



SONORA UNION HIGH SCHOOL DISTRICT

PROFESSIONAL EMPLOYEE HANDBOOK

2022/2023 – 2023/2024

Board Approved: 08/09/2022

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I. Preamble

The Sonora Union High School District Governing Board acknowledges the importance of the establishment of a Professional classification composed of employees to administer the educational program effectively and to operate the public schools of the district. The provisions contained herein constitute the policies of the Sonora Union High School Board of Education as they pertain to the salary, fringe benefits, and working conditions for the Professional Team. These provisions will be reviewed and updated as needed.

II. Definition of Terms

A. Professional Employees:

Professional employees are those designated by the Governing Board as having significant responsibilities in their area of expertise to support District Administration in the education of students.

B. Classification:

Classification is defined as a group of positions having in common the job description within the same salary range.

The Professional Employee will be within the Classified group.

C. Position:

Position is defined as a specific job in a particular school or department.

III. Recruitment and Selection

A. All professional employees will receive notice of professional vacancies and new classifications as they occur. Such positions will be posted appropriately.

B. Employment and promotion will be based on job-related criteria and fitness. All employment, retention, and promotion actions shall be free of personal and political considerations and in no way affected or influenced by the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other factor unrelated to the job duties. A bona fide occupational qualification certified by the California Department of Fair Employment and Housing (DFEH) or employment restrictions mandated by law will be exceptions to this policy.

The affirmative action plan of the district establishes objectives in support of this policy and assigns responsibility and provides guidelines for implementation and conduct of the district's affirmative action employment program.

C. Applicants for professional employment shall be selected from eligibility lists that shall be established in accordance with District rules and regulations, appropriate credential(s), experience, and training.

IV. Creation of New Positions and Deletion of Old Positions

A. Time served in an interim professional position will be counted when determining the status of an individual if/when the individual is appointed to a permanent professional position in the same classification in which he/she served an interim appointment.

V. Elimination of Position/Layoff

Any reduction in staffing shall occur by attrition, if possible. However, should reduction in force be necessary, or if a position is eliminated, years of appropriate experience shall be one of the factors considered.

A. PROFESSIONAL

1. If a professional position has been eliminated, the employee shall have the right to bump into any position in a classification in which the employee previously held permanent status. If the employee must bump into a position covered under a bargained agreement, the move must be made according to the rules governing that position.

2. Should a vacancy occur in the classification from which he/she was laid off the professional employee shall have rights of reinstatement to that position in accordance with his/her seniority for a period of 39 months.

3. In the event of a layoff when a professional employee must assume a position for which the top step of the salary range for the new classification is less than the employee's current salary, the present salary shall continue until the end of the fiscal year.

4. Professional employees reassigned to lower paying positions shall be given first consideration for reinstatement as position vacancies occur.

VI. Discipline

A. Reasonable disciplinary action as contained in this article may be imposed for just cause only.

B. Except in extreme cases, the District shall utilize a "progressive discipline" procedure which shall include one or more of the following responses: 1) oral warning(s), 2) conferences with written memorandum of summary, 3) reprimand(s) in written form with the professional employee having the right to respond in writing and have such response attached to the original reprimand, and 4) suspension with or without pay.

VII. Dismissal

Professional employees may be dismissed from Sonora Union High School District employment for cause only. The reasons and procedures are specifically stated in the Education Code and in the applicable Rules and Regulations of the Governing Board.

VIII. Evaluation

A. The employee evaluation procedures of Sonora Union High School District are intended to identify, reinforce, and improve (as needed) skills, attitudes, and abilities that result in the achievement of district goals and objectives. The evaluation plan shall:

1. Establish a procedure by which long-range goals of the school district can be translated into goals for effective performance for individual professional employees;
2. Involve all professional employees in the mutual planning of defined goals, objectives, and standards; encourage professional employees to integrate their own professional goals and objectives with those of the district by means of such mutual planning; include recertification requirements as part of such planning; and encourage innovative and productive practices for achieving objectives;
3. Establish a performance evaluation plan in which the standards or results by which individual accomplishment shall be assessed are determined prior to evaluation; and
4. Provide a procedure for both identifying and commending effective performance as well as counseling and assisting professional employees to improve performance.

B. Supervision of professional employees will be conducted by the Superintendent and/or his/her designee.

C. Professional employees shall be evaluated annually.

IX. Legal Protection

A. The Governing Board shall defend, hold harmless, and indemnify professional employees from any and all demands, claims, suits, actions, grievances and legal proceedings brought against the professional employee in his/her individual capacity or

in his/her official capacity as agent and employee of the Board of Education, provided the incident arose while the employee was acting within the scope of his/her employment.

X. Reimbursement for Loss

A. Professional employees will be reimbursed for damage resulting from vandalism to private vehicles that occurs on school property or at other locations in the line of school duty up to \$500, or the amount of the employee's insurance deductible, whichever is less.

B. In general, the professional employee assumes full responsibility for damage to, or loss of, any private property that he/she chooses to bring to his/her worksite. Appeals for reimbursement for damages or losses that the employee believes are directly related to his/her work responsibilities shall be reduced to writing and submitted to the Superintendent in a timely fashion.

XI. Working Conditions

A. Holidays:

Board Recognized Holidays:

- Independence Day – July 4
- Labor Day – First Monday in September
- Veteran's Day – November 11
- Wednesday before Thanksgiving
- Thanksgiving Day – the Thursday proclaimed by the President
- Friday after Thanksgiving
- Christmas Eve – December 24
- Christmas Day – December 25
- New Year's Eve – December 31
- New Year's Day – January 1
- Martin Luther King Day – as determined by the Board
- Lincoln's Day – as determined by the Board
- President's Day – as determined by the Board
- Memorial Day – Last Monday in May
- One Floating Holiday (in lieu of Friday of Spring Break)
- Juneteenth National Independence Day – June 19

Professional employees shall be granted all Board and legal holidays that fall within the limits of their defined work year. Days designated as school not in session are exempted. Professional employees working 244 days a year earn one floating holiday yearly.

B. Hours:

The basic professional day is eight hours exclusive of lunch.

1. Professional employees not at their assigned work location during normal work hours shall leave information for their supervisor as to where they can be reached in case of emergency.

C. Work Year:

The work year is encompassed within the Professional Salary Schedule. Days required to be worked other than normally assigned days shall be compensated for at the daily rate of pay or with compensated time off that is pre-approved and mutually agreed upon by the professional employee and his/her immediate supervisor with the concurrence of the Superintendent.

D. Leaves:

It shall be the policy of the Governing Board to grant professional employees leave benefits at least equitable to those granted certificated and classified bargaining units.

For purposes of this section, except for Other Sick Leave, FMLA, and CFRA programs, immediate family is defined as:

- Child (biological, adoptive, foster, step, legal ward, or to whom employee stands in loco parentis), regardless of age or dependency status;
- Parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when employee was a minor) of the employee or the employee's spouse/registered domestic partner;
- Spouse or registered domestic partner;
- Grandparent;
- Grandchild;
- Sibling;
- Daughter-in-law, son-in-law, brother-in-law, sister-in-law;
- Step-brother, step-sister;
- Aunt, uncle, niece, nephew;
- Any relative living in the immediate household of the employee unless otherwise defined.

1. Sick Leave:

Professional employees shall be entitled to sick leave without loss of salary. Professional employees shall be allowed to accrue sick leave from one year to the next without limit as prescribed by law. Twelve-month professional employees will be granted 12 days sick leave accrued annually. All other professional employees will be granted a prorated

amount of leave credited based upon the number of hours worked per year, annually beginning July 1.

Professional employees may donate accumulated and unused sick leave to assist other employees who are suffering from long-term illnesses or disabilities and who have exhausted all fully paid leaves. Donated sick leave shall be converted on an hour-for-hour basis, resulting in the recipient being paid his/her regular rate of pay.

Professional employees may use their credited sick leave at any time during the school year (Education Code 44978, 44979, 44980, 45191, and 45193). Sick leave may be used for diagnosis, care, or treatment of an existing health condition or preventative care for an employee or an employee's immediate family member. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking; or for any other purpose required by federal or state law.

The District will provide to each professional employee at the beginning of each school year a notice of accrued sick leave plus additional days for the ensuing school year. Updated balances will be included each month with employee paycheck.

2. Industrial Injury or Illness

a. The governing board of a school district shall provide by rules and regulations for industrial accident and illness leaves of absence for all employees (Education Code 44984 and 45192).

b. The rules or regulations shall include the following provisions:

1. Allowable leave shall be for not less than 60 days during which the schools of the district are required to be in session or when the employee would otherwise have been performing work for the district in any one fiscal year for the same accident.

2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave shall commence on the first day of absence.

4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

5. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

3. Pregnancy Leave

Prior to confinement, maternity leave with pay chargeable against sick leave shall commence consistent with written instructions from the professional employee's physician. After confinement and upon written release to duty by the employee's physician, the employee must return to duty from maternity leave, unless the employee has requested and been granted extended leave by the Governing Board.

4. Paternity/Adoption Leave:

a. Upon request, the Governing Board shall grant a professional employee who is a natural father or adopting parent a leave with compensation not to exceed forty-five (45) calendar days. The employee shall receive the difference between his/her salary and the amount paid to a substitute. The forty-five (45) calendar days are to be consecutive with the arrival date of the child. At the request of the employee, the Board may, in its discretion, extend the leave beyond forty-five (45) calendar days without compensation.

b. An employee returning from paternity/adoption leave shall be reinstated in his/her former position at the salary he/she would have received had his/her employment with the District been continuous.

5. Entitlement to Other Sick Leave

Professional employees shall, once a year, be credited with a total of one-hundred (100) working days of paid sick leave, including days to which he/she is entitled under Section 45191, of the California Education Code. Such days of paid sick leave, in addition to those required by Section 45191, shall be compensated at not less than fifty (50) percent of the employee's regular salary. The paid sick leave authorized shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

6. Family Leave

Family and Medical Leave Act (FMLA) – FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. Unpaid leave must be granted for *any* of the following reasons:

a. For the birth and care of the newborn child of the employee;

b. For placement with the employee of a son/daughter for adoption or foster care;

c. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

California Family Rights Act (CFRA) – To be eligible for unpaid CFRA leave, an employee must have more than 12 months of service with the employer and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins. Leave may be taken for the following reasons:

- a. For the birth and care of the newborn child of the employee;
- b. For placement with the employee of a son/daughter for adoption or foster care;
- c. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

In addition to the family care and medical leave requirements of the CFRA, employers of five or more persons have additional obligations to provide Pregnancy Disability Leave (PDL). An employee disabled by pregnancy is entitled to up to four months disability leave. For example, an employee could take four months pregnancy disability leave for her disability, and 12 weeks CFRA leave to care for and bond with the baby.

In general FMLA and CFRA leaves run concurrently from the first day of absence with paid leaves. If PDL leave is involved, PDL and FMLA leave would run concurrently from the first day of absence. CFRA leave would run consecutively, after the birth of the child.

Assembly Bill (AB) 375 added Section 44977.5 to the Education Code, effective January 1, 2016, to allow certificated employees who have exhausted all available sick leave and continue to be absent while taking a maternity/paternity leave under the California Family Rights Act (CFRA; Government Code Section 12945.2) to receive differential pay for up to 12 school weeks. This “bonding leave,” is for the birth or placement of a child in connection with the employee’s adoption or foster care.

Child Bonding Leave – Assembly Bill (AB) 375/2393 allows Certificated employees on Maternity/Paternity Leave under CFRA (Calif. Family Rights Act) to receive differential pay (salary minus substitute pay) for up to 12 school weeks for “bonding leave” for the birth or placement of a child in connection with adoption or foster care. Assembly Bill (AB) 2393 allows Classified employees on Maternity/Paternity Leave under CFRA to receive 50% pay rule (differential pay) for up to 12 school weeks for “bonding leave” for the birth or placement of a child in connection with adoption or foster care.

To be eligible for this paid leave, an employee must have worked the previous 12 months (regardless of hours worked) and must first exhaust all available sick leave. This leave runs concurrently with parental leave granted under CFRA. An employee who elects not to exhaust sick leave during the bonding leave is ineligible for the differential pay.

An employee is only provided one 12-week differential pay period per maternity/paternity leave. If a school year ends before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

A bonding leave need not be taken in one continuous period. Under CFRA regulations, the minimum duration of leave is two weeks; however, employers must grant requests of less than two weeks on two occasions and may grant additional requests for leaves lasting less than two weeks. Any leave taken must be concluded within one year of the birth or placement of the child.

7. Personal Necessity Leave

Up to seven (7) days of sick leave as provided under Sick Leave (2.1) may be used by the professional employee, at his/her election for personal necessity. Personal Necessity shall be defined as a serious event or combination of circumstances resulting in a pressing need for action by a professional employee during working hours, and shall include the following:

- a. Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
- b. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
- c. Required court appearance of an employee
- d. Fire, flood, or other immediate danger to the home of the employee
- e. Personal business of a serious nature which the employee cannot disregard. Up to sixteen hours may be used for Personal Business.

The professional employee shall be required to notify the District in advance that he/she will be absent from duty, or as soon as possible.

In cases of extenuating circumstances, additional personal necessity days will be extended by the Superintendent or designee.

8. Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the professional employee's regular rate not to exceed three (3) days, or five (5) days if out-of-state travel or 300 miles round trip travel is required, on account of the death of any member of the immediate family.

Bereavement leave does not affect accumulated sick leave. Bereavement leave is not cumulative.

9. Catastrophic Illness Leave

Professional employees may participate in the Catastrophic Leave program as detailed in Board Policy 4261.9.

10. Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee his/her regular rate of pay subject to the forfeiture of jury duty allowance excluding meals, mileage, and/or parking allowance. The employee will report back to work after jury duty and will work until he/she completes his/her regular tour of duty (i.e. jury duty and District assignment combined).

11. Military Leave

Military leave shall be allowed as required by law.

XII. Salary Placement

A. All professional positions will be placed on the Professional Salary Schedule unless governed by an individual contract. Professional employees assigned to a position in a lower professional classification shall be placed on the step of the new level that is nearest to, but not more than, his/her present daily salary.

B. Employees promoted to a position on a higher range on the Professional Salary Schedule shall be placed on a step that will provide a minimum of five-percent increase in the daily rate. If a five-percent increase would place them between steps, they will move to the next higher step, but shall receive no more than the top step on the higher range.

C. Up to a maximum of five years appropriate experience in a similar position out of the district shall be allowed on the Professional Salary Schedule.

D. Longevity stipends are noted on the Professional Salary Schedule.

XIII. Insurance

The district contribution for the agreed upon health/dental/vision insurance packages will be \$8,656.40 annually; any balance remaining from the benefit cap shall be reimbursed to the employee where applicable. Part-time professional employees will receive a prorated share of this amount.

A retiring professional employee who does not qualify for benefits as outlined in XV below, may continue the selected health plans providing there is no break in service and he/she reimburses the District for the full amount of the premium.

Employees on leave without pay may continue their health benefits coverage at their own expense during the period of the leave.

XIV. Professional Visitations and Conferences and Dues

A. Professional employees, subject to approval of the Superintendent or designee, may attend conventions and conferences and visit schools for the discussion or observation of any school matter pertaining to the assigned duties of the employee or any question of interest to the school district.

B. Reimbursement for authorized expenses shall be approved by the Superintendent/designee.

XV. Retirement Benefit Program

A retirement benefit program has been established to provide eligible professional employees who are not yet Medicare-eligible with insurance coverage as defined below:

A. Eligibility Criteria

1. Minimum PERS or STRS retirement age.
2. A minimum of twelve years continuous service in a professional position with the District or a total of fifteen years continuous service with the District.
3. A District professional employee at the time of retirement.

B. Defined Benefits

1. The District will provide vision, dental and medical insurance up to the maximum District contribution (cap) in place at the time of retirement for the eligible professional employee for a maximum of eight years, or until the employee reaches age 65 or becomes eligible for Medicare, whichever occurs first.

A retiree may purchase his/her own insurance and receive cash reimbursement for the premiums not to exceed the amount of the cap. Proof of insurance is to be provided to the District by September 1st annually in order to continue to receive the cap. If the retiree chooses to drop their other coverage, this benefit will immediately end.

If a retiree is covered by another policy he/she may elect to receive 50% of the cap in cash. Proof of insurance is to be provided to the District upon retirement.

- a. Any change in the coverage plan is subject to the rules of the coverage provider
- b. Should the retiree's death, or the death of an employee otherwise eligible to retire, precede that of his/her dependents (spouse or registered domestic partner and children defined as "eligible for coverage" by the current health insurance carrier), the retirement benefit provided to those eligible dependents will continue for the remainder of that member's eligibility period, unless one of the following occurs first:
 1. The spouse or registered domestic partner reaches age 65, or becomes eligible for Medicare, whichever occurs first;
 2. In the event that the professional employee has no spouse/registered domestic partner at the time of his/her death, until the youngest dependent child loses eligibility.
 2. At the end of the eight-year period or when the professional employee reaches age 65, or becomes eligible for Medicare, whichever occurs first, the retiree may continue the selected health plans, provided he/she reimburses the District for the full amount of the premium.

XVI. Complaints Regarding Professional Personnel

The Governing Board recognizes the need of proper procedures and channels for complaints regarding district personnel on which action is requested. The Board does understand the importance for timely and proper communication with procedures to hear complaints. Such complaints will be addressed in accordance with *Board Policy / Administrative Regulation 1312.1 Community Relations: Complaints Concerning District Employees*.

APPENDIX A

SALARY SCHEDULE

SONORA UNION HIGH SCHOOL DISTRICT
 2021-22 Professional Salary Schedule
 3.00% COLA

POSITION		School Site Therapist/Counselor		COVID Support Coordinator	
CONTRACT	Days	210		180	
	Hours	1,680		1,440	
STEPS					
	1	82,644	49.19	40,729	28.28
	2	86,776	51.65	42,765	29.70
	3	91,115	54.24	44,903	31.18
	4	95,671	56.95	47,149	32.74
	5	100,454	59.79	49,506	34.38

LONGEVITY

- 9 Long 1 \$1,364
- 11 Long 2 \$1,985
- 16 Long 3 \$2,608
- 21 Long 4 \$3,224
- 23 Long 5 \$3,893
- 26 Long 6 \$5,843

5% Between steps

Work Day = 8 hours

Effective Date: July 1, 2021

Board Approved: June 22, 2021

Revised: September 14, 2021

Pending: June 7, 2022

Board Approved: June 7, 2022