

LEADERSHIP MATTERS



PLEASANTON UNIFIED SCHOOL DISTRICT

A HANDBOOK FOR LEADERSHIP TEAM EMPLOYEES OF THE
PLEASANTON UNIFIED SCHOOL DISTRICT

OCTOBER 2014

NOTICE OF NON-DISCRIMINATION

The District shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination in district programs and activities based on actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

ADMINISTRATIVE OPERATIONS

It is the intent of the District to utilize as its policies affecting leadership and confidential employees existing statutes relating to definitions, rights and terms of employment.

Additionally, the Board charges the District Superintendent with the responsibility of maintaining regulations regarding the employment practices for leadership and confidential employees which promote good employee-employer relations.

The District Superintendent shall review periodically these regulations with the Board. The District Superintendent also shall recommend periodically appropriate changes or additions which shall become a part of these regulations.

Unlike other policy and regulation development procedure, this policy and these regulations shall be effective immediately. Leadership and confidential employees shall be consulted prior to any addition, deletion or modification of the regulations. The District Superintendent or his/her designee shall consult with a representative group of leadership and confidential employees prior to any addition, deletion or modification of the regulations.

Any changes will be brought to the Board of Trustees as an informational item on a regular school board agenda (as is done with other revised administrative regulations.) The exceptions are those changes which would increase the adopted school district budget. Such changes shall require Board approval prior to enactment.

Legal Reference: EC 33150, 41400, 41401, 41402
 GC 3540.1, 3543.4

ADOPTED: 1/27/81, 6/28/88 BOARD OF TRUSTEES

AMENDED: 3/23/82, 6/25/96, 10/28/14
 PLEASANTON UNIFIED SCHOOL DISTRICT
 PLEASANTON, CALIFORNIA

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THE LEADERSHIP TEAM

These regulations have been developed in order to maintain a consistent relationship between the Pleasanton Unified School District's Board of Trustees and the leadership team. The term "leadership team" means the Superintendent, Deputy Superintendent, Assistant Superintendents and those positions listed on the Management/Confidential Salary Schedule. Leadership employees are those having significant responsibilities for formulating District policies or administering District programs and who have been legally designated as management by the Board of Trustees. Confidential employees are those employees who, in the regular course of their duties, have access to or possess information relating to the school district's employer/employee relations.

A. Relationship with the Board of Trustees

The Board of Trustees recognizes the mutual value of a close working relationship with the District's leadership team. The Board further recognizes its responsibility for developing policies and reserves for itself the final decision in all policy-making matters. However, the Board encourages and expects recommendations from the leadership team in all matters pertinent to the operation of the District. Formal communication between the Board and the leadership team shall be the responsibility of the Superintendent, who shall relay concerns of the Board to the leadership team and concerns of the leadership team to the Board. The Board shall give thoughtful consideration to the recommendations of the leadership team staff prior to arriving at a policy decision. The leadership team shall give full support to the decisions of the Board.

The Board expects each member of the leadership team to act as an adjunct to the Board and to be supportive of the total District program. The Board also expects efficient leadership of the District within the framework it has established and shall require accountability for job performance.

B. Statement of Ethics

A leadership team employee's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all leadership team employees. The employee acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the employee assumes responsibility for providing professional leadership in the school and community. This responsibility requires the employee to maintain standards of exemplary professional conduct. It must be recognized that the employee's actions will be viewed and appraised by the community, professional associates and students. To these ends, the leadership team employee subscribes to the following standards:

The leadership team employee:

- Makes the well-being of students the fundamental value of all decision-making and actions.
- Provides leadership and support to all certificated and classified employees.
- Fulfills professional responsibilities with honesty and integrity.
- Supports the principle of due process and protects the civil and human rights of all individuals.
- Obeys the spirit as well as the letter of the local, state and national laws.
- Knows, supports and implements the District's Mission, Vision, and Strategic Plan.
- Knows and implements the Board of Trustee's policies, administrative rules and regulations, and negotiated contracts.
- Pursues appropriate measures to correct those laws, policies and regulations that are not consistent with sound educational goals.
- Avoids using positions for personal gain through political, social, religious, economic or other influence.
- Maintains the standards (California Professional Standards for Educational Leaders and other expected professional standards) and seeks to improve the effectiveness of the profession through research and continuing professional development.
- Honors all contracts until fulfillment or release.

C. Professional Liability Exposure

The Board of Trustees directs that the school district shall defend, hold harmless and indemnify each leadership team employee from any and all demands, claims, suits, actions and legal proceedings brought against the leadership team employee in his/her individual capacity or in his/her official capacity as agent and employee of the District, provided the incident arose while the leadership team employee was acting within the scope of his/her employment.

D. Board Policies

As a condition of continued employment, each leadership team employee shall comply with all district policies. Special attention is called to Policy 4021 (Drug- and Alcohol-Free Workplace) and Policy 4119.11 (Sexual Harassment.) Leadership Team Employees are expected to put student welfare and safety first and to thereby be aware of and to comply with all legal requirements related to child abuse and mandated reporting. Terms and conditions related to each policy can be found in the District's policy manual and online on the District's website.

E. Consulting Outside the District

The Board of Trustees recognizes the benefits which may accrue to the District from team members who serve as consultants to other educational agencies. However, in order to ensure that such service does not interfere with the employee's responsibilities to the District, the following procedures shall be followed:

1. During established duty times, or when officially representing the District, leadership team employees of the District shall not receive compensation, other than for expenses not otherwise reimbursed, for service to another agency.
2. Compensation to the District shall be made when leadership team employees provide consulting services to other agencies as part of their district assignment. Such compensation may be in money or reciprocal services. Compensation shall be determined by the Superintendent or his/her designee.
3. All requests to provide consulting services during established duty time, or as an official representative of the District, must be approved by the immediate supervisor of the leadership team employee wishing to consult.
4. A leadership team employee serving as a private consultant not officially authorized by the Superintendent shall not purport to be a representative of the District. Such private consulting shall be prepared for and conducted outside of the normal work day or during approved periods of vacation.
5. No outside activity shall be engaged in if a conflict exists with District responsibilities.

F. Job Descriptions

Leadership team job descriptions shall be current and reflect applicable duties and responsibilities. Descriptions shall include qualifications for the positions, including, but not limited to, minimum requirements. Additional qualifications for the position may be specified in the job announcement for a particular vacancy. It shall be the responsibility of any leadership team employee who feels his/her job description is not accurate to advise his/her immediate supervisor in writing.

G. Evaluation

A leadership team employee's performance shall be evaluated at least once each school year. If necessary, more than one evaluation may occur during a given fiscal year.

Personnel evaluation procedures shall be intended to identify, reinforce and improve skills, attitudes and abilities that result in the achievement of district goals and objectives.

The evaluation plan shall:

1. Translate long-range strategic goals of the District into goals for effective performance for the individual employee;
2. Involve the employee in the mutual planning of defined goals, objectives and standards; encourage employees to integrate their own professional goals and objectives with those of the District; and encourage innovative and productive practices; and
3. Outline standards or results which are to be used in the performance evaluation. These may include the following:
 - Demonstrate proficiency relative to California Professional Standards for Educational Leaders (CPSEL) Standards and/or other applicable professional standards
 - Demonstrate support for and implementation of the goals and belief statements of the District's Strategic Plan
 - Demonstrate leadership and management abilities
 - Provide for staff leadership, development and training
 - Select staff and monitor performance
 - Lead a site-based operation
 - Promote positive school/community relations
 - Possess human relations and communication skills
 - Demonstrate professionalism
 - Foster a climate that promotes high standards
4. Any leadership team employee who has not been evaluated shall notify the Superintendent in writing so as to receive the required evaluation.

H. Assignment, Demotion and Dismissal

Leadership team employees may be reassigned, demoted (changed from a management/confidential position to a lower classification/range) or dismissed (separated from service) for specific reasons in accordance with the provisions of the Education Code and on the recommendation of the Superintendent.

I. Salary

Leadership team employees, other than the Superintendent, Deputy Superintendent and Assistant Superintendents, shall be paid in accordance with the prevailing Management/Confidential Salary Schedule adopted by the Board.

J. Health and Welfare Benefits

Leadership team employees shall participate in medical, dental, life and long term care base plan insurance. Members may "Opt-Out" from medical insurance coverage provided they present the District with a signed statement that they are enrolled in comparable medical coverage through the employee benefit program of a spouse or domestic partner.

K. Work Year

The first day of paid service shall be July 1 of each year. On or before June 15, each leadership team employee shall develop, cooperatively and with the approval of the employee's supervisor, a calendar of work days for the succeeding year. The Management/Confidential Salary Schedule and employee's individual contract specifies the number of annual work days.

L. Work Day

1. Leadership team employees shall spend the hours per day necessary to perform their assigned duties, with variations in working hours based upon scheduled activities at the work station or site, which may require both day and night service.
2. Leadership employees assigned to a school site shall work on all days that school is open unless prior permission from the immediate supervisor is given to be absent. With prior permission, up to two non-duty days may be used on a day or days that school is in session by certificated site leadership employees. These days must be added to the employee annual calendar during the fiscal year that the day(s) is used. Employees in a supervisory role are responsible for insuring proper supervision coverage by an appropriate designee.
3. Leadership team employees who are directed by their immediate supervisor to work an extended work year shall be compensated at the regular daily rate for the position.
4. No leadership employee may work beyond the days allocated for his/her position without written permission of his/her supervisor. No more than five extra days may be accrued without prior approval of the Superintendent.
5. Confidential/classified managers may be expected to work overtime for various reasons.

M. Holidays

Those days designated as holidays on the Board approved PUSD Instructional Calendar shall be considered non-duty days for leadership team employees. These days traditionally are:

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- The Friday immediately following Thanksgiving
- The day before Christmas
- Christmas Day
- The day before New Year's Day
- Any day proclaimed by the President, Governor, the State or the Board of Trustees as provided for in the Education Code.

1. When a holiday falls on a Sunday, the following Monday shall be deemed to be the non-duty day in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the non-duty day in lieu of the day observed.
2. Confidential employees shall be eligible for additional compensation if they are required to work on holidays.
3. If other leadership team employees are required to work on such holidays, it shall be counted as a duty day.
4. No weekend day or holiday may be counted as a duty day without first gaining written permission from the employee's immediate supervisor.

N. Leaves of Absence

General Information

All leaves of absence are granted at the discretion of the Board of Trustees. Requests must be submitted from the Human Resources Division to the Superintendent in writing, giving specific dates and reasons. In general, the leadership team employee's immediate supervisor must approve any leave of absence prior to submission to the Superintendent.

1. In general, leaves are granted for one year at a time. They may be extended by the Board upon written request from the employee.
2. After any leave, the leadership team employee will be reinstated in the same or to a similar position held prior to the leave.
3. Substitutes may be secured for leadership team employees absent from duty. The nature of the assignment of the employee and anticipated period of absence must be taken into consideration in determining the practicability by the immediate supervisor. No substitute may be obtained without the knowledge and permission of the leadership team member's supervisor.
4. Leadership team employees on long-term leave shall give notice to the Human Resources Division of intention to return to service as soon as possible and no later than March 31 of the year preceding his/her return to service.
5. Leadership team employees on an approved leave of absence without pay may continue health and welfare benefits by employee contribution.
6. A leadership team employee on paid leave (e.g., sick leave) shall receive the same ratio of salary as his/her annual salary not to exceed the required days of service.

Leadership team employees on mandatory jury service (trial or inquest), or military leave shall progress on the salary schedule as if they were on active service with the District.

7. One year of service for leave accrual purposes and movement on the salary schedule shall be defined as not less than 75 percent of the work year.

Illness or Injury Leave

1. All leadership team employees, with the exception of the Superintendent, Deputy Superintendent and Assistant Superintendents, regularly employed on a full-time basis shall receive, on the first day of every July, the following days of leave for illness or injury:

<u>Service Days per Year</u>	<u>Days of Leave for Illness or Injury</u>
Up to 190	10
191-200	11
201 and above	12

2. Sick leave shall be accrued without limit as long as the individual is employed in the District. Employees serving less than full-time shall be entitled to the

proportion of authorized days of sick leave as the number of days/hours s/he is employed bears to full-time service.

3. If a leadership team employee utilizes sick leave for five or more consecutive days, the employee may be required to furnish a certificate verifying the illness or injury, signed by a licensed physician or practitioner upon request after the employee's return to duty. For injuries, the verification must also have a release to return to work attached to it.
4. There will be no charge against a leadership team employee's cumulative sick leave if, because of another's illness, s/he has been quarantined by city or county health officers. Under those circumstances, the employee shall receive his/her salary in full.
5. It is the leadership team employee's responsibility to contact his/her former employing California district to effect a transfer of accumulated sick leave.

Sick Leave/Differential Compensation

Any leadership team employee absent from duty because of personal illness or injury shall receive full compensation to the extent of his/her accumulated sick leave. In addition, both certificated and classified employees have a statutory entitlement to "differential" compensation.

1. Certificated Employee:

Entitled to receive the difference between his/her salary and that which is actually paid to a substitute (or, if no substitute was employed, the substitute daily rate, which is 25% of the employee's daily rate) for a period of five school months or less on account of illness or accident (whether or not it is job-related.)

The five month period

- (a) renews each school year
- (b) renews for each separate illness or accident
- (c) commences after the 60 days of industrial accident leave (if appropriate) and the current year's accrual of sick leave has been exhausted
- (d) need not be a continuous absence – but the five months are running
- (e) except for (c) above, runs concurrently with all other accrued leaves

2. Classified Employee:

Entitled to receive the difference between his/her salary and that which is actually paid to a substitute for a period of five months or less on account of illness or accident (whether or not it is job-related.)

The five month period

- (a) does not renew for each school year
- (b) renews for each separate illness or accident
- (c) commences on the **first** day of absence
- (d) need not be a continuous absence – but the five months are running
- (e) runs concurrently with all other accrued leaves (e.g., industrial accident, sick leave, vacation, holidays, etc.)
- (f) When all entitlement to leaves is exhausted, and if additional paid/unpaid leave is not granted by the Board, the employee is placed on the 39-month reemployment list.

Extended Leave of Absence for Health

1. Leadership team employees may be granted a leave of absence without pay for one year. This leave may be extended an additional year in the case of serious health conditions.
2. Leadership team employees on such leave at the time that the notice of intention to return to service is filed with the Human Resources Division shall also submit a written statement from a licensed physician certifying the condition of the employee's health and his/her ability to return to employment.

Bereavement Leave

1. In the event of a death in the immediate family, a leadership team employee shall be entitled to a leave of absence not to exceed three days, or five days if out-of-state travel is required. No deduction shall be made from the salary of such employee.
2. A leadership team employee may use up to seven additional days of personal necessity leave for bereavement purposes.
3. Members of the immediate family are defined as: mother, stepmother, mother-in-law, father, stepfather, father-in-law, husband, wife, domestic partner (as defined by state law), son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law, stepbrother, sister, sister-in-law, step-sister, grandparent, grandparent-in-law, legal guardian, foster children, grandchild of the unit member or spouse, aunt, uncle or any person living in the immediate household of the unit member.

Personal Necessity Leave

Up to seven days of sick leave per year may be used for reasons of personal necessity. Personal necessity is defined as an event out of the ordinary that cannot be resolved on a day other than a work day.

Such days shall be discussed and authorized in advance by the leadership team employee's immediate supervisor and no reason need be given for the absence.

NOTE: School/Parental Leave: Personal Necessity Leave may be used for purposes of the Family-School Partnership Act that allows parents, grandparents and guardians to take time off from work to participate in their children's school or child care activities.

Jury Duty Leave

1. Leadership team employees who are called to serve on a jury shall be entitled to be absent from duty without loss of pay and without loss of accumulated sick leave.
2. The employee shall reimburse to the District the amount of payment received for jury duty. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

Professional Visitations, Conferences and Job-Related Expenses

1. All visitations and attendance at professional meetings and conferences shall be subject to the prior approval of the immediate supervisor.
2. Any reimbursement for expenses incurred must be limited to funds planned in the budget, the disbursement of which shall be controlled by the immediate supervisor. Claims, along with necessary documentation, are to be itemized and submitted to the Accounting Office for approval and payment in accordance with Board Policy and Administrative Regulations.

Maternity Leave

Maternity leave (pregnancy disability leave) shall be granted by the Board of Trustees in accordance with Education Code 44965 and subject to the following conditions:

1. Employees shall be entitled to utilize sick leave (temporary disability leave), including five months differential pay for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth and recovery there from.

2. The length of leave, including the date on which the leave shall commence and the date for which the employee shall resume duties, shall be determined by the employee and the employee's physician. A letter verifying the length of the temporary disability (leave) shall be signed by the employee and the employee's physician and filed in the Human Resources Division.
3. The employee shall notify the District of her pregnancy approximately 90 days prior to the expected date of delivery.
4. The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage or childbirth, and recovery there from, shall be the same as the manner of reporting sick leave except as noted above.
5. Leaves of absence relating to pregnancy (i.e., child care), which are in addition to sick leave granted for the temporary disability, may be granted without pay in accordance with Child-Rearing Leave.
6. Leaves of absence for maternity shall not constitute a break in service in meeting the conditions of tenure/seniority eligibility. However, an employee shall complete a qualifying year of service (i.e. at least 75% of the days that school is in session) in order to receive annual advancement on the salary schedule.

Child-Rearing Leave

Upon request, the Board of Trustees may provide a leadership team employee who is a natural or adopting parent up to one year of leave without pay for the purpose of rearing his/her child.

Sub-Deduct

Upon request, the Board of Trustees may grant a Leadership team employee who is a natural father or adopting parent, with an infant under one (1) year of age, a leave with compensation not to exceed twenty-five (25) days.

- a. The Leadership team employee shall receive the difference between his/her salary and the amount paid to any substitute that is provided. The twenty-five (25) days are to be consecutive with the arrival date of the child.
- b. A Leadership team employee may also utilize the twenty-five (25) days for activities associated with traveling to/from the area of adoption and finalizing the adoption.
 1. No more than twenty-five (25) days may be used in any work year for this purpose.

2. The District may require documentation to support the leave.

Retraining and/or Study Leave

1. Retraining and/or study leave may be granted after five consecutive years of service. (Please note: This leave is discretionary in nature and subject to approval by the Board of Trustees.)
2. Retraining and/or study leave is unpaid and may be granted for a period of up to one year. No more than three leadership team employees can be on the retraining and/or study leave concurrently.
3. The applicant shall agree not to accept other employment during the period of his/her leave unless it pertains directly to his/her study program and then only with the approval of the Superintendent or his/her designee.
4. All applications shall be submitted no later than six months in advance of the leave.
5. The leave may be granted for study, research or retraining. The program must relate to the present or prospective service of the employee.
6. After returning from a leave, the leadership team employee will be required to submit documentation as evidence of having performed the tasks agreed upon.

Personal Business and Other Professional Leave

Leadership team employees may be granted leave without pay at the discretion of the Board of Trustees for the following reasons: overseas assignment; Peace Corps, VISTA or other similar public or private service; family hardship in excess of personal necessity leave; and personal business.

The leave of absence shall be for a specified period. All conditions covering a personal business or professional leave shall be requested through the immediate supervisor and subject to approval by the Board of Trustees. Full salary deduction, prorated on a daily rate, shall be made.

Family and Medical Care Leave

The District shall provide each leadership team employee with leave in accordance with the current and applicable Federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). A summary of the current provisions of these laws will be provided to every leadership team employee and will be posted at every school site.

O. Retirement Options

It is the intent of the Board of Trustees to treat all employees in the District fairly at the time of retirement. Any leadership team member eligible for either STRS or PERS service retirement and who is 55 years of age or older is eligible to participate in one of the two retirement options (District Golden Handshake or Medical/Dental Benefits) below, subject to the following:

Retiree Medical and Dental Benefits

Subject to the conditions set forth below, a leadership team member with at least ten years of service to the District and who is at least 55 years of age, is eligible for district paid medical and dental benefits. In order to be eligible, the leadership team member must be enrolled in medical/dental benefits prior to and at the time of their retirement. One of the following plans may be selected at the time of retirement:

Plan A

For any eligible leadership team member employed in the district prior to Board approval of this policy:

The eligible leadership team member may enroll in any plan available through CalPERS that accepts retirees. The district will pay up to the full premium for the Kaiser HMO available through CalPERS.

Payment will be (a) for eighty-four (84) months from the date of retirement if the leadership team member selects "employee-only," or (b) for sixty (60) months from the date of retirement if the unit member selects "employee plus one." These benefits terminate at the end of the selected eighty-four (84) or sixty (60) month period from the date of retirement or at the end of the month in which the employee reaches the age of sixty-five (65), whichever occurs first.

Plan B

For any eligible leadership team member employed by the District following Board approval of this policy:

The eligible leadership team member may enroll in any plan available through CalPERS that accepts retirees. The District will pay up to \$7,998 towards the premium cost of any available CalPERS plan that accepts retirees.

Payment will be for up to eighty-four (84) months from the date of retirement. These benefits terminate at the end of the eighty-four (84) month period or at the end of the month in which the employee reaches the age of sixty-five (65), whichever occurs first.

District Golden Handshake (DGH)

Subject to the conditions set forth below, a leadership team member with either a combined 10 years as an administrator/employee in the district, or 7 years as an administrator in the district and who is at least 55 years of age is eligible for the following district golden handshake retirement option:

1. A sum of \$39,444 (2014/15 amount) for full-time employees and a pro-rated amount of the above for part time employees.
2. The sum of \$39,444 (2014/15 amount) shall be indexed annually to conform to any percentage changes in the Management/Confidential Salary Schedule.
3. The amount set forth in number 2 above shall be contributed by the District to either a 403(b) or 457(b) plan as directed by the eligible retiree over a one or two year period.
4. Application for a DGH shall be made at least ninety days prior to the commencement of the retirement. Application is considered a resignation and is final upon acceptance by the district.
5. Leadership team members selecting the DGH may, at their expense, participate in District Group medical/dental benefit plans with consent of the carrier. This option terminates at age 65.