

# Stockton Unified School District

Description of  
Terms & Conditions  
Of  
Employment  
For:

Physical Therapists  
&  
Occupational Therapists

July 1, 2013

**STOCKTON UNIFIED SCHOOL DISTRICT**  
**UNREPRESENTED EMPLOYEE GUIDELINES**  
**Physical Therapists (PT)**  
**Occupational Therapists (OT)**  
**July 1, 2013**

1. Salary

See Appendix A.

A daily rate of pay is established by dividing 234 days into the annual salary. Upon prior approval of the District, employees who work in excess of their contracted number of days shall be paid at the hourly rate of pay for each hour or partial hour worked.

An hourly rate of pay is established by dividing the employee's daily rate by the number of hours in the employee's workday.

2. Work Days/Hours

PTs and OTs work 234 days per year.

During each school year, PTs and OTs shall have the option of requesting up to five (5) flex days off from their regular work schedules. These days off shall be approved by the Assistant Superintendent of Special Education or 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 PT or OT and the Assistant Superintendent.

PTs and OTs work eight (8) hours per day with a 30- to 60-minute duty-free, unpaid lunch. The length of the lunch will be determined by the District with input from the employee.

3. Longevity Increments

Longevity increments are established for PT and OT employees as follows:

18-23 years	\$1,553
24-30 years	\$3,108
31+ years	\$4,661

(Note: All employees must have at least five consecutive years in the District before receiving longevity increments.)

4. Degree Increment

Master's Degree:	\$1,540/year
Master's and Doctoral Degree:	\$3,084/year

PTs and OTs are required to maintain valid certificates and licenses in the following areas:

- First Aid
- Cardiopulmonary Resuscitation (CPR)
- Appropriate license issued by State of California Department of Consumer Affairs.

It is the employee's responsibility to provide the District with copies of valid certificates and licenses.

## 5. Evaluation

### 5.1 Criteria

Unit members will be evaluated as it reasonably relates to:

- (a) fulfillment of established job responsibilities;
- (b) quality of human relationships with students, parents and district personnel;
- (c) performance of duties which are adjunct to the unit member's assignment;
- (d) progress of pupils toward the goals and objectives established in the pupil's IEP;
- (e) instructional techniques and strategies used by the therapist;
- (f) establishment and maintenance of suitable learning environments within the scope of the therapist's responsibilities.

### 5.2 General Procedures

- 5.2.1 (a) a conference within thirty (30) days of the first scheduled work day – for a non-permanent employee;
- (b) at least two (2) observations by the evaluator;
- (c) completion of two (2) observation forms forwarded to the employee;
- (d) a final evaluation 30 days prior to the last work day.

5.2.2 Evaluation of the performance of each employee shall be made on a continuing basis at least once each school year.

### 5.3 Observations

5.3.1 The site administrator will be responsible for the evaluation, including the observations, of employees assigned exclusively to one site. For therapists who are assigned to more than one site, the Assistant Superintendent of Special Education or his/her designee shall be responsible for conducting the final evaluation, based on one (1) observation by each of the site administrators.

5.3.2 The evaluation process shall provide for at least two (2) observations of the evaluatee in a work situation. Such observations shall be of sufficient duration and the observation techniques used of sufficient quality so that such observations will contribute to the employee's understanding of his/her performance.

### 5.4 Final Evaluation

5.4.1 A written valuation and a copy shall be transmitted to the employee not later than thirty (30) days before the last work day scheduled on the school calendar for the school year in which the evaluation takes place.

5.4.2 If the evaluatee is performing in an effective or commendable manner, the report shall so indicate. If the evaluatee is not performing his/her duties in a satisfactory manner according to the standards of performance initially established, the report shall describe the areas of needed improvement, recommendations as to how improvement can be effected, and procedures which will be followed by the evaluator and the evaluatee to facilitate such improvement.

5.4.3 The employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's evaluation and shall be included in the employee's personnel file.

## 6. Unrepresented Employees Retirement Plan

### 6.1 Retirement Plan

To be eligible for consideration for the Retirement Plan, unrepresented employees must:

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

Unrepresented 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 unrepresented employees and the District reserve the right to mutually amend or modify this benefit in the future for current or future unrepresented 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 unrepresented 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 The District shall contribute \$856 of the premium for the employee per month. "Buy-up" provisions for the health plans shall remain in effect.

Effective July 1, 2013, current employees shall receive a medical health benefit spousal rebate that aligns with SPPA's medical rebate.

Effective July 1, 2013, any new employees hired will be offered a medical health benefit spousal rebate of \$249 per month for eligible employees.

- 7.2 A cost/benefit comparison and analysis of the medical plans offered by the District will be conducted regularly. The review will be conducted to determine whether to continue with the current health care providers, or to change in the subsequent plan 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.
- 7.5 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.
- 7.6 The District will offer each eligible employee a managed mental health/chemical dependency program through the HMO or POS medical plans offered.
- 7.7 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.
- 7.8 District approved tax shelter annuities, in which employees may participate, shall be made available and administered through appropriate payroll deduction authorization agreements.
- 7.9 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.
- 8.0 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 must be verified by the employee's health care practitioner if requested by the employee's immediate supervisor.

Regular full-time employees accrue one (1) day of paid sick leave credit for each month in which they perform assigned duties.

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.

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 two (2) 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. Leave for compelling personal reasons shall not be used for vacation or recreation.

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 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.

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 one (1) day of leave 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.
- 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.

9. Vacations

Incumbents in these positions earn 10 vacation days per year.

10. Holidays

Unrepresented employees receive the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

- 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.  
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.

Probation Period

PT and OT employees shall serve a twelve (12) month probation period.

## APPENDIX A

UNREPRESENTED EMPLOYEES  
 (Physical Therapists and Occupational Therapists)  
 SALARY SCHEDULE  
 Effective 07/01/2013

	A	B	C	D
	BA up to 44 units	BA + 45 or MA	BA + 60 MA + 30	BA + 75 or MA + 45
1	\$43,121	\$46,138	\$50,127	\$55,193
2	\$45,404	\$48,724	\$53,103	\$58,641
3	\$47,690	\$51,314	\$56,078	\$62,091
4	\$49,973	\$53,901	\$59,052	\$65,539
5	\$52,258	\$56,488	\$62,029	\$68,989
6	\$54,542	\$59,075	\$65,004	\$72,438
7	\$56,828	\$61,665	\$67,979	\$75,888
8	\$59,110	\$64,254	\$70,954	\$79,338
9	\$61,396	\$66,838	\$73,931	\$82,788
10	\$63,682	\$70,713	\$78,333	\$89,459

Degree Increments:

Master's Degree: \$1,540 per year  
 Master's and Doctoral Degree: \$3,084 per year

Longevity Increments\*:

18-23 years \$1,553 per year  
 24-30 years \$3,108 per year  
 31+ years \$4,661 per year

\* Note: All employees must have at least five consecutive years in the District before receiving longevity increments.