

**STOCKTON UNIFIED SCHOOL DISTRICT
MANAGEMENT and CONFIDENTIAL EMPLOYEES**

Working Conditions

1. Salary Adjustments

1.1 Management/confidential personnel who are rated as unsatisfactory or who have been placed on probation or who do not meet district certification requirements may have salary increases withheld at the discretion of the Board at the recommendation of the Superintendent.

1.2 Tax Sheltered Annuities

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. (BAI 9.4, Approved 5.14.19)

2. Salary Equity

2.1 For the Classified Confidential salary schedule, the District shall maintain a minimum 5% salary differential between the current Range 05-T2-D-Step E on the Confidential Schedule and Range 41, Step E on the CSEA 821 Bargaining Unit Salary Schedule. The District shall also maintain a 5% salary differential between 05-Tier 2, Range D, Step E and 05-Tier 2, Range F, Step E on the Confidential Salary Schedule.

2.2 Classified confidential employees shall receive any salary schedule increases, one-time bonuses or increases to stipends that are given to any other classified non-supervisory unit that is ratified during negotiations. Salary increases that are due to reorganizations or salary re-benching, shall not apply.

2.3 Classified Management employees shall receive any salary schedule increases, one-time bonuses or increases to stipends that are given to any other classified supervisory unit that is ratified during negotiations. Salary increases that are due to reorganizations or salary re-benching, shall not apply.

2.4 Certificated Management employees shall receive any salary schedule increases, one-time bonuses or increases to stipends that are given to any other Certificated non-supervisory unit that is ratified during negotiations. Salary increases that are due to reorganizations or salary re-benching, shall not apply.

3. Longevity Increments

Longevity increments are established for management and confidential employees commencing with years of service as follows:

- 1.5 percent @ 5 years of service in the District
- 2.5 percent @ 10 years of service in the District
- 5 percent @ 15 years of service in the District
- 7.5 percent @ 20 years of service in the District
- 10.0 percent @ 25 years of service in the District

Management: Percentage to be applied to the first step of the applicable range for that classification.

Confidential: Percentage to be applied to the first step of the applicable range for that classification.

Note: All employees must have at least five consecutive years in the District before receiving longevity increments. Longevity shall be reinstated at the same year, for employees that leave/resign the district and return within 39 months.

4. Professional Development Stipends for both Confidential and Management:

4.1 Doctorate Stipend: \$6,491.47 for an earned doctoral degree from an accredited college or university.

4.2 Master's degree Stipend: \$3,245.73 for an earned Master of Arts degree from an accredited college or university. Professional development increments are not cumulative.

4.3 Bachelor's Degree Stipend: \$1,469.23 for an earned Bachelor's degree from an accredited college or university.

Note: Employees are eligible for one stipend only.

4.4 Confidential employees shall be eligible to participate in the Classified Professional Growth program currently in effect for classified employee bargaining units, including, for the first increment, participants must have one course in computer fundamentals from the approved list.

4.5 Confidential employees shall not be eligible to participate in the Classified Professional Growth program once the confidential employee has earned a Bachelor of Arts degree from an accredited college or university.

4.6 Managers are encouraged to maintain valid certificates in the following areas:
- First Aid
- Cardiopulmonary Resuscitation (CPR)
- Computer Skills (Successful completion of a District administered test or college course, will qualify the manager for this certificate.)

5. Work Year Equity

5.1 At the discretion of the Superintendent or designee, management personnel may be paid at their hourly rate when required to work outside their established work time, except if within their established work shift or assignment. Confidential employees will be paid in accordance with the existing laws.

5.2 The Superintendent will define emergency situations, which occur outside the manager's regular workday or year that require the manager's presence.

5.3 Police Management:

5.3.1 The length of the workweek and the workday shall be designated by the District for police management employees. The workweek for full-time police management

employees in administrative roles shall normally consist of eighty hours (80) in a fourteen (14) day period and the workday shall normally consist of eight (8) hours. The workweek for police management employees in patrol may consist of an alternate workweek of less or more than forty (40) hours or a workday of more than eight (8) hours. Alternate work weeks may consist of:

- A forty (40) hour work week consisting of four (4) ten (10) hour days
- A two (2) week period consisting of eighty (80) hours. One week consisting of three (3) twelve (12) hour days and one (1) ten (10) hours day and one week consisting of two (2) twelve (12) hour days and one (1) ten (10) hour day.
- In extenuating circumstances where police management staffing is insufficient to cover day shift patrol, the District may designate a two (2) week period consisting of eighty (84) hours. One week consisting of four (4) twelve (12) hour days and one week consisting of three (3) twelve (12) hour days.

5.3.2 Police Management employees scheduled to work on a designated holiday shall be paid their hourly rate in addition to their regular pay.

5.3.3 Police Management employees on an alternate work schedule (3 days/12 hrs or 4 days/10 hrs) who are scheduled to be off on a District recognized and paid holiday that week, shall be compensated eight (8) hours for that holiday.

Note: The hourly rate for Management will be calculated by dividing the per diem rate by 8 hours. All extra compensation needs to be pre-approved by a cabinet-level supervisor.

6. Management/Confidential Retirement Plan

6.1 Retirement Plan (non-police)

To be eligible for consideration for the Retirement Plan, Management/Confidential employees must:

- (a) Be between the ages of fifty-five (55) and sixty-five (65)
- (b) Have a minimum of ten (10) years of service with the District
- (c) Have proposed the contract retirement voluntarily

6.2 Retirement Health Benefits

Any qualifying employee who retires under STRS/PERS regulations shall receive the following based on hired date with the District:

- (a) Management/Confidential employees, hired prior to July 1, 2003 (including police), shall receive, from the District, the full cost of the least expensive medical plan for each qualified employee and his/her spouse and dependents. Any management/confidential retiree will have the same right as active employees to select a more costly HMO/PPO medical plan and will be obligated to pay the full difference above the least expensive medical plan.
- (b) Management/Confidential employees, hired after July 1, 2003 (including police), shall receive, from the District, the same medical benefit as active employees subject to the maximum health benefit allowance. The management/confidential

employees and the District reserve the right to mutually amend or modify this benefit in the future for current or future management/confidential employees.

The above retirement health benefits will last for ten (10) years or until the qualifying retiree is eligible for MediCAL/MediCare or until age sixty-five (65), whichever comes first.

6.3 **Police Management Retirement Plan**

The District shall adhere to CalPers retirement benefits for peace officers including Classic and Pepra members.

6.4 **Sick Leave Buy Back**

For those management/confidential employees who prior to February 1st, make a definite and irrevocable commitment of the intent 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 daily rate of the employee for payment.

7. **Maintenance of Current Health Plan Benefits**

7.1 The District shall pay \$1,609.30 of the health premium for the employee upon Board approval and implemented no later than the month following the ratification. (BAI 9.4, Approved 5.14.19)

Effective February 29, 2024, The District shall pay the premium of the CalPERS Blue Shield Access PLUS plan, less one hundred dollars (\$100.00), or the full cost of Kaiser HMO, whichever is higher. The District’s monthly contribution toward any plan shall be adjusted accordingly.

Medical Rebate” shall be retitled “Cash In Lieu of Healthcare Benefits”. The reduction of the medical rebate will take effect end of month December payroll 2024 as follows:

Rebate Type	2024	2025	2026	2027
Medical Rebate - 12 month	\$797.95	\$648.63	\$499.31	\$350.00

A cost/benefit comparison and analysis of the medical plans offered by the District will be conducted each school year. The review will be conducted to determine whether to continue with the current health care providers, or to change in the subsequent fiscal year.

7.2 Eligible employees who are absent on account of illness and who have exhausted their accumulated paid leave have the option to purchase full insurance coverage under the Federal COBRA ACT provisions.

7.3 Eligible employees on district-approved unpaid leaves of absence shall have the option to purchase health insurance coverage for the period of the leave.

7.4 The District will offer each eligible employee a dental plan, which includes orthodontic coverage, and is equivalent to the current Delta Dental plan with no reduction in benefits.

- 7.5 The District will offer each eligible employee a managed mental health/chemical dependency program through the HMO or POS medical plans offered.
- 7.6 The District will provide eligible employees a vision benefit plan. The District will pay the full cost of the vision plan for the eligible employee, dependents and spouse.
- 7.7 District approved tax shelter annuities, in which employees may participate, shall be made available and administered through appropriate payroll deduction authorization agreements.
- 7.8 The District shall provide a ninety (90) day bereavement period to allow the spouse and/or dependents of a deceased employee to be covered by the District paid fringe benefits.
- 7.9 The District will establish and maintain a Section 125 Cafeteria Plan pursuant to Internal Revenue Code Section 125 for each employee who elects in writing to enroll in the plan.
- 7.10 Eligible employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code (IRC) and applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums, reimbursement of eligible dependent care costs, and unreimbursed healthcare expenses with pre-tax dollars.
- 7.11 The district shall provide a ninety (90) day bereavement period to allow the spouse or domestic partner and/or dependent(s) of a deceased Management or Confidential employee to be covered by the district-paid fringe benefits.

8. Leaves

8.1 Definitions:

"Immediate Family" is defined as mother, father, grandmother or grandfather of the employee or of the spouse of the employee; registered domestic partner, and the spouse, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, step-parent, aunt, uncle, foster parent, foster child of the employee; or any relative living in the immediate household of the employee.

"Household" shall include blood relatives of the employee and of the employee's spouse who reside in the domicile 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 classification which they held immediately preceding the commencement of the leave if they return at the end of one year. If an employee returns to work after an extended leave (beyond one year), placement will be determined by the District; and
- To receive credit for annual salary increments provided during his/her leave.

"Unpaid Leave of Absence" means that an employee shall be entitled to have the option to purchase the same fringe benefits accorded employees on paid leave (yet, there would no district contribution), and,

- To return to the same classification which they held immediately preceding the commencement of the leave, unless the leave extends beyond one year. If the leave extends beyond one year the employee shall be entitled to return to a position, as determined by the District.

8.2 Sick Leave (previously called Class A) - Absence due to illness, injury, quarantine, employee's visits to the doctor, dentist, other health care practitioner, hospital care, home care, convalescent home care for treatment of any illness, injury, or temporary physical disability.

Regular full-time employees all accrue 1 day of paid sick leave credit for each month in which they are in a paid status.

The total days of sick leave accruing to each school year shall be credited from the first day of paid service in the school year.

*For classified employees, sick leave is prorated based on day of hire. Employees must work 50% of the month to be entitled to a sick day for that month.

*Certificated employees, sick leave is prorated based on the number of months worked. They must work at least one day to be entitled to a sick day.

An employee may use credited sick leave at any time during the work year.

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

Unused sick leave credit for any employee who leaves the District prior to retirement or who retires from employment in the District shall be reported to the appropriate retirement board calculation pursuant to law. Unused sick leave credit may be accumulated without limit and may be transferred to any other school district by an employee pursuant to law.

8.3 Class B Absence Other Than Illness - Leave may be granted for an absence requested for reasons involving the employee's professional, civic, economic, or physical well-being, or the well-being of the employee's immediate family. The Superintendent may also approve Class B leave for an employee who is obligated to be unavoidably absent for other reasons. Such leave shall not be taken for recreation. No more than three (3) days of Class B leave may be granted in any one school year. Class B leave shall not accumulate. A deduction in the amount of the daily substitute shall be deducted from the employee's earnings if one is obtained.

Except for emergencies and/or other unusual circumstances, employees should obtain advance approval for utilization of this leave.

8.4 Leave for Compelling Personal Reasons - Each employee shall be entitled to use seven (7) days of his/her sick leave allotment during each school year for compelling personal reasons.

Compelling personal reasons mean any business or civic endeavor or activity which cannot be conducted before or after work and which requires the presence of the employee.

Except for emergency and/or other unusual circumstances, employees shall obtain advance approval for utilization of this leave.

- 8.5 Extended Illness Leave - Employees, shall once a school year be credited with a total of not less than 100 working days of Extended Sick Leave. Such days of Extended Sick Leave shall be compensated at fifty percent of the employee's regular salary. The paid Extended Sick Leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or other compensating time to which the employee may be entitled.

For example:

An employee has exhausted all sick leave and needs to be out more days. The employee will start the 100 days of Extended Sick Leave after all other leave has been exhausted (vacation and floating holiday).

This leave shall run concurrently with any sick leave used that school year. Vacation and/or holiday leave shall not count toward the 100 days of Extended Leave.

- 8.6 Maternity Leave - Any employee who becomes pregnant shall be granted a leave of absence upon request for maternity leave purposes according to any applicable laws.
- 8.7 Pregnancy Leave - A leave of absence for the period of time during which an employee is temporarily disabled from employment due to pregnancy, miscarriage, childbirth, or the recovery therefrom. This leave shall be applied according to any applicable laws.
- 8.8 Child Rearing Leave - Upon request, the District shall provide employees who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant child. An employee shall notify the District that (s) he intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

Child Rearing Leave may be expanded to allow an employee to have the leave extended on a year-to-year basis for bona fide child rearing, not to exceed five (5) years under any circumstances.

Upon request, the District may extend the child-rearing leave, provided, however, that at the end of the extension, if longer than one year, such employee shall be entitled to return to a position to which they qualify at the same rate of pay as before the leave as determined by the District.

- 8.9 Dependent Leave - An employee shall be entitled to one (1) day of paid leave per year to care for his/her dependent(s).
- 8.10 Industrial Accident and Illness Leave - Applicable provisions of Section 45192 and 45192 of the Education Code shall apply. Any legislation changes will negate the article and require determination of benefits.
- 8.11 Bereavement Leave - The Superintendent or designee shall grant a paid leave of absence to an employee in the event of the death of a member of the immediate family or the

employee's household as defined herein. Three (3) paid days of such leave will be granted when travel does not exceed 250 miles one way. When requested, two (2) additional days shall be approved from the employees' leave bank. Five (5) paid days shall be granted for more than 250 miles.

The District will provide bereavement leave during the workday for a deceased staff member. This leave shall extend for the time necessary to attend such service in the local area.

Management/Confidential employees may be required to provide proof of Bereavement Leave upon return from leave.

- 8.12 Jury Leave - An employee called as a trial juror shall be given release time to fulfill the 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. Management/Confidential employees will be required to provide proof of Jury Service to the District upon return from Jury Duty. Failure to provide proof of Jury Service may result in the absence being coded as unauthorized leave, which is unpaid.
- 8.13 Witness Leave - An employee shall be entitled to a leave to serve as a witness under subpoena other than as a litigant and not brought through the connivance or misconduct of the employee.
- 8.14 Emergency Leave - The Superintendent or designee, may authorize leave up to four (4) days paid at 50% 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. The circumstances of the emergency must be verified in writing to the Superintendent or designee within 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 of one-half (50%) day per day of emergency leave.
- 8.15 Other Leave - Upon request of the employee, the District may grant a paid or unpaid leave of absence to any employee for a purpose other than those listed above. This leave shall be granted on a year-to-year basis, not to extend beyond three (3) years except in cases of leave for educational renewal which may be extended to five (5) years. If the leave extends beyond one year the employee shall be entitled to return to a position as determined by the District.
- 8.16 Doctors Note - In absences of five (5) days or more, the employee will provide a doctor's note upon return. Failure to provide a doctor's note may result in the absence being coded as unauthorized leave, which is unpaid. If an employee is admitted to a hospital or other medical facility for any length of time s/he will provide a doctor's note upon return releasing the employee back to duty.

Per Board Policy, the Superintendent or designee may, at any time, require additional written verification by the employee's physician or practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

9. Vacation

Classified Management and Confidential employees shall earn two (2) days of vacation for each month in which they render paid service 50% of the month.

Classified Management and Confidential employees shall earn an additional four (4) days of vacation for a total of 28 vacation days per year at the completion of twenty-five (25) years of service with the District.

Vacation days shall be scheduled at the convenience of the District and as nearly as possible at times requested by the employee limited by the District's work requirements. For positions that are necessary while students are in session, vacation time shall be scheduled while students are not in session. Vacation shall not exceed a period of two weeks unless otherwise approved by their supervisor. Vacation shall be requested at least two weeks in advance.

Vacation should be taken within the year earned. At times when work requirements restrict the employee from the opportunity to use all allotted vacation time within the year, vacation shall be paid out at the end of the school year.

Certificated Management employees work on a positive calendar and shall not accrue vacation. They shall schedule most of their non-duty days at times when school is not in session or as practicable depending on job duties as approved by their supervisor.

****Implementation of vacation changes for the 2024-2025 School year:**

-For the 2024-25 all Certificated Management who have vacation balance, will be cashed out. Certificated management will no longer accrue vacation as they will work a positive calendar year.

-For Classified Employees, starting July 1st, 2024 any vacation balances from 23-24 shall be cashed out, except for 12 days that will automatically roll over. Employees who wish to cash out the 12 days, should make a request through the HR ticket system. Starting in the 2025-26 school year, any unused vacation time will be cashed out and no vacation days will roll over.

10. Work year:

Confidential and Classified Management:

Confidential and Classified Management employees are 12-month employees and shall work a total 260 days (including holidays and vacation).

Certificated Management:

The designated work year for Certificated Management Employees shall be two hundred and twenty (220) workdays. Before July 1st of each year, the non-work days shall be determined by subtracting 220 workdays that have been scheduled, all weekend days, and sixteen (16) holidays from the total number of days in the fiscal year. The remaining balance shall be the total non-work days for the fiscal year. Final approval will be made by the Superintendent or designee. Certificated Management Employees may not work more than 220 days per year without prior approval of the Superintendent or designee.

Certificated Management Employees shall meet with their supervisor to develop a work-year calendar. A copy of the approved work-year calendar shall be filed with the Human Resources Office prior to July 1st of each year. Certificated Management Employees shall schedule all non-workdays each fiscal year. Special circumstances will be considered for modification of this requirement on a case-by-case basis.

11. Holidays

The District agrees to provide classified management and confidential employees with the following paid holidays.

- 11.1 New Year's Day
- 11.2 Martin Luther King, Jr. Day
- 11.3 Lincoln's Day
- 11.4 President's Day (Third Monday in February)
- 11.5 Spring Vacation Day (Friday of the Week of Spring Recess)
- 11.6 Memorial Day (Last Monday in May)
- 11.7 Juneteenth (June 19)
- 11.8 Independence Day (July 4)
- 11.9 Labor Day (First Monday in September)
- 11.10 Veteran's Day (November 11)
- 11.11 Thanksgiving Holiday (The Thursday proclaimed by the President and the following Friday)
- 11.12 Christmas Eve
- 11.13 Christmas Day
- 11.14 Day after Christmas
- 11.15 New Year's Eve
- 11.16 Floating Holiday - One additional holiday designated as a floating holiday shall be granted on a date to be selected by the employee with the approval of the supervisor.
 - 11.16.1 For years with additional work days (260+): Confidential/Classified Management employees shall be entitled to additional floating holidays.
- 11.17 Additional Holidays - Any day declared by the President or Governor of the state as a public fast, mourning, thanksgiving, or holiday by the Governing Board shall be a paid holiday for the classified management and confidential employee. Such determination shall rest with the Governing Board.

When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

12. Probation Period

Certificated Employees shall serve a probationary period in accordance with the law (2 years).

Classified employees shall serve a probationary period in accordance with the law (6 months or 130 days of paid service).

Police Management employees shall serve a probationary period of twelve (12) months in accordance with the law.

13. Police Management (Additional Working Conditions for Police Management only)

13.1 Police Managers are required to maintain valid certificates in the following areas:

- Peace Officer Standards and Training (P.O.S.T.) Peace Officer Certification (*Sworn only*)
- First Aid
- CPR

13.2 Uniform/Equipment (Police)

1. The District shall provide police management employees with required uniforms, duty equipment, protective clothing or any type of protective device as a condition of employment. The District will determine the type of uniform and where such uniforms shall be obtained in accordance with SUSD DPS Police Uniform Manual.
2. Uniforms and duty equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. The District will provide for cleaning and maintenance of uniforms.
3. The District shall provide police management employees with a boot stipend not to exceed two hundred (\$200.00) dollars on an annual basis when specific shoes are required to be worn as part of the employee uniform.

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