

**STOCKTON UNIFIED SCHOOL DISTRICT  
MANAGEMENT/CONFIDENTIAL COMPENSATION PACKAGE  
2007/08**

1. Salary Adjustments

The 2007/08 Management/Confidential Compensation Package includes a 3.53% percent on the salary schedule effective July 1, 2007.

1.2 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.

2. Salary Equity

2.1 Confidential Unit:

The District shall maintain a minimum 5% salary differential between Step E of the current Range 5 on the Confidential Schedule and Range 41 on the CSEA 821 Bargaining Unit Salary Schedule . The District shall also maintain a 5% salary differential between Step E of Range 5, and Step E of Range 9 on the Confidential Salary Schedule.

3. Longevity Increments

Longevity increments are established for management and confidential employees as follows:

2.5	percent @ 15 years of service in the District
5	percent @ 20 years of service in the District
7.5	percent @ 24 years of service in the District
10.0	percent @ 30 years of service in the District

Management: Percentage to be Range 5, Step A on the salary schedule.

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.)

4. Professional Development Increments

4.1 Doctorate Increment: Professional development increments established for all management for an earned doctoral degree from an accredited college or university shall be \$4,250.00.

4.2 Masters Increment: Professional development increments established for all certificated management for an earned Master of Arts degree from an accredited college or university shall be \$1,456.00. Professional development increments are not cumulative.

4.3 Masters Increment: Professional development increments established for all classified management for an earned Master of Arts degree from an accredited college or university shall be \$3,000.00.

Professional development increments established for all confidential employees for an earned Master of Arts degree from an accredited college or university shall be \$2,116.00.

- 4.4 Bachelor of Arts Increment: Professional development increments established for all confidential employees for an earned Bachelor of Arts degree from an accredited college or university shall be \$1,358.00.
- 4.5 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.
- 4.6 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.

Managers are required 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 Management personnel required by the Superintendent or designee to serve on negotiating teams for the District shall be paid at their per diem rate when required to report to work outside their established work year. At the discretion of the Superintendent, management personnel may be paid at their per diem rate when required to work outside their established work time.
- 5.2 Management employees shall be paid their per diem rate when required by direction to work on holidays and weekends. Confidential employees will be paid in accordance with the existing laws. At the discretion of the Superintendent, management personnel may be paid at their per diem rate when required to work outside their established work time.
- 5.3 The Superintendent will define emergency situations, which occur outside the managers regular workday or year that required the manager's presence and compensatory time may be recommended accordingly.

6. Management/Confidential Retirement Plan

6.1 Retirement Plan

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, 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 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, 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 Sick Leave Buy Back

For those management/confidential employees who prior to February 1<sup>st</sup>, 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 For the 2007/08 school year effective July 1, 2007, the District shall pay \$855.67 of the premium for the employee. "Buy-up" provisions for the health plans shall remain in effect.

The District will offer a medical health benefit spousal rebate equaling 50% of the lowest medical rate for eligible employees.

- 7.2 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.
- 7.3 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.
- 7.4 Eligible employees on District approved unpaid leaves of absence shall have the option to purchase health insurance coverage for the period of the leave.
- 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. Each covered individual will receive coverage up to \$1,500.00.
- 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 equivalent to the current plan offered through CPIC Life Insurance Company, with no reduction in benefits. 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.

## 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; 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 position and location which (s) he enjoyed immediately preceding the commencement of the leave if they return at the end of one year. Leave extended beyond one year, return to a position, as 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, and,

- To return to the same position and location which (s) he enjoyed 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 Class A Sick Leave - Absence due to illness, injury, quarantine, employee's visits to 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. The District shall provide written notice to each employee of his or her accrued sick leave total and sick leave entitlement.

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 - Class B 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 emergency 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 should obtain advance approval for utilization of this leave.

- 8.5 Extended Illness Leave - Absence occasioned by any cause included under Class A that may be granted by the District for a period not to exceed five months in any one school year. Such leave shall not be granted until all unused credits for sick leave, non-duty days, and vacation have been exhausted. Employees granted extended illness leave shall receive the regular salary granted, less the per diem rate for substitutes.
- 8.6 Maternity Leave - Any employee who becomes pregnant shall be granted an unpaid leave of absence upon request for maternity leave purposes.
- 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.

Notification for leave under this policy shall be made to the Assistant Superintendent of Human Resources in sufficient time to allow the District to arrange for a substitute. Notification shall be made no later than forty (40) days prior to the beginning date of leave requested. The forty (40) days notice requirement shall be waived upon medical considerations verified by the employee's physician.

Notification of Pregnancy Leave - The length of the leave of absence, including the date on which the leave shall commence and the day on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well recognized church or denomination.

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.

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 a like position.

Any employee returning from Pregnancy Leave at any other time shall be offered a position upon conclusion of the leave.

The District shall not because of pregnancy of any female person, refuse to hire or employ her, refuse to select her for a training program leading to employment, or discriminate against her in compensation or in terms, conditions, or privileges of employment.

- 8.8 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/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 will 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 as determined by the District.

Any employee who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child.

- 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.

An employee shall be deemed to have recovered from an industrial accident or illness, and is thereby deemed able to return to work, at such time as (s) he and his/her physician agree that there has been such a recovery.

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

- 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) days of such leave will be granted when travel does not exceed 250 miles one way and five (5) days for more than 250 miles. This leave shall not be deducted from sick leave. 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.

- 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.

- 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 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 identified person is in need of such emergency treatment. 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 day per day of emergency leave. A total of four (4) emergency leave days may be authorized.
- 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.

9. Vacations

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

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 should be taken within the year earned.

One-half of the vacation earned in one year may be carried over into the next year. In the event a management/confidential employee is unable to schedule sufficient days during the year, and as a result has a balance exceeding 12 days on July 1, the employee should be permitted to carry over such days. Any employee wishing to carry over excess days would submit a written request to the Superintendent or designee no later than June 1.

Vacation 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. Work requirements may restrict the employee from the opportunity to use all allotted vacation time within the year.

In the event a management/confidential employee leaves the District, the District will pay no more than one and one-half (1½) times the maximum number of vacation days earned in one year.



10. Holidays

The District agrees to provide the certificated management with the following holidays not charged to their non-duty, and paid holidays for the classified management and confidential staff.

- 10.1 New Year's Day
- 10.2 Martin Luther King, Jr. Day
- 10.3 Lincoln's Day
- 10.4 President's Day (Third Monday in February)
- 10.5 Spring Vacation Day (Friday of the Week of Spring Recess)
- 10.6 Memorial Day (Last Monday in May)
- 10.7 Independence Day (July 4)
- 10.8 Labor Day (First Monday in September)
- 10.9 Veteran's Day (November 11)
- 10.10 Thanksgiving Holiday (The Thursday proclaimed by the President and the following Friday)
- 10.11 Christmas Eve
- 10.12 Christmas Day
- 10.13 Day after Christmas
- 10.14 New Year's Eve
- 10.15 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. (Confidential employees only)
- 10.16 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.

11. Probation Period

Management/Confidential employees shall serve a minimum twelve (12) month probation period.