32754.

SHALL INCLUDE: Superintendent; associate superintendent; assistant superintendent; administrator; student services; evaluator; directors and confidential employees.

SHALL INCLUDE: principals; assistant principals; assistant principal interns; senior program specialists; administrator, health services; administrator, child bilingual education; and administrator, child welfare & attendance.

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

TITLE OF UNIT: Certified Supervisors

Case No. S-UM-593
(S-R-940)
UNIT MODIFICATION
ORDER

STOCKTON CITY UNITED SCHOOL DISTRICT,
Employer,
and
UNITED STOCKTON ADMINISTRATORS,
Exclusive Representative.

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

STOCKTON UNIFIED SCHOOL DISTRICT,

Employer,

and

STOCKTON MANAGEMENT SUPERVISORY UNIT,

Employee Organization.

Type of Election:

Consent Agreement

Directed Order

Case Number: S-R-940

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for the Stockton Management Supervisory Unit, therefore,

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of September 30, 1993, that the Stockton Management Supervisory Unit is the exclusive representative of all employees in the unit set forth below:

Title of Unit: Certificated Supervisors

Shall INCLUDE: Principals, assistant principals, assistant principal interns, administrators, evaluators (certificated), and senior program specialists

Shall EXCLUDE: Superintendent, associate superintendent, assistant superintendent, all directors and confidential employees.

Signed at Sacramento, California

On the 30th day of September, 1993

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD


Regional Director

APPENDIX

Q

TENATIVE AGREEMENT

Between
Stockton Unified School District (District)
And
United Stockton Administrators (USA)

May 6, 2019

This agreement concludes negotiations and memorializes the agreements between Stockton Unified School District and the United Stockton Administrators (USA). The parties hereby agree to the following terms subject to the ratification of USA and the Board of Education for Stockton Unified School District. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2019-2020, 2020-2021 and 2021-2022 school years.

1. Article 6: Wages

a. Salary:

2019-2020	4 % salary increase effective July 1, 2019
2020-2021	2 % salary increase effective July 1, 2020
2021-2022	Reopener for salary, benefits and one (1) article each

b. Effective July 1, 2019, Principals will receive Retention Recognition Incentives for cumulative service as a Principal in good standing in Stockton Unified School District:

- 1.5 % @ completion of 5 years' of service as Principal
- 3.0 % @ completion of 10 years' of service as Principal
- 4.5 % @ completion of 15 years' of service as Principal

Percentage increases to be applied to the applicable step and range for the qualifying Principal.

Principals can receive an applicable District longevity increment or applicable principal retention recognition incentive whichever is higher, but will not receive both concurrently.

c. The District will contribute \$25 monthly toward a 403 B Plan (or 457 Plan) tax sheltered annuity provided the employee voluntarily contributes a minimum of \$25 per month to the plan.

d. Advance Degree Increment / Doctorate Degree \$6,000 (effective July 1, 2019)

2. Article 3: Work Year Calendar

- a. Effective July 1, 2019, all bargaining unit members (Principals and Assistant Principals) will be required to attend and participate in two (2) workdays for Summer Institute (professional development). The work year for USA members will reflect these two additional mandatory professional development days as part of their work year. These additional days are equivalent to 1% included in the 2019-2020

salary increase. The parties agree to meet and confer over the scheduling of these professional development days.

- b. All bargaining unit members shall work teacher attendance days, participate in three (3) teacher professional development days and attend two (2) Summer Institute professional development days (187). All bargaining unit members (excluding those working 204 days) shall also work two weeks before and two weeks after (207). For Assistant Principals, the scheduling of the days worked during these two (2) weeks before and two (2) weeks after shall be at the direction of the Principal. Large Comprehensive High School Principals shall determine their twelve (12) additional workdays (219 combined total workdays). K through 8, Specialty Schools, Small High Schools and Adult Education Principals shall determine their ten (10) additional work days (217 combined total work days). The additional days shall be filed with the administrator's supervisor. Unresolved conflicts regarding the additional days shall be resolved by the superintendent.
- c. The parties agree to meet and confer over the scheduling of the teacher professional development training days with the understanding that the District will lead the professional development training during the implementation of the curriculum adoption. At the conclusion of the current curriculum adoption, the parties agree to negotiate over the continued participation of USA members in the teacher professional development training.
- d. Effective July 1, 2019, all bargaining unit members (Principals and Assistant Principals) will be required to participate in two (2) extra mandatory professional development training days during the 2019-2020 and 2020-2021 work years, which are required for curriculum adoption training. Professional development training for bargaining unit members will be held during non-student contact days. The parties agree to meet and confer over the scheduling of these extra mandatory professional development training days with the understanding that the District will lead the professional development training during the implementation of the curriculum adoption. The requirement that bargaining unit members participate in two (2) extra mandatory professional development training days will sunset and end on June 30, 2021. The parties can mutually agree to negotiate a new provision if needed. These additional days are compensated as 1% reflected in the 2019-2020 salary increase and will remain on the salary schedule after June 30, 2021.

3. Article 7: Health and Welfare

Effective January 1, 2019, the District's health benefit contribution for USA bargaining unit members (including medical, vision, chiropractic and dental) is \$1,609.30 per month at 2019's rates.

Commencing with January 1, 2020 health plan year, the District's health benefit contribution (including medical, dental, vision, and chiropractic) shall be adjusted annually based on the monthly premium for the least expensive HMO Health plan offered (excluding Western Health Advantage) by increasing or decreasing the amount of the District health benefit contribution by no more than \$100 a month (\$1,200 annually) as compared to the previous year's health benefit contribution amount.

Any difference between an employee's plan cost and the District's health benefit contribution shall be deducted by payroll.

Medical Rebate:

Commencing with January 1, 2020, the District shall pay 30% of the District's adjusted health benefit contribution as a medical rebate to eligible employees hired on or before June 30, 2012.

Eligible employees hired after June 30, 2012 shall receive 15% of the District's adjusted health benefit contribution as a medical rebate.

4. Article 4: Leadership Evaluation Assessment

The parties agree to suspend the leadership evaluation process for the 2019-2020 and 2020-2021 years for site Administrators except for the following conditions:

- a. The Administrator's first three years as Principals or Assistant Principals in the District.
- b. Administrator's first year at new school location.
- c. Administrator receiving an overall unsatisfactory rating or Needs Improvement in the previous year.
- d. Administrators on an Improvement Plan as notified in writing.

During this time, the District and USA will meet to mutually develop new evaluation tools for Principals, Assistant Principals, and related procedures to be implemented in the 2021-2022 school year.

5. Article 8 – Leaves

Class B Absence Other Than Illness:

During the 2019-2020 and 2020-2021 years, Class B leave may be used by Principal for any reason with advance notice to the supervising director or designee, but shall not be taken on the day before a scheduled holiday without advance approval from the supervising director or designee. The District shall cover the cost of the first two (2) Class B leave days, but a deduction in the amount of the employee's daily rate shall be withheld from the employee's earnings for the third day of Class B leave. A Principal's ability to use Class B leave for any reason and the District's obligation to cover the cost of two Class B leave days will sunset and end on June 30, 2021.

The District and USA shall meet to review Principal's usage of the two (2) District compensated days of Class B leave and negotiate over whether the District will continue granting two (2) District compensated days of Class B leave after June 30, 2021.

6. Language changes to CBA Articles as agreed (reference attachments)

Article 1 – Agreement/Recognition

Article 3 – Work Year Calendar

Article 4 – Leadership Evaluation Assessment

Article 6 – Wages

Article 7 – Health and Welfare Benefits

Article 8 – Leaves

Article 12 – Organizational Security

Article 16 – Duration and Reopeners

7. Article 16 – Duration and Reopeners

This agreement shall be effective as of July 1, 2019 and shall continue in effect until midnight June 30, 2022. The parties agree to maintain a "Re-opener" for wages, benefits plus one (1) article each for the 2021-2022 school year.

This agreement shall be in effect upon ratification by both USA and the Stockton Unified School District Board of Trustees.

Date: 5/6/2019

Date: 5/6/19

For USA:

For the District:

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